

SCOURT OF APPEAL FOR ONTARIO

Between:

Qiangli Cao

Plaintiff and Appellant

- and -

CITY OF MARKHAM and MARKHAM PUBLIC LIBRARY

Defendants and Responding

Exhibit Book

December 18, 2020

Qiang Li Cao

XXX

XXX

Tel: 647 887 8767

Email: cao@lawsuit-
online.com

TO: BOGHOSIAN + Allen LLP

Litigation Counsel

65 Queen Street West, # 1000

Toronto, Ontario M5H 2M5

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Tel: (416) 367-5558 ext.218

Fax: (416) 368-1010

Lawyer for defendants

**COURT OF APPEAL
FOR ONTARIO**

Between:

Qiangli Cao













Plaintiff and Appellant



























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























CITY OF MARKHAM and MARKHAM PUBLIC LIBRARY




















Defendants and Respondents

Exhibit Book

No	Documents (time and date	No. in SJM	Series	Page
1	<u>Corporation profile report (2016-05-04)</u>	1	242	
2	<u>Mayor's letter / Cooperation Agreement / Entrust Acting Agreement (2013)</u>	2	246	
3	<u>Bid documents: Price summary / Evaluation sheet /Mandatory Evaluation / Reply to the request (2014)</u>	3	255	
4	<u>Request for proposal, 285-R-13 (RFP) (2014-01-20)</u>	4	265	
5	<u>Purchase Order (2014-06-20)</u>	5	312	
6	<u>Service Agreement (2014-08-05)</u>	6	316	
7	<u>Outlook of the records between CPCL and LSC (2016-08-09)</u>	7	320	
8	<u>Circulation based on library's website (2016-08-09)</u>	8	323	
9	<u>DVD products comparing with other libraries (2016-01-22)</u>	9	327	
10	<u>A report to General committee (June 9, 2014)</u>	10	331	
11	<u>Revised Purchase Order in 2015 (2015-06-17)</u>	11	337	
12	<u>Gilchrist's email to me (Delivery warning notice in June) (2015-06-17)</u>	12	341	

13	<u>Suliang's email (Training arrangement) (2014-06-27)</u>	13	342	
14	<u>A trainee from Beijing (2014-07-22)</u>	14	344	
15	<u>Ms. Gilchrist's email to me (delivery schedule in 2014) (2014-12-01)</u>	15	345	
16	<u>Training Agreement between CPCL and EOS (2015-02-11)</u>	16	346	
17.	<u>Email between Ms. Gilchrist and me on delivery schedule (2015-03-30)</u>	17.	349	
18	<u>Gilchrist' email to me (Delivery warning notice in July) (2015-07-16)</u>	18	350	
19	<u>Notice of termination in August (2015-08-17)</u>	19	352	
20	<u>Agreement with Jiangxi University Publishing House (2015-11-25)</u>	20	353	
21	<u>Mr. Pogue's email (asking to lower the prices) (2015-09-21)</u>	21	383	
22	<u>Bid price form (2014-06)</u>	22	387	
23	<u>Emails between Ms. Gilchrist and me (titles or copies) (2014-11-12)</u>	23	389	
24	<u>Mr. Suliang's email (About image's fee) (2014-11-29)</u>	24	395	
25	<u>Cataloguing error list in the second part of 2015 (2015-08)</u>	25	396	
26	<u>Emails between Me and Mr. Pogue (agreement on prices) (2015-09-23)</u>	26	400	
27	<u>(1) Summary of our prices / (2) Defendants' statement of claim and counterclaim (2016-12-21)</u>	27	406	
28	<u>Meeting minutes (for changing library's profile) (2014-08-19)</u>	28	416	
29	<u>LSC's order sheet (DVD published over 2 years) (2013)</u>	29	418	
30	<u>Ms. Gilchrist's email to me (Sudden returns) (2015-08-05)</u>	30	419	
31	<u>A screen capture showing customer hold the DVDs in invoice 200239 (2015-12)</u>	31	420	
32	<u>Summary of publishing dates for our materials (2015-12)</u>	32	421	
33	<u>Foreign Movies with Chinese subtitles (2014-2016)</u>	33	422	
34	<u>Emails between Ms. Gilchrist and me (on Korean DVDs) (2015-11)</u>	34	423	
35	<u>My email to Ms. Gilchrist (reply on materials in Taiwanese) (2016-01-29)</u>	35	428	
36	<u>Delivery report 2014 (2014-12)</u>	36	430	
37	<u>Delivery report 2015 (2015-12)</u>	37	431	
38	<u>Meeting minutes (on one title two copies policy for 2016) (2015-10-30)</u>	38	432	

39	<u>Evidences on air delivery (2016-01-14)</u>	39	433	
40	<u>A list of books by air delivery (2016-01-14)</u>	40	438	
41	<u>Library's Notice of termination (2016-01-27)</u>	41	450	
42	<u>Ms. Gilchrist 's email (final delivery date) (2016-01-29)</u>	42	451	
43	<u>My email to Mr. Casale (on the view of the meeting on Feb. 2)(2016-02-04)</u>	43	452	
44	<u>My email to Ms. Catherine, director of the library (2016-02-02)</u>	44	453	
45	<u>My email to Mr. Pogue (asking to meet him) (2016-01)</u>	45	456	
46	<u>Mr. Pogue's email to me (the reply for my meeting request) (2016-03-16)</u>	46	457	
47	<u>Mr. Casale's email (on the 3 issues) (2016-02-08)</u>	47	458	
48	<u>My email to Mr. Casale (to reply 3 issues) (2016-02-09)</u>	48	459	
49	<u>Damages in the period of waiting for City's decision (2016-08)</u>	49	460	
50	<u>(1) My 5 minutes speech / (2) My written materials to council committee (2016-04-04)</u>	50	462	
51	<u>Notice of termination in April 2016 (2016-04-22)</u>	51	475	
52	<u>My email (suggesting a face to face meeting) (2016-04-27)</u>	52	476	
53	<u>Corporation's Statement of Claim (2016-05-05)</u>	53	479	
54	<u>Ms. Gilchrist's affidavit with my notes (2017-04-20)</u>	54	484	
55	<u>Ms. Magdalena' email (on cross examination) (2016-2017)</u>	55	505	
56	<u>Defendants' factum in their summary judgment motion (2017-06-06)</u>	56	509	
57	<u>Transcripts of proceeding (summary judgment motion) (2017-06-20)</u>	57	542	
58	<u>Emails between Ms. Gilchrist and me (on the 2 invoices) (2016-01-11)</u>	58	594	
59	<u>The market prices for the 2 invoices (2016-01)</u>	59	600	
60	<u>The new pattern invoice in 2016 (2016-01)</u>	60	603	
61	<u>A digest of General terms and conditions 2016 version (2016-07-13)</u>	61	605	
62	<u>Judge's judgment for summary judgment motion (2017-06-20)</u>	62	606	
63	<u>My factum for appeal (2017-01-05)</u>	63	616	
64	<u>Judge's judgment for defendants' cost security motion.(2017-11-15)</u>	64	647	
65	<u>Judgment for our appeal (2018-04-27)</u>	65	656	
66	<u>Corporation's financial reports 2014, 2015 & 2016 (2014-2016)</u>	66	659	

67	<u>Notice of Distress from office landlord (2017-08-30)</u>	67	668	
68	<u>Court judgment (BDC) (2018-08-15)</u>	68	670	
69	<u>Consumer proposal (2019-03-20)</u>	69	671	
70	<u>Unpaid invoices and IOU (2014-2015)</u>	70	672	
71	<u>City councilor's statement in media (2017-12-11)</u>	71	675	
72	<u>Confidential minutes between City and Library (2016-04-05)</u>	72	677	
73	<u>Minutes for the meeting on January 20 in handwriting (2016-01-20)</u>	73	678	
74	<u>Minutes for the meeting on January 20 in print</u>	74	681	
75	(1) <u>Mr. Pogue and Mr. Casale's report (2016-03-22)</u> (2) <u>(The original and the tampered documents)</u>	75	684	
76	<u>Balance research and performance report 2014 & 2015 (2014-2015)</u>	76	695	
77	<u>Library's vendor score card in 2016 (2016-01-06)</u>	77	697	
78	<u>My email for breakdown 2015/ library's original breakdown 2015 (2015-09-24)</u>	78	715	
79	<u>Breakdown library offered for 2014 and 2015 (2014-2015)</u>	79	717	
80	<u>Mr. Gilchrist's "evidence" (on numerous occasions) (2017-06)</u>	80	718	
81	<u>Emails between my and Ms. Gilchrist on the prices in 2016 (2015-01-15)</u>	81	719	
82	<u>Children's materials in library's breakdown (2014)</u>	82	722	
83	<u>Emails between Me and Ms. Gilchrist (on DVD region codes) (2014-09-09)</u>	83	723	
84	<u>Report to general committee in 2006 (2006-03-06)</u>	84	726	
85	<u>LSC's DVDs' list (2013)</u>	85	730	

Notes:

1. No in SJM --- Number of the evidences used in Summary Judgment Motion
2. Series Page --- page number: FAP 3-34 + ABCO 35-236 + EXHB 237-738.

Request ID: 018918322
 Transaction ID: 61014105
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2016/05/04
 Time Report Produced: 11:53:07
 Page: 1

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Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1844762	CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.	2011/03/04
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
716 GORDON BAKER ROAD	NOT APPLICABLE	NOT APPLICABLE
Suite # 105 TORONTO ONTARIO CANADA M2H 3B4	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
716 GORDON BAKER ROAD	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
Suite # 105 TORONTO ONTARIO CANADA M2H 3B4	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Ceased in Ontario
	00001 00011	NOT APPLICABLE
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 018918322
 Transaction ID: 61014105
 Category ID: (C)CC/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2016/05/04
 Time Report Produced: 11:53:07
 Page: 2

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 Director
 Ministry of Government Services
 Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1844762

Corporation Name

CHINESE PUBLICATIONS FOR CANADIAN
 LIBRARIES LTD.

Corporate Name History

CHINESE PUBLICATIONS FOR CANADIAN
 LIBRARIES LTD.

GREY GOOSE PRESS INC.

Effective Date

2013/12/04

2011/03/04

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:
 Name (Individual / Corporation)

QIANGLI

CAO

Address

11 LEE CENTER DR

Suite # 2110
 SCARBOROUGH
 ONTARIO
 CANADA M1H 3J5

Date Began

2011/03/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 018918322
Transaction ID: 61014105
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/05/04
Time Report Produced: 11:53:07
Page: 3

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1844762

Corporation Name

CHINESE PUBLICATIONS FOR CANADIAN
LIBRARIES LTD.

Administrator:
Name (Individual / Corporation)

QIANG LI

CAO

Address

40 HIGH PARK AVENUE

Suite # 809
TORONTO
ONTARIO
CANADA M6P 2S1

Date Began

2011/07/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 018918322
Transaction ID: 61014105
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/05/04
Time Report Produced: 11:53:07
Page: 4

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1844762

Corporation Name

CHINESE PUBLICATIONS FOR CANADIAN
LIBRARIES LTD.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2014

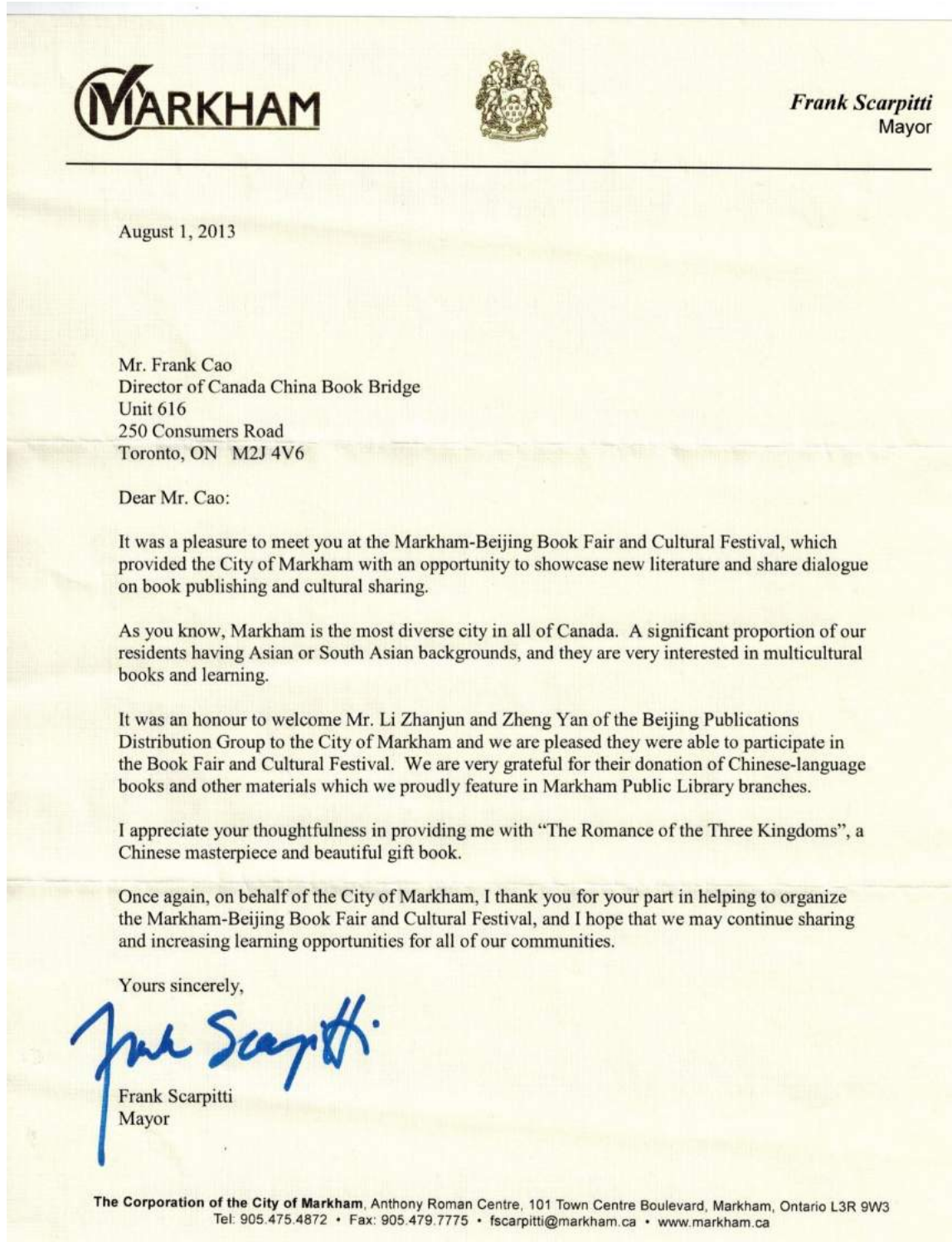
1C

2015/04/04 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

Exhibition 1



Exhibition 3



COOPERATION AGREEMENT

合 作 协 议 书

Cooperation Agreement

协议制定:

北京台湖出版物会展贸易中心有限责任公司 (以下简称甲方)

加拿大万锦市公共图书馆 (以下简称乙方)

中加图书之桥公司 (以下简称丙方)

Made by:

Beijing Taihu Publication Exhibition and Trade Center Co.,Ltd

(will be referred to as Party A)

Canada Markham Public Library (will be referred to as Party B)

Canada China Book Bridge (will be referred to as Party C)

签署: ____年____月____日。

Signed on: ____ M ____ D ____ Y

COOPERATION AGREEMENT

为加强中加文化交流，更好地满足加拿大广大读者对于中文图书的需求，经甲、乙、丙三方友好协商，就万锦市公共图书馆中文图书专架的赠送、使用和管理等事宜，达成以下协议。

To enhance the cooperation between Chinese culture and Canadian culture, better fulfill the needs of Chinese books readers in Canada, party A, B and C have come to the following agreement on the presentation, usage and management of the Chinese bookshelf.

第一章 赠送图书专架

- 1.1 甲方制作 7 个适用于公共图书馆展示的图书专架，配有“中华优秀出版物 北京新华书店提供”标牌。
- 1.2 2013 年 6 月 10 日前，甲方向乙方所属 7 个公共图书馆赠送 7 个书架。

Chapter One Give the Bookshelf as Gifts

- 1.1 Party A will make 7 displaying bookshelves which are suitable to be exhibited in a public library environment, noted by "Chinese outstanding publication, provided by Beijing Xinhua Book Store".
- 1.2 Party A will give party B's seven libraries 7 displaying bookshelves before June 10th, 2013.

