



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 568-2015

REQUEST FOR PROPOSAL FOR THE PROVISION OF PUBLICATION OF A BOOK

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR THE PROVISION OF PUBLICATION OF A BOOK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 21, 2015.

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. PROPONENTS CONFERENCE

B3.1 Further to C3.1, the Contract Administrator will hold a Proponents conference at Anhang Conference Room, Millennium Library at 11:30am on August 11, 2015.

B3.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 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.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 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.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 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.

B6.2 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.

B6.2.1 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>

B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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.

B7.5 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.

- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 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 B22.
- B7.9 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.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B8.3 Further to B8.1, 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.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 Further to B8.2(a), Proponent must provide a minimum of 2 previously published/printed books that demonstrate the history and experience of the Proponent and any Sub-consultants in providing copy editing/Production editor work, graphic artist/designer work, and print production on projects of similar complexity.
- B8.4 Further to B8.2(b), Experience and education details of Key Personnel including Copy Editor/Production Editor (edit for style and grammar and work with the author to produce final work), Graphic Artist/Designer (layout material, select text and pictures from already available materials, and work with author to produce final work pre-press files for delivery to designated Printer (Print and deliver copies to WPL), include educational background and degrees.
- B8.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented 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.

- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.7.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Proponent's name and address, and an indication that the contents are part of the Proponent's Proposal Submission.
- B8.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.9 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.
- B8.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.11 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 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.

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Details demonstrating the history and experience of the Proponent and any Subcontractors in providing copy editing/Production editor work, graphic artist/designer work, production management work and print production - on up to three projects of similar complexity, scope and value.

B10.2 For each project the Proponent should submit:

- (a) description of the project;
- (b) role of the Proponent;
- (c) project's original cost and final construction cost;
- (d) project's anticipated scheduled completion date and actual project delivery date;
- (e) project owner;
- (f) reference information (One name with telephone number per project).

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. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position and years of experience with existing employer. Roles of each of the Key Personnel in the Project. should be identified.

B11.3 For each person identified, list up to three comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one name with telephone number per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Proposals should address:

- (a) the firm's understanding of the broad functional and technical requirements;
 - (i) Methodology should be presented in accordance with the Scope of Services identified in D2.

- (b) the collaborative process/method to be used by the Key Personnel involved.
 - (i) Copy Editor/Production Editor
 - (i) edit for style and grammar and work with the author to produce final work
 - (ii) Graphic Artist/Designer
 - (i) layout material (text and pictures) and work with author to produce final work
 - (ii) prepare pre-press files for delivery to designated printer
 - (iii) Production Manager
 - (i) management of project
- (c) any other issue that conveys your understanding of the Project requirements.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the Library Board, Project writer and the Library during the various phases of the project. Reasonable times should be allowed for completion of these processes.

B14. PRICES

- B14.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
 - B14.1.1 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.
 - B14.2 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.
 - B14.3 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.
 - B14.4 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).

B15. DISCLOSURE

- B15.1 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.
- B15.2 The Persons are:
 - (a) Pulsus Group

(b) Friesens Corporation

B16. QUALIFICATION

B16.1 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.

B16.2 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>

B16.3 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);

B16.4 Further to B22.1(f) Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization. The proposal should

- (a) the Proposal shall include general firm profile information, including years in business, volume of work published, number of employees and other pertinent information for the Proponent and all Sub-consultants.
- (b) have firm's understanding of the broad functional and technical requirements;
- (c) have collaborative process/approach to be used during the provision of services;
- (d) provide any other issue that conveys your understanding of the Project requirements
- (e) Proponent should provide a project plan, with key decision and collaboration points with the WPLB that sees completion of the project, including printing within 6 months of project start up meeting

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B16.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

- B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B17.3 To the extent permitted, the City shall treat all Proposals as confidential, however the Proponent is advised that any information contained in any Proposal Submission 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.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 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.