第二章 使用图书专架

- 2.1 图书专架陈列在乙方所属 7 个公共图书馆内明显位置。
- 2.2 图书专架展示图书可供当地读者借阅，乙方尽量保持“中华优秀出版物 北京新华书店提供”标牌的存在。
- 2.3 图书专架仅用于由甲方提供的中文图书展示。

Chapter Two The Usage of the Bookshelf

- 2.1 The bookshelves should be exhibited in an obvious places inside the seven libraries.
- 2.2 The books will be made available for use to the local community. Party B will endeavor to keep the "Chinese outstanding publication, provided by Beijing Xinhua Book Store" on the shelves.
- 2.3 The bookshelves are only used for the books provided by party A.

第三章 定期更换图书

- 3.1 双方协商，根据乙方，读者及甲方需求，每年几次更换图书展示品种。
- 3.2 甲方授权丙方负责更换图书品种的上架工作。

COOPERATION AGREEMENT

Chapter Three Update Books On A Regular Basis

- 3.1 According to the needs of library readers, Party B and Party A, Party A will update the categories of the books several times a year.
- 3.2 Party A entrusts the Party C to put up the updated books onto the bookshelves.

第四章 其他事项

- 4.1 甲乙丙三方共同努力为万锦社区提供更好的服务, 促进中加文化交流,
- 4.2 本协议约定有效期为 3 年.
- 4.3 本协议一式三份, 三方各执一份。

Chapter Four Others

- 4.1 All parties will work together to enhance the relationship Party A and Party B in order to better serve the Chinese community in Markham.
- 4.2 This agreement is in effect for 3 years.
- 4.3 There are three copies of this agreement, and one for each party.

COOPERATION AGREEMENT

甲方: 北京台湖出版物会展贸易中心有限责任公司

地址: 北京市通州区创业园路北京国际图书城

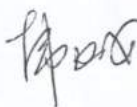
联系电话: 010-80808906

Party A: Beijing Taihu Publication Exhibition and Trade Center Co., Ltd

Address: Beijing International Book City, Taihu Tongzhou District, Beijing, China.

Tel: 010-80808906

签字或盖章 / Sign or Seal



乙方: 加拿大万锦市公共图书馆

地址: 6031 Highway 7 E, 加拿大万锦市, 邮编 L3P 3A7

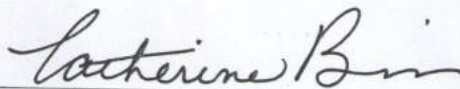
联系电话: 905-513-7977

Party B: Canada Markham Public Library

Address: 6031 Highway 7 E, Markham, Ontario L3P 3A7

Tel: 905-513-7977

签字或盖章 / Sign or Seal



丙方: 中加图书之桥公司

地址: 5039 Finch 路 309 单元, Scarborough Ontario Canada M1S 5L6

联系电话: 416-800-5169

Party C: Canada China Book Bridge

Address: Unit 616, 250 Consumers Rd., Toronto, ON. M2J 4V6

Tel: 416-800-5169

签字或盖章 / Sign or Seal



*Entrust Acting Agreement
委托代理合同书

甲方：北京台湖出版物会展贸易中心有限责任公司

地址：北京市通州区创业园路北京国际图书城

联系方式：010-80808906

乙方：加拿大图书馆华语出版物有限公司

(Chinese Publications for Canadian Libraries Ltd.)

地址：加拿大多伦多贝克戈登路 716 号 15 座

Unit 15, 716 Gordon Baker Road, Toronto, Ontario, Canada, M2H 3B4

联系方式：416 800 5169

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甲乙双方本着平等互利的原则,经友好协商,达成长期合作协议并承诺遵循以下条款:(本协议中中文图书均为简体字图书)

一、 甲方权利义务

- 1、甲方委托乙方为加拿大图书馆、图书经销商等提供服务。
- 2、甲方向乙方提供图书及音像制品的同时提供马克数据等相关数据信息,完成采编等后续制作加工工作。
- 3、甲方具有出口资质,货物报关、投保由甲方办理。
- 4、货物由甲方统一包装发送。外包装物:纸箱(需粘贴唛头);内填充物:塑料袋。
- 5、甲方需在货物配齐后通知乙方;货物发送至乙方指定港口,并提供电提单、发货单等票据协助乙方提货。
- 6、若遇不可抗力因素影响发货时间,甲方与乙方协商决定。
- 7、甲方确保乙方为加拿大唯一代理商。

二、 乙方权利义务

- 1、乙方需向甲方提供营业执照等相关公司注册资料,以备甲方留存。
- 2、乙方以甲方名义在加拿大进行的图书宣传推广活动及图书馆

投标工作需得到甲方书面同意。

- 3、乙方采用订单方式订货。乙方收到货物时，进行收货确认，并将确认情况告知甲方。
- 4、乙方确保在加拿大所销售的中文图书均由甲方提供。
- 5、采用海运方式发送的货物由乙方负责办理清关手续。
- 6、若遇不可抗力因素影响收货时间，甲方与乙方协商决定。
- 7、因图书及音像制品质量问题发生的退换货由乙方负责及时处理，并向甲方反馈图书馆意见。

本协议未尽事项，经双方协商签订补充协议，补充协议与本协议具有同等效力。协议一式两份，甲乙双方各执一份，经双方代表人签字生效。

甲方：（盖章）

法人代表：孟凡洪

签约代表：韩建成

签字：

签约日期： 年 月 日

乙方：（盖章）

法人代表：曹强利

签约代表：曹强利

签字：曹强利 Qiang Li Cao

签约日期： 年 月 日

LSC

285-R-13 MPL Material and Processing				
	LSC	CPCL	CPCL	CPCL
Section A: English & French Material	\$ 1,110,587.00	\$ 1,279,213.00	No Bid	No Bid
Section B: English & French Material Opening Day Collection Q4 2015	\$ 988,126.50	\$ 1,056,744.50	No Bid	No Bid
	\$ 2,098,713.50	\$ 2,335,957.50		
Price score out of 40	40	35.48		
Price (Incl. of HST)	\$ 2,135,650.86	\$ 2,377,070.35		
SECTION A: MULTILINGUAL MATERIALS – CHINESE: Current seven (7) branches	\$ 705,134.15	No Bid	\$ 519,392.60	\$ 323,485.50
SECTION B: MULTILINGUAL MATERIALS – CHINESE (OPENING DAY COLLECTION Q4 – 2015)	\$ 592,126.15	No Bid	\$ 388,459.53	\$ 243,506.60
	\$ 1,297,260.30		\$ 907,852.13	\$ 566,992.10
Price score out of 40	0	15.98	40	
Price (Incl. of HST)	\$ 1,320,092.08		\$ 928,330.33	\$ 576,971.16
SECTION A: MULTILINGUAL MATERIALS - Current seven (7) branches	\$ 275,250.00	No Bid	\$ 275,960.00	No Bid
SECTION B: MULTILINGUAL MATERIALS	\$ 229,222.88	No Bid	\$ 206,762.37	No Bid
	\$ 504,472.88		\$ 482,722.37	
Price score out of 40	38.82	40		
Price (Incl. of HST)	\$ 513,351.60		\$ 491,218.28	

2014 contract amount (Incl. of HST)

English and French	\$ 2,135,650.86
Multilingual Materials	\$ 513,351.60
Chinese Materials (CPCL)	\$ 1,320,092.08
Total	\$ 3,969,094.54

2014 BKDN - 7 branches only

\$ 1,709,322.50	Jan - Dec 2014 Excl of HST
\$ 576,213.63	Jan 1 - May 31, 2014 Excl of HST
\$ 1,133,108.87	June - Dec 2014

Part 1	\$ 736,207.46	\$ 749,164.71
Part 2	\$ 182,463.06	\$ 185,674.41
Part 3	\$ 214,438.35	\$ 218,212.46
	\$ 1,133,108.87	\$ 1,153,051.58
Incl HST	\$ 1,153,051.59	

Low Bidder Incl of HST

\$ 1,130,133.33 LSC

\$ 1,005,517.53 LSC

\$ 329,178.84 CPCL

\$ 247,792.32 CPCL

\$ 280,094.40 LSC

\$ 233,257.20 LSC

\$ 1,739,406.58

\$ 1,486,567.05

Award Breakdown (Incl. of HST)			
	LSC	CPCL	CPCL
Eng/French	\$ 2,135,650.86		
Asian/Mid East	\$ 513,351.60		
Chinese Only	\$ 576,971.16		
2014 (June - Dec)	\$ 1,153,051.59		
2015	\$ 1,739,406.58		
2016	\$ 1,739,406.58		
2017	\$ 1,770,902.92	\$ 1,410,227.73	\$ 329,178.84
		\$ 1,438,432.29	\$ 332,470.63
2018	\$ 1,802,996.27	\$ 1,467,200.93	\$ 335,795.34

	Part 1 LSC	Part 2 LSC	Part 3 CPCL	Total
Annual Library Collection				
2014 (Jun - Dec)	\$ 749,164.71	\$ 185,674.41	\$ 218,212.46	\$ 1,153,051.58
2015	\$ 1,130,133.33	\$ 280,094.40	\$ 329,178.84	\$ 1,739,406.57
2016	\$ 1,130,133.33	\$ 280,094.40	\$ 329,178.84	\$ 1,739,406.57
2017	\$ 1,152,736.00	\$ 285,696.29	\$ 332,470.63	\$ 1,770,902.92
2018	\$ 1,175,790.72	\$ 291,410.22	\$ 335,795.34	\$ 1,802,996.28
SE Opening	\$ 1,005,517.53	\$ 233,257.20	\$ 247,792.32	\$ 1,486,567.05
Total Award	\$ 6,343,475.62	\$ 1,556,226.92	\$ 1,792,628.43	\$ 9,692,330.97

LSC \$1,297,260.30 vs CPCL \$566,992.10

Evaluation Sheet

285-R-13 MPL Material & Processing Services						
Bidders Name		USC	AVIATION	SPRINGER BOOKS	Chinese Publications for Canadian Libraries Ltd.	COMMENTS
Evaluation Criteria	Weight	Rating (Refer to Rating Criteria)	Rating (Refer to Rating Criteria)	Rating (Refer to Rating Criteria)	Rating (Refer to Rating Criteria)	
1. Past experience of firm						
Years of experience providing material selection, cataloguing, processing services and opening day collections						CPCL - selection / ARP profiles or customer chooses from list. Talks about helping to manage, budget/wider delivery p. 8 p. 17
Experience with Cdn Libraries - Yes = 2 pts. Years in Bus - 5+ yrs = 2 pts, 3+ years = 1 pt. (less = 0) Opening Day Collection - Yes = 3 pts No = 0 pts Material Selection Service - Yes = 2 pts No = 0 pts Cataloguing - Yes = 1 pt, No = 0 pts Processing - Yes = 1 pt No = 0 pts	11.0%					
Details of work performed - formats / languages		11	11	11	11	
Multiple formats to print + non-print = 4 pts Only one format = 2 pts	4.0%	4	4	4	4	CPCL - english and french print / kits only CPCL - chinese only CPCL - multilingual only CPCL - all formats
Subtotal for Evaluation Criteria #1	15.0%	15	15	15	15	
2. Qualifications / Organizational Background						
Number of Staff assigned to MPL						CPCL - large staff but no discussion of those assigned to MPL account (K - unclear ?)
Exceeds expectations - 4pts. Meets expectations - 2-3pts. Meets some but not all expectations - 0-1pts	4.0%					
Number of Professional Librarians in key Depts	3.0%	4	3	2	4	CPCL - 3 librarians (comment from evaluator - is this sufficient)
Scoring based on volume / depth of work						CPCL - Selectives ???
Past Experience and years of service of selectors with selection responsibilities		2	2	2	2	
Years experience = 3 pts 4+ Years experience = 2 pts Less than 3 years = 0-1 pt.	3.0%					CPCL - no details in selection experience for selectors (Page 10) CPCL - MPL staff do not create purchase lists. Details of experience of selectors with selection responsibilities ???
Number of Staff in key departments (Selection, Acquisitions, customer service, cataloguing, IT)		3	3	2	3	
Exceeds expectations = 3pts Meets needs of MPL = 2pts Meets some but not all key departments = 1pt.	3.0%					CPCL - no of selectors ???
Customer Service - Hours of operation		3	3	1	3	
Mon-Friday 9-5pm = 1pt (other = 0pts)	1%					CPCL - state they are 24/7. Which departments? (MPL has 4 different staff that may need to communicate with the vendor in a 9-5 day - CPCL staff in China).
Dedicated account representative Yes = 1 pt (other = 0 pts)	1%	1	1	1	1	CPCL - is this representative in Beijing or Toronto?
Subtotal for Evaluation Criteria #2	15%	14	13	9	14	CPCL - 15 staff in total
3. Project Delivery						
Tools used for Selection Service i.e. Publishers, catalogue, best sellers, new releases, rating service for CDs and DVDs						CPCL - details of tools used for selection ? No info in Bid
Expenditure Strategy		5.0	5.0	2.0	5.0	
Meets expectations = 4 pts Partially meets expectations = 2-3 pts Does not meet expectations = 0-1 pts.	4%					CPCL - need details of expenditure strategy - no details in Bid
Spine labels meet library req'ts = 1 pt. (other = 0 pts)	1%	4.0	4.0	3.0	4.0	
Mare Records		1.0	1.0	1.0	1.0	CPCL to confirm that labels can be supplied in different fonts / sizes (Appendix F)
Full Mare Record = 3-4 pts Brief on order Record = 0-2 pts	4%					
Customization - review of samples, programming of RFID tags, 949 tags for holding codes		4.0	4.0	4.0	4.0	
No charge for customization # 2 pts customization chargeable = 0-1 pt	2%					CPCL / CPCL - customization re 949 tags?
Subtotal for Evaluation Criteria #3	2%	2.0	2.0	2.0	2.0	

Return policy No charge / No restrictions - 4 pts Accepts only damaged goods at no charge - 3 pt Chargeable return policy - 1-2 pts No return policy - 0 pts	4*	4.0	4.0	4.0	4.0	limit of 90 days to 12 months CPCL - where do returns go Beijing or Toronto
# Titles sold in previous years in each category i.e. Print, talking books, DVDs/Blu rays, Music CD's Multilingual and Video Games Library titles based on 2013 actuals per category 85-100% - 3 pts 60-84% - 2 pts 50-59% - 1 pt. (other = 0 pts)	3*	3.0	3.0	1.0	3.0	CPCL - bid on multilingual only based on volume of units of 46,237 need additional details breakdown by format (page 22)
# Titles / volumes sold / processed / unprocessed per year per category i.e. Print, talking books, DVDs/Blu rays, Music CD's Multilingual and Video Games Library titles based on 2013 actuals per category 85-100% - 3 pts 60-84% - 2 pts 50-59% - 1 pt. (other = 0 pts)	3*	3.0	3.0	3.0	3.0	CPCL - bid on multilingual only based on volume of units of 46,237 need additional details breakdown by format (page 22) CPCL - what percentage of large sales processed in each format
# Titles catalogued per year in each category i.e. Print, talking books, DVDs/Blu rays, Music CD's Multilingual and Video Games Library titles based on 2013 actuals per category 85-100% - 4 pts 60-84% - 2-3 pts 50-59% - 1 pt. (other = 0 pts)	4*	4.0	4.0	4.0	4.0	CPCL - bid on multilingual only based on volume of units of 46,237 need additional details breakdown by format (page 22) CPCL - what percentage of large sales processed in each format
Subtotal for Evaluation Criteria #3	30%	30.0	30.0	24.0	30.0	
Subtotal for Evaluation Criteria #1 to #3	60%	59.0	58.0	48.0	59.0	
4. Price						
Total cost: English & French Sections A&B	40%	40.00	35.48			
Grand Total (Technical + Price)		99.0	93.48	No Bid	No Bid	CPCL charges \$1000.00/month for selection services
4. Price						
Total cost: Multilingual Material - Chinese		0.000	No Bid	15.98	40.00	
Grand Total (Technical + Price)		59.00		63.98	99.00	
4. Price						
Total cost: Multilingual Material - Asian/European		38.82	No Bid	40.00	No Bid	
Grand Total (Technical + Price)	100%	97.8		88.00		

Evaluated By:
Verna Gilchrist
Larry Pogue

Facilitated By:
Tony Cassale - Purchasing Department

mandatory Checklist Evaluation

285-R-13 MPL Material & Processing Services					
PROPONENT	Library Services Centre	Materials	CVS MidWest Tape	Multicultural Books and Videos	Chinese Publications for Canadian Libraries Ltd.
MANDATORY CRITERIA	Pass	Pass	Fail	Pass	Pass
Materials – Selection Services for Automatic Release Plans (ARPs)	√	√	√	√	√
Copyright	√	√	√	√	√
Audio-visual materials – Indemnification form	√	√	√	√	√
Ordering options	√	√	√	√	√
Returns/Cancellations & Claims	√	√	√	√	√
Non-Canadian materials	√	√	√	√	√
Reporting	√	√	√	√	√
Shipments	√	√	√	√	√
Processing Services & labeling	√	√	√	√	√
MARC records	√	√	√	√	√
Authority control records	√	√	x	√	√
On order MARC records	√	√	√	√	√
Spine labels / Call number labels	√	√	√	√	√
Material cataloguing Service	√	√	√	√	√
C3 – Customer Centered Classification	√	√	√	√	√
Merchandising categories & labels	√	√	√	√	√
Video (DVD) material	√	√	√	√	√

Reply to the Request

1. Kindly provide clarification on the experience of Chinese Publications for Canadian Libraries Ltd with Opening Day Collections and Selecting Materials based on profiles.

We are the biggest publications distributing centre in China. We have had a lot of experiences on opening Day Collections for many libraries. The most recently one was for Guangzhou public library in 2012.

Guangzhou public library is one of the biggest opening projects we did. This opening collection is very complicated. The library had transferred huge amount of publications from some branches. We were requested to add new titles to the old collection. We first built a team only for the project. And then we began to check the titles and the number of the existing books. We submitted 3 collection plans to the library based on library's budget and profiles. One of them was accepted and confirmed by the library. We did cataloguing and processing everything, and delivered the shelf ready collections to their designated spaces on time. They were much satisfied.

We have summarized a few important points for the opening collection:

1. Understand the library's profiles in details – publication areas, budget, opening time, any special requirements;
2. Set up a team only for the project.
3. Prepare expenditure strategy based on profile, budget, deadline, etc.
4. Confirmed by the library if it needs.
5. Selecting and processing publications based on library's requirements;
6. Deliver the shelf ready products to the designated spaces on time.

2. Kindly clarify the personnel that will be assigned to the Markham Public Library identifying the name(s) of the staff members assigned to Markham and their function as it relates to this project.

The following our staff will be assigned as a team to the Markham Public Library for the project:

Xiaodan Zhang, in Beijing, M.A., works as the customer representative in Beijing. She works cooperatively with customer representative Frank Cao in Toronto. Zhang is in charge of the project team in Beijing.

Qiangli Cao (Frank Cao), in Toronto, B.A., customer representative in Toronto. He is assigned as the designated account representative to the Markham Public Library. Cao is in charge of the project team in Toronto.

Chen Yuan, in Beijing, M.S., a software specialist. He provides technical support, dealing with the issues on cataloging, processing and system linking. He goes between Beijing and Toronto.

Liyuan Fan, in Beijing, M.A., selecting service manager in Beijing, Selector for simplified print (young and children's books).

Wei Ten, in Beijing, B.A., selector for simplified print books (adult).

Haitao Hu, in Beijing, M.S., selector for simplified CDs/DVDs.

Xiaotian Sun, in Beijing, B.A., selector for traditional print books.

Qun Su (Queen), in Toronto, B.S., selection services manager in Toronto. Selector for traditional prints, CDs/DVDs. She does market research on Chinese readers in Canada.

3. Kindly clarify the number of professional librarians that will work with the Markham Public Library.

Zhao Wei, Master's Degree of library and information science

Zhao has 8 years of work experience, he used to be a programmer engineer at Dangdang, one of the most famous books websites in China. He joined the library service team of BPDG in 2010. Zhao is in charge of providing data support and catalog services, he is very familiar in using different kinds of catalog systems. Zhao is also in charge of training the staff whose work is related to data analysis, and he also examines the service quality on a regular basis. He is the supervisor of some cataloguing assistants.

Wan Yan, Master's Degree of library and information science

Wan has 12 years of experience in books catalog work. He's been working on different kinds of catalog systems and regulations. He is very familiar with the catalog regulation needs from all kinds of clients, and he can provide professional and advanced training to the catalog staff on developing their technical and theoretical skills. He is one of the senior managers in BPDG, who is expertise in working on books catalog. Libraries often need his help because of his expertise and the fact that he can always make contributions effectively and efficiently.

Chen yuan Master's Degree in computer science

Chen has 5 years of work experience. He's now the senior manager of catalog department of BPDG, he participated in building up two catalog data centers, was in charge of assembling catalog teams, updating the catalog techniques, refining the catalog systems, communicating data services with overseas, market research and some national catalog data development research work. Chen provides Toronto project technical support, dealing with the issues on cataloging, processing and system linking. He goes between Beijing and Toronto.

Gong Jianmin, Master's Degree of library and information science Gong has 13 years of experience in book catalog work, educated and trained by some senior librarians from the National Library of China. After several years of work, he's become one of the core staff in the catalog center. He's in charge of providing technical support of the data indexing and explanations of the concepts. He is one of the authorized experts who can provide services to the National Library of China, which was assigned by BPDG.

4. Expand on the past experience and years of service of the selectors. In particular, expand upon their experience in selecting materials for Markham.

Liyuan Fan, in Beijing, M.A., selecting service manager in Beijing, Selector for simplified print (young and children's books).

After graduated in 1996, she became a lecturer in a university. In the year 2000, she joined Beijing Wangfujing Xinhua bookstore, in charge of selecting books for children. She entered Beijing Publishing Distribution Group (BPDG) in 2004 to do the same job, selecting books for children. She acted as a trainer in a program to train some selectors for BPDG. She is very essential for a library opening project.

Wei Ten, in Beijing, B.A., selector for simplified print books (adult).

He is majored in library science and graduated in 1988. After he left his university, he worked in a university library. In the year 2003, he made a transfer to BPDG, in charge of selecting books for libraries. He selects all kinds of adult's books for libraries. He takes part in Chinese annual library meetings every year, and many other library related meetings on behalf of BPDG. So he is very familiar with library's requirements. He can efficiently make plans for purchasing and make necessary adjustments according to the library needs.

Xiaotian Sun, in Beijing, B.A., selector for traditional print books.

After his graduation in 2001, Sun has been working for BPDG. He has worked in a lot of different departments in BPDG. Sun's English is good. He is in charge of getting library information from oversea, and provides the information to his clients. He travels to Hong Kong and Tai Wan 3 times a year to select traditional publications for his clients.

Haitao Hu, in Beijing, M.S., selector for simplified CDs/DVDs.

Hu's been working for BPDG for 10 years, in charge of the selection of CDs and DVDs. He is very familiar with the regulations of audio/video products. He can make sure that the products that he picks up for the library are the best and legal. According to each individual library's need, Hu can provide an introduction to the new product every week. Hu is very good at predicting good productions, and his selections are always popular.

Qun Su (Queen), in Toronto, B.S., selection services manager in Toronto. Selector for traditional prints ,CDs/DVDs.

Su graduated from university in 1988. She's been working in different departments within the press successively, such as editing, copy rights, distribution and so on. She's very familiar with the trend of Chinese publications and the needs of the libraries. After immigrating to Canada, She joined Chinese Canada Book Bridge in 2008. In the year 2011, she joined BPDG, and was assigned as the manager of CPCL. She has been doing a research on Chinese publication market in Canada.

5. Kindly clarify the number of staff members in key departments i.e. selection, acquisitions, customer service, cataloguing and Information Technology ("IT").

"Library service department" is the department specially designated for Library services.

Cataloguing	Cataloguing Assistance	Processing	IT	Customer Service	Total
29	9	48	7	8	101

"Books Purchase Centre" is the department for prints selection and acquisitions for all our customers including libraries.

Selectors	Buyers	Customer service	Total
17	5	2	24

"CD & DVD Purchase Centre" is the department for CDs & DVDs selection and acquisitions for all our customers including libraries. .

Selectors	Buyers	Customer service	Total
5	2	1	8

6. Kindly clarify the hours of operation for Chinese Publications for Canadian Libraries Ltd. (Toronto time).

Hours of company operation:

8:30 – 5:30

Monday to Saturday

Tel 416 800 5169

Hours of Customer Service (Toronto)

24 hours

Monday to Saturday

Tel 647 887 8767

7. Clarify if Chinese Publications for Canadian Libraries Ltd. will assign a designated account representative to the Markham Public Library. If yes, please provide the contact name, coordinates and experience.

Yes, we have assigned a designated account representative.

Name: Qiangli Cao (Frank Cao).

Tel: 416 800 5169 / 647 887 8767

E-mail: frankcanada@live.com / cpcl@ccbooks.com

Address: 616-250 Consumers road, Scarborough

Qiangli Cao (Frank Cao) graduated from university in 1986. After 4 years' teaching in a high school, he joined Science and Technology Publishing House in Tianjin. He worked there as an editor and soon became a title planning editor. He got promotions every few years within 14 years because of his achievements on popular titles. He was given a golden medal as a contributor to the national 5-year plan by the Chinese government in 1998 for the achievements in the publishing field. In 2000, he quit his job to build his own company. The company was a book content supplier to several big publishing houses in China. He immigrated to Canada in 2008. The second month he arrived in Toronto he registered the company, Canada China Book Bridge, and soon he became a vendor for Chapter & Indigo Book Stores. In 2011, he joined Beijing Publication Distribution Group, acting as their account representative in Canada, beginning to develop library business. Mr. Cao has accumulated rich knowledge on publication and distribution from his past experiences. He is always ready to listen to his clients and makes decision before his fully understanding. He is a perfect liaison between MPL and the Beijing staff.

8. Clarify what tools will be used for selection services.

Tools are used for selection services as the following:

Tools	
1. An authoritative union catalogue	Beijing International Book City is the biggest publications trade center in China. All the publishers in China, major big publication wholesalers in Taiwan & Hong Kong, and 720 video producers sell their products there (See page 19). Our "Purchase Centers" gets files of new catalogues from above organizations and create an authoritative union catalogue. The catalogue is updated every week.
2. Big sample rooms	All our stationed organizations have their separated sample rooms in BIBC and display their products. There are about 500,000 titles on display every day. Our selectors select products and create lists just besides the real products.
3. Selection System	We have set up a selection system. The titles in the system are estimated and selected by our senior selectors from our union catalogues and some famous book

	websites. The system with a consistent collection of 600,000 titles is designated mainly for our selectors, helping them make their list easy and reasonable for their clients. The classifications, popular levels, publishing date and the inventory information can be checked and found accurately. About 1,500 pieces of forthcoming publications are added into the system each week. <i>Reference on the system available on the request.</i>
4. <i>New releases & seminars on books and TV series</i>	Every week there are new releases & seminars on books and TV series in BIBC. These new publications are normally the key products. Our selectors can provide these key publications for our customers as soon as possible.

We do our selection services mainly by the above modes, but not limited to them. We refer to all the big book publisher websites. As long as our selectors or our customers select a book which is still in distributing, our buyers can have them.

9. Provide clarification regarding the expenditure strategy that will be used for the Markham Public Library.

According to the Delivery Target provided, we understand we must delivery products according the delivery target (for a regular year, and opening collection is not included here) :

We delivery 30% products of the whole year to library by March 31;
 We delivery 50% products of the whole year to library by June 30;
 We delivery 80% products of the whole year to library by September 30;
 We delivery 90% products of the whole year to library by October 31;
 We delivery 98% products of the whole year to library by Nov. 30;
 We delivery 100% products of the whole year to library by Dec.15.

We order products every month with an extra 5% to the delivery target in case of shortage. How many products we delivery to the library in a month is according to library's requirements.

According to the delivery Target, our basic budget given for Target 1 is \$ 63,770.85. (Based on the number of the products requested in the bid document, and the prices we offered, our annual budget for purchase is \$ 212,569.50.) Assuming 3 copies are needed for one title, we have the following Purchase Plan for Target 1 (Taking the different proportion for simplified and traditional products into consideration. See page 4).

For Target 1.

		Budget	Price	Items	Qty	Titles
Simplified	Print	15,797.25	8.26	1913	3	638
	CDs	263.25	3.90	68	3	23
	DVDs	19,042.56	19.20	992	3	331
Traditional	Print	15,797.25	8.26	1913	3	638
	CDs	175.50	3.90	45	3	15
	DVDs	12,695.04	19.20	661	3	220
Total		63,770.85		5,592		1,865

If we delivery products each month, we have the following Purchase Plan for the first month.

For January.

Products		Budget	Price	Items	Qty	Titles	Profile
Print	Simplified	5,265.75	8.26	638	3	213	Based on the Multilingual Children and Adult Collection Profiles Detailed for Angus Glen Branch in Appendix G"
	Traditional	5,265.75	8.26	638	3	213	
CDs	Simplified	87.75	3.90	23	3	8	
	Traditional	58.50	3.90	15	3	5	
DVDs	Simplified	6,347.52	19.20	331	3	110	
	Traditional	4,231.68	19.20	220	3	73	
Total		21,256.95		1,865		622	

In conclusion, based on the expenditure strategy example for January (see above), we can manage the budget well and provide shelf ready products on time, to meet the library's milestones month by month towards year end with an accurate balanced budget, we will use up all designated budget without any left at the end of year.

10. Regarding spine labels – clarify if Chinese Publications for Canadian Libraries Ltd. can provide spine labels in different sizes and fonts.

Yes, we can provide spine labels in different sizes and fonts as you request.

11. Clarify if Chinese Publications for Canadian Libraries Ltd. charges extra for customization. If so, please provide details.

Any customization changes to meet your processing requirements will be free of charge, including the changes of sizes and fonts on the spine labels, and the changes for the MARC record, particular 949 tag for holding codes, and others.

12. Please provide a breakdown on the # titles sold in each category i.e. Print, CD's/ DVD's.

The following is the breakdown on the titles and units we sold to the libraries in 2013.

Products	Titles	Units
Prints	60,040	3,762,110
CDs	1,760	195,708
DVDs	2,095	119,254
Total	63,895	4,077,072

13. Please provide a breakdown on the # titles catalogued in each category i.e. print, CD's/DVD's.

We catalogued and provided MARK data for all titles sold to libraries, including print, CD and DVD products.

Products	Titles
Prints	60,040
CDs	1,760
DVDs	2,095
Total	63,895

The first page of my bid document

CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

1

SUBMISSION REQUIREMENTS CHECKLIST FORM

No	Submission Requirements	Comments	Initial by Bidder to confirm
1	Submission Requirements Checklist form	Yes	<i>CC</i>
2	Bid Form	MANDATORY	<i>CC</i>
3	Bid submission in accordance with requirements specified in this document, and in the City's <i>General Terms and Conditions</i> , Section "Bid Submission"	Yes	<i>CC</i>
4	Reference List	Yes	<i>CC</i>
5	Relevant Subcontractor List	N/A	<i>CC</i>
6	Include a table of contents that makes it easier for evaluators to locate information. The bidder is required to cite specific page references on the lines in response to each of the required PROPOSAL CONTENT AND DELIVERABLES	Yes	<i>CC</i>
7	Proposal Content and Deliverables (Section 11)	Yes	<i>CC</i>
8	Acknowledgement of Receipt of Addendum – Addendum # <u>1-4</u> (if applicable)	Acknowledge	<i>CC</i>
9	No Bid– State Reasons (if applicable)	N/A	<i>CC</i>

Please confirm that you have provided the City with the required documents and acknowledgements by initialing the applicable box before signing this form.

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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THIS BID FORM MUST BE SIGNED TO BE A VALID BID.

7. BID FORM

By submitting an executed Bid Form, the Bidder agrees to be bound by the terms and conditions of this Request for Proposal and the following:

The City's *General Terms and Conditions* (attached hereto) and the City's *Purchasing By-law # 2004-341*, which can be found on the City's website:

<http://www.markham.ca/wps/portal/Markham/BusinessDevelopment/TendersQuotes/!ut/>

All capitalized terms used herein and not otherwise defined shall have the meanings assigned in the City's *General Terms and Conditions*.

The Bidder agrees that this Request for Proposal, the City's *General Terms and Conditions (Parts I and III)*, the Successful Bidder's submission, the Purchase Order, and any other written agreement between the City and the successful Bidder regarding the Work shall form the Contract between the City and the successful Bidder.

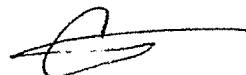
The Bidder agrees to provide all necessary labour, material and equipment necessary to complete the Work or provide goods and services as applicable and as per the Work described in this Request for Proposal for the quoted price on the Bid Form.