B19. WITHDRAWAL OF OFFERS

- B19.1 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.
- B19.1.1 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.
- B19.1.2 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 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B19.1.3 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 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.
- B19.2 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 B18.2 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.

B20. INTERVIEWS

- B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 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.
- B21.2 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.

- B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

B22.1 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 B16: | (pass/fail) |
| (c) Total Bid Price ; | 40 % |
| (d) Experience of Proponent and Subcontractors; (Section C) | 10 % |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10 % |
| (f) Project Understanding and Methodology (Section E) | 10 % |
| (g) Project Schedule. (Section F) | 10 % |
| (h) Book Samples | 20% |

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(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.

B22.4 Further to B22.1(c) the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B22.4.1 Further to B22.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B22.5 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as scope and value as being requested in this RFP.

B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel.

B22.7 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B22.8 Further to B22.1(h), Book samples submitted in accordance with B8.5 shall be of similar complexity, scope, material and print quality.

B22.9 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.

- B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.11 Further to B22.1, all items on Form B shall be evaluated separately and the award of Contract will be based on the item that is the most advantageous offer.
- B22.12 The City will only award one (1) item from Form B.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.
- B23.3 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 B22.
- B23.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B23.5 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
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

BACKGROUND

D2.1 The Work to be done under the Contract shall consist of the provision for publication of a book.

D2.2 The Winnipeg Public Library Board (WPLB) is looking for a proponent to provide professional services to take a written manuscript on Winnipeg Public Library System corporate history from the current state of draft text and image collection through the copy editing, graphic design, printing and binding processes.

(a) Works that are of similar complexity, scope and value include the following:

- (i) Saskatoon -- ISBN 9781550505702
- (ii) Calgary -- ISBN 9781926832111
- (iii) Ottawa -- ISBN 9781894867016

D2.3 The major components of the Work are as follows:

- (a) The Contractor shall be required to work with the author;
- (b) Finished book specifications shall be as follows:
 - (i) Orientation of book to be based on layout and shall be finalized during design phase;
 - (ii) maximum number of pages 224 pages;
 - (iii) hard cover book and/or soft cover book
 - (iv) 4-color offset printing;

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is
Aengus Bridgman
Winnipeg Public Library Board
Telephone No.: 204 986-8028
Email: wpllibraryboard@winnipeg.ca

D3.2 Bids Submissions must be submitted to the address in B8.

D4. NOTICES

D4.1 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

D4.2 **Bids Submissions** must be submitted to the address in B8.

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.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 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.
- D7.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. DELIVERY

- D8.1 Goods shall be delivered by November 1, 2015, f.o.b. destination, freight prepaid to:
Millennium Library
C/O Winnipeg Public Library Board
251 Donald Street
Winnipeg MB
R3C 3P5
- D8.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D8.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D8.4 The Contractor shall off-load goods as directed at the delivery location.

MEASUREMENT AND PAYMENT

D9. INVOICES

D9.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D9.2 Invoices must clearly indicate, as a minimum:

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

D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D9.4 Bids Submissions must be submitted to the address in B8.

D10. PAYMENT

D10.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D11. PAYMENT SCHEDULE

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D12. WARRANTY

D12.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. GOODS

- E2.1 The Contractor shall supply provide the publication of a book in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall provide all services required from receipt of manuscript to production of book including:
 - (a) copy editing;
 - (b) graphic design;
 - (c) printing & binding.
- E2.3 Hard Cover Book (Without Dust Jacket) shall
 - (a) be 8"x10" trim size with horizontal or vertical layout as finalized during the design phase.
 - (b) have maximum number of pages as 224.
 - (c) be 4 color offset printed.
 - (d) have hard cover binding.
- E2.4 Soft Cover Book shall
 - (a) be 8"x10" trim size with horizontal or vertical layout as finalized during the design phase.
 - (b) have maximum number of pages as 224.
 - (c) be 4 color offset printing.

E3. COPYRIGHT

- E3.1 The Contractor must agree to allow the WPL Board to maintain all copyright and distribution rights.