The Bidder, by signing this Bid Form, acknowledges the following:

- This Bid is made without any connection, knowledge, comparison of figures or arrangements with any other firm, company or person putting forward a response to the same tender for the same Work and is in all respects fair and without collusion or fraud.
- Declare that all information stated in response to this Request for Proposal is in all respects fair and true.
- Declare that no member of the City's Council, or any City employee, is or will become interested directly or indirectly as a contracting party or in the performance of the Contract.

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

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CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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1.0 Bids shall be irrevocable and valid for acceptance by the City for a period of NINETY (90) business days from the Closing Time.

2.0 Bid prices shall be guaranteed by the Successful Bidder until final completion of the Contract.

3.0 Any HST amounts normally shown as "included" in goods or services are to be backed out and shown separately. HST will be calculated based on the **Bid Price (excluding taxes)** in the Bid Form. Bidders are to show a separate line item for HST on their invoices and draw certificates

4.0 The evaluation of the Bid prices will be based on the **Bid Price (excluding taxes)**. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to award in whole or in part (including, without limitation, by part, item or group of items), or to award to more than one Bidder, in which case the evaluation of the Bid prices will be based on the Bid price for the applicable part, item or group of items.

5.0 Payment terms: 0 % Discount net 15 days after receipt of an approved invoice by the City.

OR

Payment terms: 0 % Discount net 20 days after receipt of an approved invoice by the City. If no discount, payment will be made in accordance with Part III, Section 21 of the City's General Terms and Conditions (i.e. net 30 days).

In connection with any discount offered for early payment, time shall be computed from receipt of an approved invoice by the City Accounts Payable Department. NOTE: Invoices not mailed to the City Accounts Payable department, will have the discount extended accordingly.

Payment shall be considered to have been made on the date which appears on the payment cheque.


The City, in its sole discretion, will not take any discounts into consideration when determining the lowest priced Bid and the best value to the City.

Name of Company: Chinese Publications for Canadian Libraries Ltd.

Address: 616-250 Consumers' Road

City/Town/Postal Code: Scarborough / M2J 4V6

HST Registration #: 827603713RT0001

Signature:  Name: Qiangli Cao

(I have authority to bind the Company) Print Name: Qiangli Cao

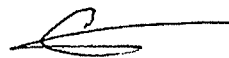
Title: Director

Telephone Number: 1-647-887-8767 Date: 2014/1/20

Facsimile Number: 416 -800 -5169

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

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Declaration

1. We are bidding upon:
 - o Section A & B: Multilingual DVDs and music CDs (Chinese) at OPTION 2
 - o Section A & B: Multilingual Print (Chinese) at OPTION 2
2. The prices we offered on the following bases.
 - o For print: 50% simplified books to 50% traditional books
 - o For DVDs and CDs: 60% simplified products to 40% traditional products; 40% TV/movie series to 60% movies.
 - o We can adjust the proportion according to the library's requirements.

3. TERM OF CONTRACT

The term of this contract is for four (4) years, seven (7) months, as indicated below:

Year 1 – June to December 2014

Year 2 – January to December 2015

Year 3 – January to December 2016

Year 4 – January to December 2017

Year 5 – January to December 2018

Prices must be firm fixed from 2014-2016. Please indicate by circling, the percentage increase or decrease (if any) for the fourth and fifth years of the contract.

% increase for 2017 1 %

% increase for 2018 1 %

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

BID FORM – CONTINUED

For each category being bid upon the bidder must provide:

- o Average cost of item
- o Discounted Price
- o MARC record cost
- o Unit processing cost
- o Linking Cost
- o Subtotal MARC, Process and Linking Costs
- o Unit Selection Cost
- o Unit Shipping Cost
- o Other Costs
- o Subtotal Selection, Shipping & Other Charges
- o Total Cost (Excl. of HST)

SECTION A: MULTILINGUAL MATERIALS – CHINESE: Current seven (7) branches

Category	Est. # units	Estimated Average List Price	Discounted Price Sub-Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC, Process & Linking Costs	Unit Selection Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Shipping & Other Charges	Total Cost (Excl. of HST)
Chinese – Print (Simplified & Traditional)	12,750	\$ 11.80	\$ 8.26	\$ 1.10	\$ 3.60	\$ 0.40	\$ 5.10	\$ 0.30	\$ 0.30	\$ 0	\$ 0.60	\$ 13.96
Chinese – CDs	375	\$ 6.00	\$ 3.90	\$ 1.10	\$ 3.20	\$ 0.40	\$ 4.70	\$ 0.15	\$ 0.15	\$ 0	\$ 0.30	\$ 8.90
Chinese - DVDs	5,510	\$ 25.60	\$ 19.20	\$ 1.50	\$ 4.00	\$ 0.40	\$ 5.90	\$ 0.30	\$ 0.40	\$ 0	\$ 0.70	\$ 25.80
BID PRICE SECTION 'A' MULTILINGUAL MATERIALS CHINESE: (EXCL. OF HST)											\$ 323,485.50	

Chinese Publications of Canadian Libraries Ltd

Qiangli Cao



Legal Company Name

Print Name

Authorized Signing Representative's Signature

BID FORM – CONTINUED

For each category being bid upon the bidder must provide:

- Average cost of item
- Discounted Price
- MARC record cost
- Unit processing cost
- Linking Cost
- Unit Selection Cost
- Unit Storage Cost
- Unit Shipping and other costs

SECTION B: MULTILINGUAL MATERIALS – CHINESE (OPENING DAY COLLECTION Q4 – 2015)

Category	Est. # units	Estimated Average List Price	Discounted Price Sub Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC, Process & Linking Costs	Unit Selection Cost	Unit Storage Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Storage, Shipping & Other Charges	Total Cost (Excl. of HST)
Chinese – Print (Simplified & Traditional)	11,913	\$ 11.80	\$ 8.26	\$ 1.10	\$ 3.60	\$ 0.40	\$ 5.10	\$ 0.30	\$ 0.10	\$ 0.30	\$ 0	\$ 0.70	\$ 14.06
Chinese - CDs	340	\$ 6.00	\$ 3.90	\$ 1.10	\$ 3.20	\$ 0.40	\$ 4.70	\$ 0.15	\$ 0	\$ 0.15	\$ 0	\$ 0.30	\$ 8.90
Chinese - DVDs	5,149	\$ 25.60	\$ 19.20	\$ 1.50	\$ 4.00	\$ 0.40	\$ 5.90	\$ 0.30	\$ 0.20	\$ 0.40	\$ 0	\$ 0.90	\$ 26.00
BID PRICE SECTION 'B': MULTILINGUAL MATERIALS CHINESE OPENING DAY COLLECTION Q4 2015 (EXCL. OF HST)												\$ 304,396.78	

Chinese Publications of Canadian Libraries Ltd

Qiangli Cao



Legal Company Name

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Authorized Signing Representative's Signature

CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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9. REFERENCE LIST

List 3 references of completed projects of similar size and scope from the last 5 years. Separate Attachment: Yes

	Company Name	Contact Person and Phone No.	Contract Value	Description of Work	Completion Date
1	National library of China	Bao Jian Min 86-10-88545037	850,000 USD each year	MARK data, Catalogue, Processing	Long term
2	Guangzhou Public library	He Yanwu 020-32352907	760,000 USD each year	MARK data, Catalogue, Processing	Long term
3	Capital public Library	Zhang Kai 18611670733	700,000 USD each year	MARK data, Catalogue, Processing	Long term

Note: Reference checks may not be limited to those supplied by the Bidder. The City reserves the right not to award to the highest ranked or any Bidder whose reference checks do not provide proof of their satisfactory performance, experience and/or qualifications.

10. RELEVANT SUB-CONTRACTOR LIST

Separate attachment: No

	Company Name	Address	Contact Person and Phone No.	Description of Sub-Consultant's Work
1	N/A			
2	N/A			
3	N/A			

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature



MARKHAM PUBLIC LIBRARY

Appendix 'J'

Administration Centre
6031 Highway 7 East
Markham, Ontario L3P 3A7

Tel: (905) 513-7977

Fax: 905-471-6015

AUDIO-VISUAL VENDORS

Chinese Publications for

The undersigned, Canadian Libraries Ltd. (*name of Company*), hereby represents and warrants that:

- (a) the undersigned has distribution/sales rights for all audio cassettes, CDs, CD-ROMs, video cassettes, DVDs or any other audio-visual products sold to the Markham Public Library by the undersigned ("Audio-Visual Products");
- (b) there are no restrictions to the Audio-Visual Products being borrowed by the customers of the Markham Public Library for private use;
- (c) neither the sale of the Audio-Visual Products to the Markham Public Library by the undersigned nor the borrowing of the Audio-Visual Products by customers of the Markham Public Library for private use shall infringe or violate the intellectual property rights of any third party; and
- (d) all Audio-Visual Products shall be provided in a format suitable for the North American format.

The undersigned hereby agrees to indemnify, hold harmless and defend the Markham Public Library, The Town of Markham Public Library Board, and The Corporation of the Town of Markham (and their elected officials, directors, officers, employees, agents and representatives) (collectively the "Releasees") from and against all liabilities, claims, damages, losses, costs and expenses (including, without limitation, reasonable legal fees) suffered or incurred by the Releasees as a result of the breach by the undersigned of any representation and warranty provided hereunder.

The undersigned shall receive prompt written notice of any claim or action to which this indemnity applies and shall be given the reasonable opportunity to defend against said claim or action, at its expense. The Releasees shall not settle any such claim or action without the prior written consent of the undersigned, which consent shall not be unreasonably withheld or delayed.

Company: Chinese Publications for Canadian Libraries Ltd.

Address: 616-250 Consumers' Road, Scarborough

Tel: 647 887 8767 Fax: 416-800-5169 Email: frankcanada@live.com

Company Representative: Qiangli Cao



Title: Director
Signature: [Signature]
Date: 01 / 22 / 2014

(I have authority to bind the Company)

CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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8.2	Bidder's responsibilities: The vendor shall undertake to complete, but is not limited to, the following elements relating to materials selections, acquisitions, cataloguing & processing:	Compliance fully - F	Initial to Confirm Submission
8.2.1	Materials – Selection Services for Automatic Release Plans (ARPs) – Mandatory Markham Public Library requires automatic release plans for all its materials. Based on library 'Selection Profiles' the vendor will select materials for all ARPs. The vendor's designated contact person will work closely with the library's Collection Development Strategist in matters of selections for the library. The selection will be done in a timely and appropriate manner to fulfill the needs of the library. The library will reserve some portions of its budgets for firm orders. Markham Public Library will require the vendor to provide lists for Bestseller titles that are planned for publication ahead of the on order records as described in section 3.15 – On Order MARC records, to enable the library to plan its reading lists. Formats currently required are Books, CDs, Talking books, DVDs/blu rays and Video Games. <i>In addition to English and French, the library currently requires the following language materials:</i> <i>Chinese, Gujarati, Hebrew, Hindi, Korean, Punjabi, Persian, Russian, Spanish, Tagalog, Tamil, & Urdu.</i> <i>Additional languages will be added as the community needs arise.</i>	F. We help manage the budget, order, and delivery. We do Chinese selections only.	
8.2.2	Expenditure Strategy and Plan The bidder should provide a plan for commitment and shipping that will meet the library's milestones – See Expenditure Strategy and Plan in Proposal Submission Content.	F.	

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao

Legal Company's Name


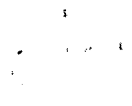

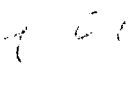
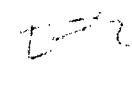
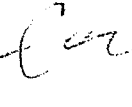
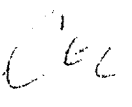
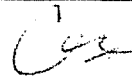
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CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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8.2.3	Copyright – Mandatory (All formats) All material supplied by the vendor shall meet Canadian copyright regulations specifically including distribution rights.	F *Details provided on page 28.	
8.2.4	Audio-visual materials – Indemnification form – Mandatory (Audio Visual Only) The library will require the vendor for Audio-Visual materials to sign an indemnification form with regards to the sale and distribution of these materials.	F.	
8.2.5	Ordering options – Mandatory Vendor will accept Edifact orders generated by the Library's Symphony ILS.	F.	
8.2.6	Returns – Mandatory The library will return materials for refund (including processing costs) that are not appropriate for its Collections, do not meet the Selection Profiles provided by the library or are defective.	F.	
8.2.7	Cancellations – Mandatory The vendor will be required to accept and follow up on cancellations that are library initiated.	F.	
8.2.8	Claims - Mandatory The library will send claims to the vendor by a variety of communication methods e.g. phone, email.	F.	
8.2.9	Non-Canadian materials – Mandatory The library will require the vendor to acquire materials on its behalf that are from Canadian, US and other sources.	F.	
8.2.10	Reporting - Mandatory	F.	

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao

Legal Company's Name


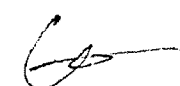

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CORPORATION OF THE CITY OF MARKHAM

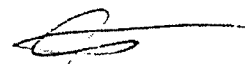
285-R-13: Markham Public Library Material and Processing Services

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	<p>The Markham library requires reports including but not limited to:</p> <ul style="list-style-type: none"> o Outstanding orders. o Fund reports (monthly and annual expenditures in library defined categories). o Cancellation reports including explanation for cancellation. 		
8.2.11	<p>Shipments – Mandatory</p> <p>Shipments shall arrive regularly at delivery times to be mutually agreed upon with the vendor.</p> <p>Each shipment shall be accompanied by a packing slip for all material included in the shipment. Items that are manually linked are to be divided by branch into delivery splits. The Library would like bidders to explore shipping options with their carrier to provide alternate direct delivery to individual branches, rather than to the central location of Technical Services.</p> <p>The packing slip shall include, for each title shipped:</p> <ul style="list-style-type: none"> - Fund codes, title, ISBN, binding (if applicable) list price, discount (if any), unit price charged, quantity shipped, quantity back ordered and purchase order number (if applicable). - Summaries and details for items shipped by fund code are to be provided for each packing slip. - The vendor shall provide a consolidated monthly invoice with a total for each fund account. - Invoices shall include, for the shipment overall, taxes and processing charges. All invoices must be in Canadian dollars and payable by cheque from a Canadian financial institution. 	<p>F.</p> <p>We customize the purchase lists monthly based on customers' individual budget and selection profiles.</p>	
8.2.12	<p>Processing Services – Mandatory</p> <p>The basic features of materials processing are:</p> <ul style="list-style-type: none"> o barcodes (provided by library) o Property stamp/label o RFID tag – application & programming (requires 3M equipment) o Stingray overlays for DVDs, blu-rays, CDs, video games o Call number label <p>Vendors will process materials according to library requirements provided in Appendix A -Processing and Labeling Instructions.</p>	<p>F.</p> <p>All our experienced processing team are providing shelf-ready services for more than 400 big libraries</p>	

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name


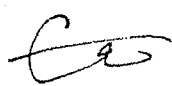
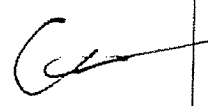
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CORPORATION OF THE CITY OF MARKHAM

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	<p>The Markham Public Library currently owns an RFID tagging machine. However, it will NOT be available for the purpose of this contract. Bidders will be responsible for providing their own RFID tagging machine.</p>	<p>according to their requirements</p> <p>*Details provided on page 28.</p>	
8.2.13	<p>MARC records – Mandatory</p> <p>MARC records shall meet AACR2 standards for the material.</p> <ul style="list-style-type: none"> The library requires some customization to the MARC records as follows: <ul style="list-style-type: none"> GMD – large print; DVD; console games; sound recordings Local Subjects – e.g. 650 \$DVDs, French; 650 \$Playstation 3; 650 \$Wii Elimination of standard subdivision 0285/53 for [electronic resource]. MARC records shall be available electronically in a file that corresponds to a shipment. A list of MARC records shall accompany the electronic file. Library materials (except Mass market paperbacks, Board books & unprocessed items) will be accompanied by MARC records, except for added copies. The library currently creates brief records for Mass Market Paperback. The elements of these records are limited to; tag 008, Author (s), Title, ISBN and Series. The Library will not pay for MARC records for ADDED copies. For ARP selections the vendor will send a MARC record when the title is shipped for the first time only. Holding codes in the 949 tag are required; the vendor should have the capability to provide this information. Vendor will be required to classify using C3 (Customer Centered Classification). MARC records for C3 do not require any customization. For multilingual materials the MARC records are in a transliteration to English. 	<p>F.</p> <p>We are able to provide our customers with data records in Canadian MARC format as soon as the products reach them.</p> <p>*Details provided on page 28.</p>	
8.2.14	<p>Authority control records – Mandatory</p> <p>The vendor shall provide authority records used by National Library of Canada (NLC) and Library of Congress heading, with priority to NLC in the event of conflict.</p>	F	

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao

Legal Company's Name




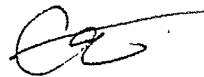
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CORPORATION OF THE CITY OF MARKHAM

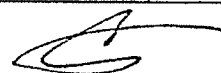
285-R-13: Markham Public Library Material and Processing Services

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8.2.15	On order MARC records – Mandatory The library requires brief "on order" records with holdings information for some formats of the ARP materials selected by the vendor. The on order records are required once the vendor has placed orders on behalf of the library. The on order records shall be sent in an electronic file to the library.	F.	
8.2.16	Spine labels / Call number labels – Mandatory Spine labels are required for all processed material. Library requirements are specified in Appendix B - Cuttering & Spine Labels.	F	
8.2.17	Cataloguing Service – Mandatory The Library uses AACR2 cataloguing. Authority control uses National Library of Canada (NLC) and Library of Congress heading, with priority to NLC in the event of conflict. Call numbers use Dewey Decimal 22 (DDC) for new multilingual non-fiction records. DDC 21 is acceptable for material published in 2003 and earlier. Comic strips & Graphic Novels are classified as Fiction – adult, teen or children's.	F *Details provided on page 28.	
8.2.18	C3 – Customer Centered Classification – Mandatory C3 (Customer Centered Classification): A local classification system has been developed by Markham Public Library. This classification system is currently used for all English Non-Fiction materials at every location. Use of this classification system is expected to extend to other collections. The library will require C3 to be used by its vendor for these collections. The classification system combines the use of popular terms for merchandising categories and a 4 digit classification number. Details of the classification numbers and scope notes will be provided.	F	

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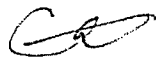

Print Name

Authorized Signing Representative's Signature

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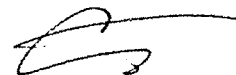
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	Some customized cutting is required. The vendors will be required to follow confidentiality rules with regard to the use of C3. A brief description is provided in Appendix C - C3 and Merchandizing categories.		
8.2.19	<p>Merchandising categories & labels – Mandatory</p> <p>The Markham Public Library merchandizes its collections at all locations. The vendor will be required to affix merchandising labels to library specifications.</p> <p>Currently there are approximately 50 different merchandising labels that are in use.</p> <p>(See Appendix C - C3 and Merchandizing Categories).</p>	F	
8.3	<ul style="list-style-type: none"> • Selections according to library profiles and merchandising guidelines provided by the library • On order MARC records for print materials • Materials delivery according to expenditure milestones provided by the library. • Processing according to scope of work. • MARC records • C3 for all branches English non-fiction collections 	F.	

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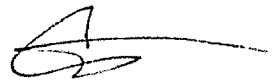
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City of Markham
 Anthony Roman Centre
 101 Town Centre Boulevard
 Markham, Ontario
 L3R 9W3

Friday, Jan. 8, 2014

Respond to the request for Proposal 285-R-13
Markham Public Library Material and Processing Services

Thanks for the opportunity to respond to your request for proposal. We have looked through the bid documents and addendum # 1- 4. We are very confident that we have met all of your requirements for supplying Markham Public Library Material and related Processing Services for Chinese products.

Who are we?

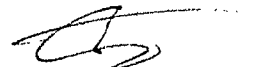
Chinese Publications for Canadian libraries Ltd. (CPCL) is a branch company of Beijing Publications Distribution Group (BPDG). BPDG is a huge publication and distribution group in China, and it is the biggest Chinese publications wholesaler in China. We have products of both kinds on display in Beijing International Book City (BIBC) for wholesale. BIBC is a part of BPDC. In order to open up Canada library markets, BPDG set up CPCL in Toronto in March 2011. (For more information, please refer to attached Appendix 1-4).

Our Superiorities

- *Offer both simplified and traditional Chinese products*
 Our customers can go to BIBC in person for selection, or they can order online. We also provide directly ordering and delivery for our customers from publishers in China, Taiwan and Hong Kong based on our customers' requirements. We have more than 500,000 titles for our customers' selection daily average.
- *The most competitive prices*

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The whole country's publishers wholesale their books themselves in our Book City in Beijing, and our partner wholesalers in Taiwan are the biggest and original ones. Due to this structure, we are able to provide direct sales to our customers, including libraries, with our best prices available in the market.

- *All the products we provide meet Chinese and Canadian copyright regulations.*
Our guarantee is based on our authoritative database we have set up. Also all our products directly shipped from publishers without third party being involved.
- *All the products we provide meet the Chinese and Canadian distributing rights.*
In the current market, not all publications in Chinese get certified to sell in other foreign markets. However, BPDG officially links to all publishers and have detailed information on the publications. Our professional lawyers check the issues all year around.
- *North America Office*
CPCL is located in Scarborough. We are to work with MPL staff.
- *We accept all the returned materials.*
If our products do not meet library selection profiles or needs, we will accept returns. For the return process, we will absorb all the related cost, including shipping.

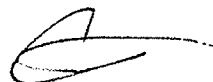
Our Skills and Experience at Library Services

BPDG began the library service project in China in 2003. Our business has grown rapidly in the past 10 years. Now we have a big library service team with than 100 employees (For more information, please refer to attached Appendix 4). As of today, we have more than 400 library customers, including China National Library, the biggest library in Asia, Shanghai Public Library, Beijing Public Library, and most Provincial Libraries Guangzhou Public Library, etc. Average each year, we sell more than 4,000,000 book and video products to our library customers. For this RFP, we commit to supply the following services, including but not limited to:

- *Online Selection*
We have built an Online Selection System on line for our customers. With a consistent selection of 500,000 titles available in our inventory each day with forthcoming products each week, our customers can create their own purchase lists.

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- *ARPs is provided*

We help manage the budget, order, and delivery. We customize the purchase lists monthly based on customers' individual budget and selection profiles. We have designated person to be responsible for each customer. All the products will be delivered to our customers' doors.

- *Cataloguing is provided*

We make all our customers' materials conform to appropriate descriptive cataloguing rules and their individual requirements. Our authoritative database consists of over 2,700,000 records. We are able to provide our customers with data records in Canadian MARC format as soon as the products reach them. We also provide On Order MARC Records.

- *Processing is provided*

Our processing team provides shelf-ready products that meet our customers' different requirements, including but not limited to barcodes, spine labels/call number labels, Magnetic Stripe, RFID, property stamp, authority control, Merchandising Categories & Labels, C3 Customer Centered Classification, and item link, etc.

Now we have already had some Canadian library customers. Vancouver Public Library plays orders at the end of each year. Toronto Public Library and Vaughan public libraries started to purchase our products in 2013. With our unique advantages, we are very confident that we are the best vendor of Chinese publications for Canadian public libraries in Canada. We are looking forward to having the opportunity to work with Markham City and MPL in the near future.

Yours sincerely,

Frank Cao

Director

Chinese Publications for Canadian Libraries Ltd.

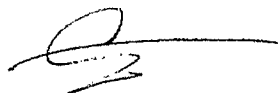
chinesepublications@gmail.com

1-647-887-8767 / 416-800-5169

www.ccbooks.ca

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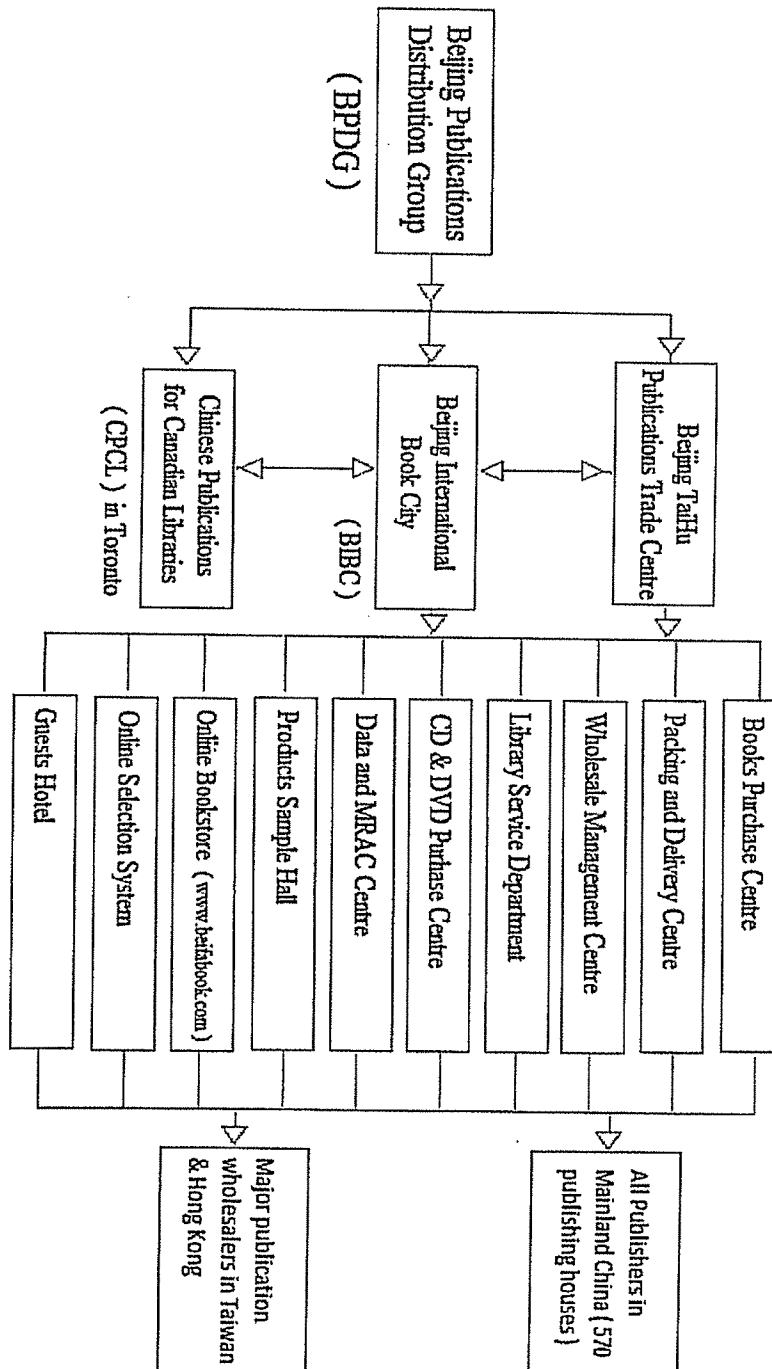
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Appendix 1 -- Organization Form



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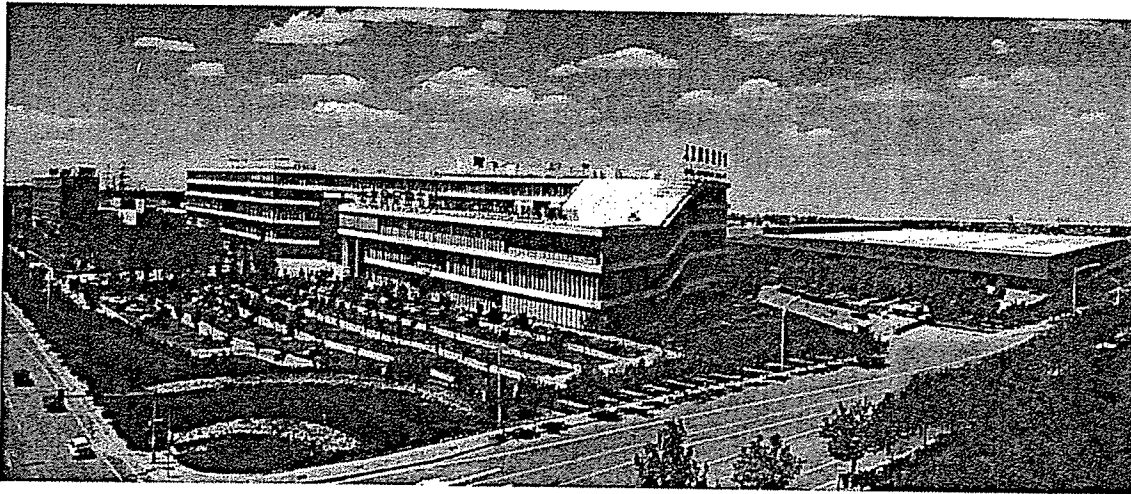
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Appendix 2 - Beijing International Book City (BIBC)

Beijing International Book City (BIBC) is the largest book distribution centre in China. It is located in the east of Beijing, and covers an area of 300,000 square meters with over 600,000 publication products published or produced by the publishers and audio and video product companies all over the world. The owner of the Beijing International Book City is Beijing Publications Distribution Group (BPDG), which is the largest state owned book distribution enterprise in China.



Beijing International Book City is mainly engaged in publications supply to libraries, group buyers and wholesalers in China. The publication products are on exhibition for its clients in ultra-large sample rooms all year round. All the Chinese publishers, key publication wholesalers from Taiwan and Hong Kong, and 48 western publishing groups show and distribute their products there.



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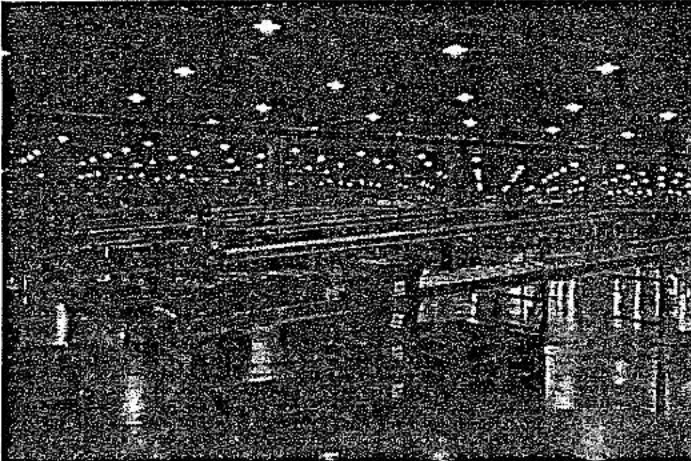
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BIBC provides a 24-hour-non-stop service with its word leading automatic distribution streamline. It keeps an inventory of over 15 million average days.



BIBC offers its clients the first class services with its professional team. They always do according to its clients' needs and requirements. They believe their clients are gods. All the libraries in China order publications from BIBC. Normally BIBC provides shelf ready services for its library clients.



The services have covered the whole mainland China, Hong Kong, Taiwan, and are moved abroad. We hope you are interested in us and to be one of our clients in the near future.

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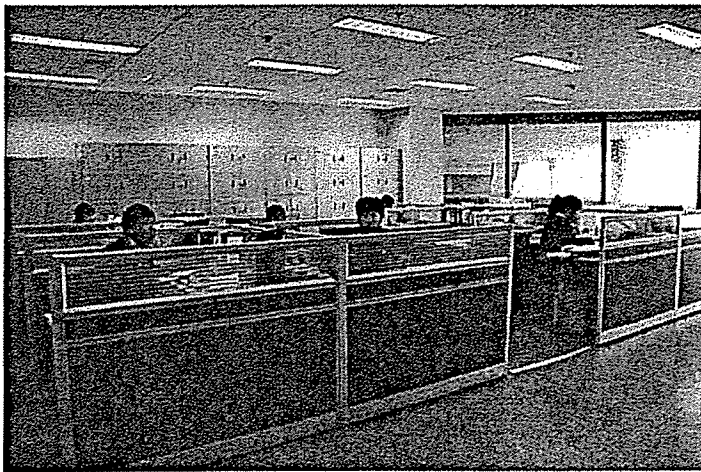
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Appendix 3 -- Library Service Department

Our library service team is one of departments inside Beijing International Book City. We began serving library clients in 2003. The library services grew very fast after Beijing International Book City was set up in 2007. In early days we provided materials only, and now we provide shelf ready projects for almost all of our library clients. We work carefully with each library to customize plans to suit their specific needs. Our highly-qualified, experienced catalogers can provide our clients Cataloguing Services.



Now we have had a big library service team with more than 100 employees. Our service team are basically composed of educated young people, half are library professionals and half are processors. All our employees are asked to meet certain qualifications before coming to their positions. They are either asked to be trained or to take continuous courses. Our team has one hundred percent reached the college level education. Some of our elites are introduced to you here:

Name	Education background	Job description
Zhao Wei	Master degree of Library and Information Science	Supervisor. In charge of <i>Publication Data Section</i> , a team of eight people.
Wang Di	Bachelor degree of computer application	Supervisor. In charge of <i>Processing Section</i> , a team of twenty-two people. Processing on barcodes, spine labels, Magnetic Stripe etc.
Yang Man	Bachelor degree of computer application	Supervisor. In charge of <i>Delivery Section</i> , a team of twenty-four people. Processing on barcodes, spine labels, Magnetic Stripe etc.

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Zhao Bin	Bachelor degree of computer application	<i>MARC specialist</i> , Cataloging bibliographic data. Supervisor for 10 people.
Gong Jian Min	Master degree of Library and Information Science	<i>MARC specialist</i> , Cataloging data indexing, Supervisor for 8 people.
Wan Yan	Master degree of Library and Information Science	<i>MARC specialist</i> , MARC format for authority data, Supervisor for 8 people.

Our experienced processors can offer qualified processing work on barcodes, security tags, pockets, spine labels, repackaging – whatever our clients need to make their items shelf-ready.



Because BIBC is the biggest publication platform with the first class services, and almost all the big libraries in China are our clients. We sell and do processing more than 4,000,000 pieces on books, CD and DVD products each year. We have had more than 400 library clients and now I name some of them as you references:

National Library of China; Shanghai Public Library; Beijing Public Library; Guangzhou Public Library; Fujian Public Provincial Library; Hunan Public Library; Hebei Public Library; Shaanxi Public Library; Anhui Public Library; Hubei Public Library; Liaoning Public Library; Hainan Public Library; Sichuan Public Library; Guangzhou University Library; Hefei Public Library; Beijing University of Technology Library; Capital Normal University Library; Library of Beihang University; Beijing University of Posts and Telecommunications Library; Renmin University of China Library; Central University of Finance and Economics Library

Chinese Publications for Canadian Libraries Ltd

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APPENDIX 4-1

Video and DVD Order by Vaughan Public Library

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No	ISBN	Book Titles	Publishers	Media Type	Unit Price (RMB)	Quantity	Sum(RMB)
1	7-7998-1562-0	再说长江	中国国际电视总公司	DVD	150.00	1	150.00
2	7-88498-464-4	京剧著名曲牌	中国唱片深圳公司	CD	14.00	1	14.00
3	978-7-88520-314-6	京剧老生 谭鑫培等	中国唱片总公司	CD	10.00	1	10.00
4	978-7-88520-130-9	京剧老生 高庆奎等	中国唱片总公司	CD	10.00	1	10.00
5	978-7-88520-320-7	京剧老生 余叔岩等	中国唱片总公司	CD	14.00	1	14.00
6	978-7-88520-182-1	京剧老生 言菊朋等	中国唱片总公司	CD	10.00	1	10.00
7	978-7-88520-158-6	京剧小生武生 姜妙香等	中国唱片总公司	CD	14.00	1	14.00
8	978-7-88520-442-6	京剧老旦 李多奎等	中国唱片总公司	CD	14.00	1	14.00
9	978-7-88520-291-0	京剧青衣 荀慧生等	中国唱片总公司	CD	14.00	1	14.00
10	978-7-88520-290-3	京剧青衣 程砚秋等	中国唱片总公司	CD	14.00	1	14.00
11	978-7-88520-292-7	京剧青衣 尚小云等	中国唱片总公司	CD	14.00	1	14.00
12	978-7-88520-289-7	京剧青衣 梅兰芳等	中国唱片总公司	CD	14.00	1	14.00
13	978-7-88520-294-1	黄梅戏 严凤英等	中国唱片总公司	CD	14.00	1	14.00
14	978-7-88520-295-8	越剧 赵志刚等	中国唱片总公司	CD	14.00	1	14.00
15	978-7-88520-287-3	豫剧 四大名旦	中国唱片总公司	CD	14.00	1	14.00
16	978-7-88917-030-7	刘宝瑞对口相声集	北京科海电子出版社	CD	58.00	1	58.00
17	978-7-88094-460-0	西藏一年	中国科学文化音像出版社	DVD	150.00	1	150.00
18	978-7-7998-3214-2	舌尖上的中国	中国国际电视总公司	CD+DVD	183.00	1	183.00
19	978-7-88763-029-0	媳妇的美好时代	华录出版传媒有限公司	DVD	185.00	1	185.00
20	978-7-88917-039-0	高英培相声精品集	北京科海电子出版社	CD	58.00	1	58.00
21	978-7-88917-038-3	马季相声精品集	北京科海电子出版社	CD	98.00	1	98.00
22	978-7-88917-013-0	马三立相声精品集	北京科海电子出版社	CD	68.00	1	68.00
23	978-7-88378-081-6	苇苇婚后恋爱	辽宁广播音像出版社	DVD	232.00	1	232.00
24	978-7-88378-220-9	早有财	辽宁广播音像出版社	DVD	218.00	1	218.00
25	978-7-88377-730-4	家, N次方	辽宁广播音像出版社	DVD	165.00	1	165.00
26	978-7-8843-5170-1	北京爱情故事	齐鲁电子音像出版社	DVD	275.00	1	275.00
27	978-7-88541-559-4	小儿难养	广东嘉世音像出版有限公司	DVD	270.00	1	270.00
28	978-7-88377-752-6	亮剑	辽宁广播音像出版社	DVD	297.00	1	297.00
29	7-7998-1425-X	新丝绸之路 (国际版)	中国国际电视总公司	DVD	100.00	1	100.00
30	978-7-88435-271-5	晋瓷	齐鲁电子音像出版社	DVD	275.00	1	275.00
31	7-88320-374-6	大工匠	天津市文化艺术音像出版社	DVD	46.00	1	46.00
32	978-7-88477-845-4	浮沉	金峰音像出版社	DVD	220.00	1	220.00
33	978-7-7998-2082-8	Travelogue. 旅行家	中国国际电视总公司	DVD	67.00	1	67.00
34	978-7-88420-696-4	中国最美的地方 (二)	上海尚世影业有限公司	DVD	75.00	1	75.00
35	7-88514-260-3	中国最美的地方	上海电视传媒公司	DVD	75.00	1	75.00
36	978-7-88378-023-6	木府风云	辽宁广播音像出版社	DVD	270.00	1	270.00
37	978-7-88345-025-4	裸婚时代	齐鲁电子音像出版社	DVD	312.00	1	312.00
38	978-7-88378-107-3	与狼共舞	辽宁广播音像出版社	DVD	270.00	1	270.00
39	978-7-88531-984-7	楚汉	深圳音像出版社	DVD	447.00	1	447.00

Continue

APPENDIX 4-2 Book Order lists (Traditional Books) By Vancouver Public Library

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No	ISBN	Titles	Authors	Publishers	PRICE	QTY	Total	備註
1	4715006437380	我的第一本車車形狀捉迷藏		幼福文化	160.00	4	640.00	童書
2	4715006440243	寶寶快樂造型書: 顏色與形狀【革新版】	幼福編輯部	幼福文化	99.00	4	396.00	童書
3	4715006441301	認識動物《革新版》	幼福編輯部	幼福文化	99.00	4	396.00	童書
4	9789577622488	黑看白	TANA HOBAN	上誼文化	120.00	4	480.00	童書
5	9789577622495	白看黑	TANA HOBAN	上誼文化	120.00	4	480.00	童書
6	9789577624475	摸一摸看一看: 可愛的動物	上誼編輯部	上誼文化	220.00	4	880.00	童書
7	9789577624864	小雷和波波生活故事第二輯	海倫, 奧森柏莉	上誼文化	499.00	4	1,996.00	童書
8	9789861614205	早安晚安: 給0~3歲的自理兒歌	李紫蓉 作: 林小利	信誼基金	280.00	4	1,120.00	童書
9	9789861614366	嚕啦啦: 給0~3歲的經典兒歌	蘇億傑、郝洛玫、林	信誼基金	280.00	4	1,120.00	童書
10	9789861614403	伊比丫丫: 給0~3歲的經典兒歌	楊雅惠、蘇億傑、郝	信誼基金	280.00	4	1,120.00	童書
11	9789862121382	好忙的遊樂園	REBECCA FINN	上人文化	250.00	4	1,000.00	童書
12	9789862121399	好忙的港口	REBECCA FINN	上人文化	250.00	4	1,000.00	童書
13	9789865811051	我的小馬桶: 女生	愛羅娜, 法蘭茲	維京國際	250.00	5	1,250.00	童書
14	9789865811068	我的小馬桶: 男生	愛羅娜, 法蘭茲	維京國際	250.00	5	1,250.00	童書
15	9789867517012	好玩的遊戲	REBECCA FINN著	上人文化	250.00	4	1,000.00	童書
16	9781940007335	習王聯手抓貪	紀文輝	領袖	338.00	6	2,028.00	非小說
17	9789575268268	天然寶石珠寶基礎事典: 寶石專屬, 全方位知識	日本中央寶石研究所	瑞昇文化	300.00	4	1,200.00	非小說
18	9789578005259	最新白話菜根譚活學活用(上)	高群 編: (明)洪應	金文鼎	319.00	3	957.00	非小說
19	9789578005266	最新白話菜根譚活學活用(下)	高群 編: (明)洪應	金文鼎	319.00	3	957.00	非小說
20	9789861218090	面相大補帖50問	邢會珍	書泉	250.00	4	1,000.00	非小說
21	9789862253540	詹惟中教你好運就是這樣來: 命理老師最常被問到	詹惟中	Green Life	250.00	5	1,250.00	非小說
22	9789862578858	男人就該這麼帥: 變身型男の終極全套攻略	摩天文傳	拓客出版社	300.00	5	1,500.00	非小說
23	9789865779085	女生路跑的第1本書: 運動健護教練教你正確跑,	路跑同好會	世茂出版社	260.00	3	780.00	非小說
24	9789865836962	番茄食堂深夜吃也不怕胖	王楠楠	佳魁資訊	260.00	6	1,560.00	非小說
25	9789865871710	圖解旅館英文詞彙	張雅端、吳玉珍、柳	釀出版	400.00	4	1,600.00	非小說
26	9789865942519	用彩繪記錄生活故事: 輕鬆繪製個性小插圖	飛樂鳥	華威文化	250.00	5	1,250.00	非小說
27	9789866133497	打造你的英語哈啦力: 不管是談生意衝業績, 或是	朱子翬	好優文化	299.00	6	1,794.00	非小說
28	9789866363849	跟著物理學教授3小時學會打高爾夫	大槻義彥	世茂出版社	280.00	3	840.00	非小說
29	9789577623669	我的地圖書	莎拉方納利	上誼文化	350.00	4	1,400.00	童書
30	9789577623867	WHERE ARE YOU GOING? TO SEE MY FRIEND你要去	艾瑞卡爾	上誼文化	350.00	4	1,400.00	童書
31	9789577624376	我太小我不要上學—查理和蘿拉系列	羅倫柴爾德	上誼文化	280.00	4	1,120.00	童書
32	9789577624925	小寶寶要來了	約翰, 伯寧罕, 海倫	上誼文化	280.00	4	1,120.00	童書
33	9789861893914	不行!	瑪塔艾德絲	格林文化	260.00	3	780.00	童書
34	9789862120606	我永遠永遠愛你	JONATHAN EMMETT	上人文化	250.00	3	750.00	童書
35	9789862413142	丁丁歷險記02: 丁丁在美國	艾爾吉 作: 沈奕伶	天下雜誌	260.00	2	520.00	童書
36	9789862413326	丁丁歷險記11: 紅海盜的寶藏	艾爾吉	天下雜誌	260.00	2	520.00	童書
37	9789862413340	丁丁歷險記12: 七個水晶球	艾爾吉	天下雜誌	260.00	2	520.00	童書
38	9789862413401	丁丁歷險記15: 奔向月球	艾爾吉	天下雜誌	260.00	2	520.00	童書
39	9789862413425	丁丁歷險記16: 月球探險	艾爾吉	天下雜誌	260.00	2	520.00	童書
40	9789862413500	丁丁歷險記20: 綠寶石失竊案	艾爾吉	天下雜誌	260.00	2	520.00	童書
41	9789862413524	丁丁歷險記21: 714航班	艾爾吉	天下雜誌	260.00	2	520.00	童書
42	9789862413548	丁丁歷險記22: 丁丁和叢林戰士	艾爾吉	天下雜誌	260.00	2	520.00	童書
43	9789865925109	數字、字母和句點的故事	布萊恩, 伊文斯 作	大穎文化	290.00	3	870.00	童書
44	9789866701771	我的英雄老爸	莎麗, 摩根, 伊薩	飛寶國際文化	280.00	3	840.00	童書
45	9781936895373	中國官場情色	范峰峰	外參出版社	356.00	5	1,780.00	非小說

Continued

CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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Reference 1

RECOMMENDATION

Library: National Library of China

01/19/2014

Address: 33 Zhong-Guan-Cun North Road Beijing.

Contact: Bao Jian Min

Tel: 86-10-88545037

Our library has a total floor area of 250,000 square meters with a rich collection of 27,310,000 volumes, ranking the first in Asia and the fifth among the world libraries.

We know Beijing Publication Distribution Group (BPDG) is the biggest publications provider with a group of professional team who can offer MARC data, cataloguing the products and processing on barcodes, stamp and related services, so we chose them to work for us. For more 10 years, they did a good job. With their help, our library has had one after another outstanding achievements in recent years.

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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*Reference 2***Recommendation Letter****Library : Guangzhou Library.****Reference Unit Address: 4 Zhujiangdong Road, Guangzhou City.****Reference Name, Title: He Yanwu , Director of the Acquisition Department****Reference Telephone: 020-32352907****Reference Email : 408975185@qq.com**

This new Guangzhou Library was open at the beginning of 2012. It is located just beside the Pearl River. The area of the new library is 100,000 kilometers, with a collection of 3,820,000 books, 4,000 seats, 500 public computers for readers, 4,000 wireless nodes, 100% area covered by WIFI.

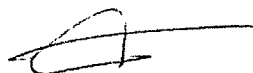
We considered carefully in the period of preparation for our opening. Beijing Publication and Distribution Group (BPDG) is a long-term partner of our old library. BPDG is the biggest products provider with many professionals on library issues and of course it was our first operation. They provide Online Purchases any time and catalog Purchases (Monthly), and offer MARC data as soon as when we get the products. They are asked to do the processing services including Installation of the magnetic stripes, book marks, barcodes, and registration numbers, etc. We have been cooperating happily without any problems

Thank you.

01/11/2014

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

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Reference 3

Recommendation

Library: **Capital Public Library**

Address : 88 Sanhuan South Road Beijing

Contact: Zhang Kai

Telephone: 18611670733

Beijing Publishing and Distribution Group(BPDG) is our provider. They provide the following services:

- 100% genuine publications and guaranteed high quality.
- 95 % delivery rate
- bi-weekly catalog update, monthly catalog order update
- Spot purchases every six months
- Updated books and book inventory data
- Professional book processing, including the installations of the magnetic stripes, book marks and barcodes; Stamp; MARC data services.
- Clear and accurate delivery list
- Safe and efficient goods delivery
- Supplement services.
- Prompt finance and accounting services.
- provide proper reference on goods delivery and availability.

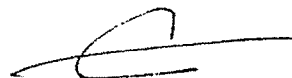
We are satisfied with their work, and we have a long term cooperation.

Thank you.

01/20/2014

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

CORPORATION OF THE CITY OF MARKHAM

285-R-13: Markham Public Library Material and Processing Services

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Details for the requirements**8.2.3 Copyright – Mandatory (All formats)**

When we say these Books and video products have copyright problems, we may talk about the pirated books, or we may talk about the books without author's permission to be sold in another country, or part of the publications' right restricted. We promise that all the products we provide meet Chinese and Canadian copyright regulations. Our guarantee is based on our professionals, authoritative database we have set up and also all our products directly shipped from publishers without third party being involved.

8.2.12 Processing Services – Mandatory

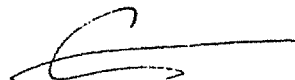
All our processing team are asked to meet certain qualifications before coming to their positions. They are either asked to be trained or to take continuous courses. Our team have one hundred percent reached the college level education. We promise that we provide shelf-ready products that meet our customers' different requirements, including but not limited to barcodes, spine labels/call number labels, Magnetic Stripe, RFID, property stamp, authority control, Merchandising Categories & Labels, C3 Customer Centered Classification, and item link, etc.

8.2.13 - 8.2.17 Cataloguing Service and MARC records – Mandatory

We can use AACR2 cataloguing. We make all our customers' materials according to rules and their individual requirements. Our authoritative database consists of over 2,700,000 records. We are able to provide our customers with data records in Canadian MARC format as soon as the products reach them. We also provide on order MARC records. And more, we customize the data according to our clients' special requirements.

Chinese Publications for Canadian Libraries Ltd

Qiangli Cao



Legal Company's Name

Print Name

Authorized Signing Representative's Signature

THE CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

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11. EVALUATION CRITERIA AND SELECTION PROCESS

Bids will be assessed on the basis of information provided by the Bidder at the time of submission as well as any additional information provided during subsequent communications with the Bidder.

The evaluation of Bids will be conducted by an Evaluation Team comprised of staff members from the City's User Departments and facilitated by staff from the City's Purchasing Department.

Bids meeting the MANDATORY requirements will be assessed against the following evaluation criteria:

Evaluation Criteria	Weight
1. Qualifications and Experience of Consulting Firm	15%
2. Qualifications and Organizational Background	15%
3. Project Delivery	30%
4. Price	40%
Grand Total	100%

Evaluation of Bids will be based on all the above evaluation criteria and any other relevant information provided by the Bidder(s). Bids will be scored based on meeting or exceeding the expectations and requirements of the City with respect to the evaluation criteria.

The City reserves the right to shortlist Bidders for further evaluation and interviews, which may alter the final scoring results.

The City reserves the right to negotiate with one or more of the highest ranked Bidder(s). Negotiations will be on a consecutive basis commencing with the highest ranked Bidder. If an acceptable contract cannot be concluded with the highest ranked Bidder, the City reserves the right to negotiate a contract acceptable to the City with the next highest ranked Bidder(s) in succession.

All Bids shall be submitted on the understanding that the selection of a Bid for discussion by the Evaluation Committee shall not thereby result in the formation of a Contract, nor shall it create any obligation on the City to enter into further discussions.

The City reserves the right to conduct reference checks on the Bidders, the results of which may affect the award decision. Reference checks may not be limited to those supplied by the Bidder.

THE CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

12. PROPOSAL CONTENT AND DELIVERABLES

Include a table of contents that makes it easier for evaluators to locate information. The Bidder is required to cite specific page references on the lines in response to each of the required PROPOSAL CONTENT AND DELIVERABLES detailed below.

- Past experience of firm:
- Organizational background
- Project delivery
- Price

Details for each factor are listed below. The proposal should identify the following:

1. Past experience of firm:

- a. Brief description of the company (history and background)
- b. Details regarding experience of the firm with opening day collections
- c. Years of experience of the firm in providing materials, selection, cataloguing and processing services to Canadian public libraries.
- d. Contact personnel and phone numbers for each of the libraries identified above.
- e. Details of work performed
 - Formats – please specify i.e. DVD's, Music CD's etc.
 - Languages provided – List all types

2. Organizational Background:

General:

- a. Number of staff that will be assigned to the Markham Public Library.
- b. Roles and responsibilities of staff assigned to this account
- c. Number of professional librarians in key departments who will deal with Markham Public Library
- d. Years of service & past experience of staff assigned with selection responsibilities with similar jobs
- e. Number of staff in all key departments

Customer Service:

- a. Hours of operation
- b. Dedicated account representative(s)

THE CORPORATION OF THE CITY OF MARKHAM**285-R-13: Markham Public Library Material and Processing Services****3. Project Delivery**

Bidders will provide details of each requirement of service as identified in the Scope of work and also described below.

I. Selection service for ARP

Bidder will describe or provide the following information:

- a. The tools used for the selection of ARP materials in each of the following categories:
 - o Print – including Fiction; Non-fiction and Bestsellers & Mass Market paperbacks
 - o Talking books
 - o DVDs/Blu rays
 - o Music CDs
 - o Multilingual materials
 - o Video Games
- b. Number of titles sold in previous years in each of the above categories.
- c. Number of titles carried in inventory at peak/average periods of the year
- d. Number of titles / volumes sold processed / unprocessed per year
- e. Number of titles catalogued per year
- f. Formats that the vendor carries in inventory
- g. Any languages that the bidder is unable to provide
- h. Cost related to Selection Services – to be provided on the bid form.

Expenditure Strategy and Plan

The bidder should provide a plan for ordering, commitment of budgets and shipping that will meet the library's milestones below.

Example of library requirements:

Period ending	DELIVERYTARGET Measured against	
	(cumulative)	
Mar. 31	30%	ESTIMATED BUDGET
June 30	50%	ESTIMATED BUDGET
Sept. 30	80%	BUDGET
Oct. 31	90%	BUDGET
Nov. 30 Dec. 15	98% 100%	BUDGET

4. Price

Bidders to provide Proposal Fee as identified in the Bid form.

THE CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

SPECIFICATIONS

Copyright - Mandatory

Bidder shall describe their procedures in place to meet Canadian copyright regulations including distribution rights.

Bidder shall describe their procedures to deal with allegations of copyright infringement made after processed material has been delivered to the library. This shall include information on how long after material is delivered the bidder is in a position to prove sourcing information on the delivered material.

Audio-visual materials – Indemnification form - Mandatory

The library will require the vendor for Audio-Visual materials to sign an indemnification form with regards to the sale and distribution of these materials

Ordering options - Mandatory

Bidder will describe the availability of interfacing with Symphony's vendor enhanced services. Describe the internal order fulfillment system including time to pull from inventory and ordering cycle for materials not in inventory

Return Policy - Mandatory

The vendor shall provide full information on its return policy, including covering return of material that has been processed before delivery to the library.

Cancellations - Mandatory

The vendor shall provide full information on cancellations:

- initiated by the library
- initiated by the vendor

This shall include a sample report on cancellations with a definition of explanations used. The vendor must define the options for library defined automatic cancellation policies

THE CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

Reporting - Mandatory

The bidder shall provide full details on available reports

- Frequency:
- Format: How are these reports made available to the library?
e.g. EXCEL format; print
- Can the library access the vendor's ordering system to view orders and obtain reports?
- Can they be downloaded?

The bidder shall describe the measures that it will implement to monitor the ordering and expenditure of the ARP budgets.

Bidders shall provide a sample of expenditure & ordering reports of the budgets.

Claims - Mandatory

The vendor shall describe their procedure for dealing with claims.

Non-Canadian materials - Mandatory

The vendor shall describe their procedure for obtaining non-Canadian material from the U.S. and other sources.

Price Changes - Mandatory

The bidder shall provide full information on its procedures for handling pricing changes. The bidder must define the options that exist for the library to be informed when prices have increased 20% or more.

Shipments - Mandatory

Please provide a complete description of shipping charges that may apply. Sample of the invoice must be included with the Bid submission. Details of the invoice requirements are listed herein.

Describe the ability to include other information and formatting options.

The Library expects to pay for material on a monthly basis. Please include details regarding consolidated billing and clearly state any material where this service is not offered and procedures proposed in such cases.

The Library expects to pay for material after the material is delivered to the Library.

THE CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services

Processing Services – Mandatory

Basic processing requirements are provided in the Scope of work – 3.12. Details are provided in Appendix A – Processing and Labeling Instructions. The library reserves the right to make minor changes to processing requirements over the course of the contract.

Bidders should describe what sort of changes can affect the basic processing cost & how cost for changes can be estimated.

Video (DVD) material - Mandatory

Canadian Home Video Rating System

The bidder will confirm if all non-exempt films that have been given a Canadian Home Video Rating at the time of acquisition will have this information recorded on the package and in the associated MARC record.

Distribution license

The bidder will provide video distribution license numbers as issued by the Ontario Film Review Board.

Exemptions:

- Firms located outside Ontario
- Firms not bidding on videos (DVDs)
- Firms only bidding on exempt materials as defined by the Ontario Film Review Board.

Firms bidding outside Ontario in jurisdiction that require licensing of video distributors should provide the license numbers issued their local authorities.

MARC records - Mandatory

MARC records shall meet AACR2 standards for the material.

Bidders MUST provide the Markham Public Library with samples:

- MARC records without any of the custom requirements for each format that the vendor is bidding upon.
- MARC records that fully conform to the custom requirements of the library in Scope of work.
- Describe what customization can be done and what may not be possible to do. If customization is chargeable the vendor should provide the costs involved.
- Specific reference must be made to the authority control procedures and standards used during cataloguing.
- The bidder shall describe quality control processes that it has in place.
- How errors are reported and what actions result from error reports?
- For multilingual materials the library may require brief MARC records with valid authority headings. The bidder shall describe the cost price advantage of brief MARC records.
- The Library does not require MARC records for ADDED copies.
- Holdings codes are required. Bidder should provide costs related to linking.
- Bidder should provide costs related to classifying using C3.

THE CORPORATION OF THE CITY OF MARKHAM**285-R-13: Markham Public Library Material and Processing Services****Authority Control records - Mandatory**

Bidders shall describe the availability of authority control MARC records for use by the library. Can the bidder supply MARC authority records that match supplied bibliographic records? Pricing for MARC authority records, if available should be included in the Bid Form, with other pricing options.

C3 (Customer Centered Classification) - Mandatory

The bidder shall provide written agreement to implement C3 classification.
The bidder shall describe their ability to implement C3.
The bidder shall provide a work plan for the implementation of C3.
The bidder shall provide any additional costs related to the implementation of C3.

On order MARC records - Mandatory

The Bidder shall describe the contents of these records and the source of information shall be described.
Bidder should provide costs related to on order records in the bid in other pricing options.

Spine labels / Call number labels - Mandatory

Bidder shall provide samples of labels according to library requirements specified in processing instructions and cutting rules in Scope of work and Appendix B

Cataloguing Service - Mandatory

The bidder MUST provide samples of MARC records for each format within the library's Cataloguing requirements.

For multilingual materials the library may require brief MARC records. The bidder shall describe the price for brief MARC records.

THE CORPORATION OF THE CITY OF MARKHAM**285-R-13: Markham Public Library Material and Processing Services****4. Bids**

Bidders may Bid as follows:

OPTION 1

Bidders to Bid on the entire RFP – Section A: 7 current branches and Section B: opening day collection for branch to open Q4, 2015

OR

OPTION 2

Bidders to bid on a portion of the material. Please note that the option is not either Section A or B, but parts of both sections for balancing the overall collections between all branches.

Bidders to indicate clearly the portion(s) of the contract that is being bid upon;

- Section A & B: Part A-English/French books & kits
- Section A & B: Part B-Talking books
- Section A & B: Part C-English/French DVDs & CDs
- Section A & B: Part D-Multilingual DVDs and music CDs (**all languages**)
- Section A & B: Part E-Multilingual Print (**all languages**)

Note: It is mandatory that Bidders provide pricing for all languages in option 2 and failure to Bid on all languages will result in disqualification.

Amounts quoted in this document are based on current year budget information.

Budgets for future years may vary from the current year.

Note: Pricing that is volume sensitive must be clearly described.

13. AWARD RESULTS

The award results are posted on the City's web page www.markham.ca. Click on bidding opportunities.

14. AMENDMENTS TO THE CITY'S GENERAL TERMS AND CONDITIONS

The following amendments shall apply to the City's *General Terms and Conditions* for the purposes of this Request for Proposal:

Delete Section 3 (Mandatory Site Meeting)

Delete Section 24 (Holdback Payments)

Delete Section 16.1(c) (Professional Liability Insurance)

Delete Section 25 (General Instructions for Work On City Property)



THE CORPORATION OF THE CITY OF MARKHAM
Anthony Roman Centre
101 Town Centre Boulevard
Markham, Ontario
L3R 9W3

December 4, 2013

ADDENDUM # 1

REQUEST FOR PROPOSAL

285-R-13

MARKHAM PUBLIC LIBRARY MATERIAL AND PROCESSING SERVICES

1. General Instructions:

- 1.1. The Deadline for submission of Bids has been **SUSPENDED**.
- 1.2. The location for submission (being the Clerks' Department at the City of Markham) has not been changed.
- 1.3. The additions, deletions and/or revisions as hereinafter specified, shall become part of the bid document and will be considered to have been included in the bid document.
- 1.4. Receipt of this Addenda No.1 must be acknowledged with your Bid submission.

2. Notice to Bidders:

This Addendum No.1 has been issued to inform all Bidders that the City of Markham is suspending this RFP process. The City is currently revisiting the specifications and expects that the review may take between 1-2 weeks time. The City will issue a subsequent addendum to notify Bidders when the RFP process will resume.

Bidders who remain in the RFP process will not be required to pay any additional fees. If the RFP is canceled in the future or further suspended the City will refund Document Takers fees.

For questions or more information, please send an e-mail to tcasale@markham.ca

END OF ADDENDUM # 1

Please call the undersigned at 905-477-7000, Ext. 3190 if you require further assistance.

Yours Truly,

Tony Casale,
Senior Construction Buyer
City of Markham



THE CORPORATION OF THE CITY OF MARKHAM
Anthony Roman Centre
101 Town Centre Boulevard
Markham, Ontario
L3R 9W3

January 2, 2014

ADDENDUM # 2

REQUEST FOR PROPOSAL

285-R-13

MARKHAM PUBLIC LIBRARY MATERIAL AND PROCESSING SERVICES

1. General Instructions:

- 1.1. The Deadline for submission of Bids has been changed to:
Thursday January 23, 2014 @ 2:00:00 p.m. local time
- 1.2. The location for submission of Bids (being the Clerks' Department at the City of Markham) has not been changed.
- 1.3. The additions, deletions and/or revisions as hereinafter specified, shall become part of the Bid document and will be considered to have been included in the Bid document.
- 1.4. Receipt of this Addenda No.2 must be acknowledged on page 5 of your Bid submission.

2. Revision to Bid Document:

Pages 11 - 13 and 30 of the Bid document have been revised. Kindly replace these pages with the attached.

END OF ADDENDUM # 2

Please call the undersigned at 905-477-7000, Ext. 3190 if you require further assistance.

Yours Truly,

Tony Casale,
Senior Construction Buyer
City of Markham

BID FORM – CONTINUED

For each category being bid upon the bidder must provide:

- o Average cost of item
- o Discounted Price
- o MARC record cost
- o Unit processing cost
- o Linking Cost
- o Subtotal MARC, Process and Linking Costs
- o Unit Selection Cost
- o Unit Shipping Cost
- o Other Costs
- o Subtotal Selection, Shipping & Other Charges
- o Total Cost (Excl. of HST)

SECTION A: MULTILINGUAL MATERIALS – CHINESE: Current seven (7) branches

Category	Est. # units	Estimated Average List Price	Discounted Price Sub Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC Process & Linking Costs	Unit Selection Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Shipping & Other Charges	Total Cost (Excl. of HST)
Chinese – Print (Simplified & Traditional)	12,750	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Chinese – CDs	375	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Chinese - DVDs	5,510	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BID PRICE SECTION 'A' MULTILINGUAL MATERIALS <u>CHINESE</u> : (EXCL. OF HST)											\$	

Legal Company Name

Print Name

Authorized Signing Representative's Signature

SECTION A: MULTILINGUAL MATERIALS - Current seven (7) branches

Category	Est. # units	Estimated Average List Price	Discounted Price Sub Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC Process & Linking Costs	Unit Selection Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Shipping & Other Charges	Total Cost (Excl. of HST)
European languages - Print	500	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
European languages - CDs	0	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
European languages - DVDs	300	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Asian, Middle Eastern & South Asian languages - Print	4,000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Asian, Middle Eastern & South Asian languages - Music	200	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Asian, Middle Eastern & South Asian languages - DVDs	2,500	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BID PRICE SECTION 'A' MULTILINGUAL MATERIALS: (EXCL. OF HST)											\$	

European languages: Russian & Spanish.

Asian, Middle Eastern & South Asian Languages: Arabic, Korean, Gujarati, Hebrew, Hindi, Panjabi, Persian, Tagalog/Pilipino, Tamil & Urdu
Other costs:

- Vendor shall provide the costs that are related to manual linking of items.
- Vendor shall detail all other costs that will apply in addition to those listed above. If no additional costs are provided it will be assumed that none apply.
- Vendor shall provide details of any other pricing options (if any) that are available that might be advantageous to the Markham Public Library.

Legal Company Name

Print Name

Authorized Signing Representative's Signature

BID FORM – CONTINUED

For each category being bid upon the bidder must provide:

- o Average cost of item
- o Discounted Price
- o MARC record cost
- o Unit processing cost
- o Linking Cost
- o Unit Selection Cost
- o Unit Storage Cost
- o Unit Shipping and other costs

SECTION B: MULTILINGUAL MATERIALS – CHINESE (OPENING DAY COLLECTION Q4 – 2015)

Category	Est. # units	Estimated Average List Price	Discounted Price Sub Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC Process & Linking Costs	Unit Selection Cost	Unit Storage Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Storage, Shipping & Other Charges	Total Cost (Excl. of HST)
Chinese – Print (Simplified & Traditional)	11,913	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Chinese - CDs	340	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Chinese - DVDs	5,149	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BID PRICE SECTION 'B': MULTILINGUAL MATERIALS CHINESE OPENING DAY COLLECTION Q4 2015 (EXCL. OF HST)												\$	

SECTION B: MULTILINGUAL MATERIALS (OPENING DAY COLLECTION Q4 – 2015)

Category	Est. # units	Estimated Average List Price	Discounted Price Sub Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC Process & Linking Costs	Unit Selection Cost	Unit Storage Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Storage, Shipping & Other Charges	Total Cost (Excl. of HST)
Asian, Middle Eastern & South Asian languages - Print	1,200	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Asian, Middle Eastern & South Asian languages - Music	500	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Asian, Middle Eastern & South Asian languages - DVDs	1,000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BID PRICE SECTION 'B': MULTILINGUAL MATERIALS OPENING DAY COLLECTION Q4 2015 (EXCL. OF HST)												\$	

- Asian, Middle Eastern & South Asian Languages: Gujarati, Hindi, Tagalog / Pilipino, Tamil & Urdu, Panjabi

Legal Company Name

Print Name

Authorized Signing Representative's Signature

THE CORPORATION OF THE CITY OF MARKHAM
285-R-13: Markham Public Library Material and Processing Services
Addendum # 2

30

4. Bids

Bidders may Bid as follows:

OPTION 1

The entire RFP – Section A: 7 current branches; Section B: opening day collection for branch to open Q4, 2015

OR

OPTION 2

Bidders to bid on a portion of the material. Please note that the option is not either Section A or B, but parts of both for balancing the overall collections between branches.

Bidders to indicate clearly the portion(s) of the contract that is being bid upon;

- Section A & B: English/French books & kits
- Section A & B: Talking books
- Section A & B: English/French DVDs & CDs
- Section A & B: Multilingual DVDs and music CDs (all languages except Chinese)
- Section A & B: Multilingual Print (all languages except Chinese)
- Section A & B: Multilingual DVDs and music CDs (Chinese)
- Section A & B: Multilingual Print (Chinese)

Amounts quoted in this document are based on current year budget information.

Budgets for future years may vary from the current year.

Note: Pricing that is volume sensitive must be clearly described.

13. AWARD RESULTS

The award results are posted on the City's web page www.markham.ca. Click on bidding opportunities.

14. AMENDMENTS TO THE CITY'S GENERAL TERMS AND CONDITIONS

The following amendments shall apply to the City's *General Terms and Conditions* for the purposes of this Request for Proposal:

- Delete Section 3 (Mandatory Site Meeting)
- Delete Section 24 (Holdback Payments)
- Delete Section 16.1(c) (Professional Liability Insurance)
- Delete Section 25 (General Instructions for Work on City Property)



THE CORPORATION OF THE CITY OF MARKHAM
 Anthony Roman Centre
 101 Town Centre Boulevard
 Markham, Ontario
 L3R 9W3

January 7, 2014

ADDENDUM # 3

REQUEST FOR PROPOSAL

285-R-13

MARKHAM PUBLIC LIBRARY MATERIAL AND PROCESSING SERVICES

1. General Instructions:

- 1.1. The Deadline for submission of Bids has not been changed and remains:
Thursday January 23, 2014 @ 2:00:00 p.m. local time
- 1.2. The location for submission of Bids (being the Clerks' Department at the City of Markham) has not been changed.
- 1.3. The additions, deletions and/or revisions as hereinafter specified, shall become part of the Bid document and will be considered to have been included in the Bid document.
- 1.4. Receipt of this Addenda No.3 must be acknowledged on page 5 of your Bid submission.

2. Questions and Answers:

- Q1.** What is the last date for submitting questions?
A1. The last day for submitting questions is Friday January 17, 2014 and all questions will be addressed via addendum by Monday January 20, 2014.
- Q2.** With reference to the Bid Form, some categories are grouped together such as English Fiction, page 7(adult, teen, juvenile). The second column asks for estimated average list price. Without knowing the detailed percentage of units per age group, the list price would be a complete guess?
A2. Please refer to the table below for the estimated number of units;

Section A – Collections for 7 current branches	Estimated # Units
English Fiction (adult, teen, juvenile)	13,000 (adult-9,300; teen-1,900; juv.-1,800)
English Graphic novels (adult, teen, juvenile)	4,000 (adult-445; teen-2,230; juv.-1,325)
English Non Fiction (adult, juvenile)	13,000 (adult-8,600; juv.- 4,400)
Mass market paperbacks (teen, juvenile)	7,000 (teen-1,600; juv.- 5,400)
English DVD's/Blu Ray (adult, teen, juvenile)	13,000 (adult-11,250; teen-200; juv.-1,550)
English Music CD's (adult, teen, juvenile)	1,400 (adult-830; teen-150; juv.-420)
English Talking Books (adult, juvenile)	1,200 (adult-1,000; juv.- 200)
Console Games (adult, teen, juvenile)	500 (adult-220; teen-220; juvenile-60)
French Print (adult, juvenile)	2,000 (adult-200; juvenile-1,800)

**285-R-13 Markham Public Library
Material and Processing Services
Addendum # 3**

Section B – Opening Day Collection Q4 2015	Estimated # Units
English Fiction (adult, teen, juvenile)	10,900 (adult-6,900; teen-1,500; juvenile-2,500)
English Graphic novels (adult, teen, juvenile)	3,300 (adult-1,000; teen-1,500; juvenile-800)
English Non Fiction (adult, juvenile)	29,050 (adult-17,550; juvenile-11,500)
Mass Market Paperbacks (teen, juvenile)	4,300 (teen-1,900; juvenile-2,400)
English DVD's/Blu Ray (adult, teen, juvenile)	2,700 (adult-1,500; teen-200; juvenile-1,000)
English Music CD's (adult, teen, juvenile)	700 (adult-400; teen-100; juvenile-200)
English Talking Books (adult, juvenile)	600 (adult-500; juvenile-100)
French Print (adult, juvenile)	800 (adult-100; juvenile-700)

- Q3.** The fourth column requires a "Unit price for MARC record". This presupposes we know how many titles are multiple copies. If there are multiple copies of a title, the MARC price would be decreased accordingly. How should this be addressed.
- A3.** For clarification purposes every title requires one (1) MARC record. Bidders are to price the MARC record cost based on a quantity of one (1).

END OF ADDENDUM # 3

Please call the undersigned at 905-477-7000, Ext. 3190 if you require further assistance.

Yours Truly,

Tony Casale,
Senior Construction Buyer
City of Markham



THE CORPORATION OF THE CITY OF MARKHAM
Anthony Roman Centre
101 Town Centre Boulevard
Markham, Ontario
L3R 9W3

January 17, 2014

ADDENDUM # 4

REQUEST FOR PROPOSAL

285-R-13

MARKHAM PUBLIC LIBRARY MATERIAL AND PROCESSING SERVICES

1. General Instructions:

1.1. The Deadline for submission of Bids has not been changed and remains:

Thursday January 23, 2014 @ 2:00:00 p.m. local time

1.2. The location for submission of Bids (being the Clerks' Department at the City of Markham) has not been changed.

1.3. The additions, deletions and/or revisions as hereinafter specified, shall become part of the Bid document and will be considered to have been included in the Bid document.

1.4. Receipt of this Addenda No.3 must be acknowledged on page 5 of your Bid submission.

2. Questions and Answers:

Q1. Will the Library be supplying the RFID tags, or does the vendor supply?
For the custom labels for the C3 merchandising categories, will the Library supply the labels, or are they supplied by the vendor?

A1. The Markham Public Library will supply the following;

- o barcodes
- o Property stamps/labels
- o RFID tags
- o Stingray overlays for DVDs, blu-rays, CDs, video games
- o Call number label and any specialty labels specified in our processing

Note: Bidders will be responsible for providing their own RFID tagging machine.

Q2. On page 28, it states "The bidder will confirm if all non-exempt films that have been given a Canadian Home Video Rating at the time of acquisition will have this information recorded on the package and in the associated MARC record."
What is the definition of a non-exempt film? Since we are bidding only for the multilingual portion of the bid, our materials come from all over the world. Some languages typically have a rating system shown on the case but other languages/countries do not. Do all of the DVDs sold to Markham have to have a rating? If it is not present, do we have to go elsewhere to obtain this rating?

**285-R-13 Markham Public Library
Material and Processing Services
Addendum # 4**

- A2.** Non-exempt films are feature films. All DVDs sold to Markham do not need to have rating nor is it necessary to go elsewhere to obtain a rating. If a rating is not present on the packaging, it is assumed that it is an adult general rating. If there is no rating, and the vendor is unaware of a rating, the Marc record should indicate 'Not Rated'.
- Q3.** In the Bid Form portion, there is an estimated number of units for each category. Does this number reflect the estimated number for one year or 5 years? For example, if 12,750 items are needed for Chinese books, would this amount be the total needed for one year, three years or more?
- A3.** This number reflects the units for one year in Section A, which refers to our current branches. Section B, the opening day collection for a new branch, the estimated number of units is for the collection due to open in late 2015.
- Q4.** With reference to Sections A and B - multilingual materials, please advise if the quantities (estimated number of units) given in the Bid are to cover the 5 year period of the contract or the quantities required per year.
- A4.** Please see response A3 above.
- Q5.** Regarding C3, is the library willing to interact with the vendor to ensure complete accuracy? Regarding firm orders, this vendor would require that the library send us complete information regarding C3 on a title by title basis.
- Does the library already do this for the incumbent vendor?
- A5.** The library supplies classification tables for C3 and understands that there is a learning curve. The library will interact with the vendor to ensure accuracy however responsibility remains with the vendor to assign the correct classification number the same way that they would assign Dewey numbers.
- The library does do this for the incumbent vendor.
- Q6.** Based on the Bid scope must the vendor have cataloging abilities to bid?
- A6.** It is mandatory that vendors have the ability to catalogue. Bidders that do not have cataloguing abilities will be disqualified. Please refer to section 8.2.17 – Cataloguing Service and page 29 of the Bid document.

END OF ADDENDUM # 4

Please call the undersigned at 905-477-7000, Ext. 3190 if you require further assistance.

Yours Truly,

Tony Casale,
Senior Construction Buyer
City of Markham

Vendor: 16843 CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES 250 CONSUMERS RD SUITE 616 TORONTO ON M2J 4V6 Phone: (647) 887-8767 Fax:		Ship To: Markham Public Libraries 6031 Highway 7 Markham Ontario L3P 3A7 Attn: L POGUE 905.477.7000X5986		Purchase Order: PB 14079 Requisition No: Ordered By: T CASALE Page: 1 of 4	
Payment Terms:		Date Required: 18/12/31		F. O. B.:	
				Date of Order: 14/06/20	
Line	Quantity	Unit	Description	Unit Price	Extension
			a/c #s 076 5350 14172 005 & 070 5350 13892 005 ***** AWARDED ITEMS: SECTIONS A & B: Annual Collection of Multi-Lingual Material - Chinese NOTE: SECTION B: Opening day collection for South-East Branch ***** TERMS, PRICING & SPECIFICATIONS AS PER RFP # 285-R-13 AND YOUR EXECUTED BID SUBMISSION The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/Markham/Departments/ FincServ/Prch/bidopp.htm PAYMENT TERMS: Net 30 days Forward all invoices to Accounts Payable Dept. 101 Town Centre Blvd, Markham ON L3R 9W3		
The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/wps/portal/Markham/BusinessDevelopment/TendersQuotes Buyer reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.			INVOICE TO: Accounts Payable Department City of Markham 101 Town Centre Blvd Markham ON L3R 9W3 OR EMAIL TO: apadmin@markham.ca		
Authorized By: See Signature On Page 4			Note: Invoices must show Purchase Order number: PB 14079		



City of Markham

101 Town Centre Blvd Markham ON L3R 9W3
Telephone: (905) 475-4877 • Fax: (905) 479-7762

Vendor: CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES 250 CONSUMERS RD SUITE 616 TORONTO ON M2J 4V6 Phone: (647) 887-8767 Fax:		16843	Ship To: Markham Public Libraries 6031 Highway 7 Markham Ontario L3P 3A7 Attn: L POGUE 905.477.7000X5986		Purchase Order: PB 14079 Requisition No: Ordered By: T CASALE Page: 2 of 4	
Payment Terms:			Date Required: 18/12/31	F. O. B.:		Date of Order: 14/06/20
Line	Quantity	Unit	Description	Unit Price	Extension	
			***** CONTRACT TERM: June 2014 to December 31, 2018			
1			Library Material & Processing Services, 2014 (Jun - Dec 31) - Multi-lingual Chinese Material for 7 current branches	214438.35	214438.35	
2			Library Material & Processing Services, 2014 (Jan - Dec 31) multi-lingual Chinese Material for Opening Day South East Branch	243506.60	243506.60	
3			Library Material & Processing Services, 2015 (Jan 1- Dec 31) multi-lingual Chinese Material for all branches NOTE: Award is subject to Council approval of the 2015 budget	323485.50	323485.50	
4			Library Material & Processing Services, 2016 (Jan 1- Dec 31)- multi-lingual Chinese Material for all branches NOTE: Award is subject to Council	323485.50	323485.50	
The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/wps/portal/Markham/BusinessDevelopment/TendersQuotes Buyer reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.				INVOICE TO: Accounts Payable Department City of Markham 101 Town Centre Blvd Markham ON L3R 9W3 OR EMAIL TO: apadmin@markham.ca		
Authorized By: See Signature On Page 4				Note: Invoices must show Purchase Order number: PB 14079		



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Vendor: CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES 250 CONSUMERS RD SUITE 616 TORONTO ON M2J 4V6 Phone: (647) 887-8767 Fax:		16843	Ship To: Markham Public Libraries 6031 Highway 7 Markham Ontario L3P 3A7 Attn: L POGUE 905.477.7000X5986		Purchase Order: PB 14079 Requisition No: Ordered By: T CASALE Page: 3 of 4	
Payment Terms:			Date Required: 18/12/31	F. O. B.:		Date of Order: 14/06/20
Line	Quantity	Unit	Description	Unit Price	Extension	
5			approval of the 2016 budget. Library Material & Processing Services, 2017 (Jan 1- Dec 31)- multi-lingual Chinese Material for all branches (Effective Jan 1/17 a 1% increase per annum) NOTE: Award is subject to Council approval of the 2017 budget.	326720.35	326720.35	
6			Library Material & Processing Services, 2018 (Jan 1- Dec 31)- multi-lingual Chinese Material for all branches (Effective Jan 1/18 a 1% increase per annum) NOTE: Award is subject to Council approval of the 2018 budget.	329987.55	329987.55	
The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/wps/portal/Markham/BusinessDevelopment/TendersQuotes Buyer reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.				INVOICE TO: Accounts Payable Department City of Markham 101 Town Centre Blvd Markham ON L3R 9W3 OR EMAIL TO: apadmin@markham.ca		
Authorized By: See Signature On Page 4				Note: Invoices must show Purchase Order number: PB 14079		



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Vendor: 16843 CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES 250 CONSUMERS RD SUITE 616 TORONTO ON M2J 4V6 Phone: (647) 887-8767 Fax:		Ship To: Markham Public Libraries 6031 Highway 7 Markham Ontario L3P 3A7 Attn: L POGUE 905.477.7000X5986		Purchase Order: PB 14079 Requisition No: Ordered By: T CASALE Page: 4 of 4	
Payment Terms:		Date Required: 18/12/31	F. O. B.:		Date of Order: 14/06/20
Line	Quantity	Unit	Description	Unit Price	Extension
			70 535013892005	275162.46	
			76 535014172005	242315.34	
			410 4347978	742079.93	
			410 4347979	365538.62	
			410 4347989	365538.62	
				SUBTOTAL	1761623.85
				HST	229011.12
				TOTAL	1990634.97
The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/wps/portal/Markham/BusinessDevelopment/TendersQuotes Buyer reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.			INVOICE TO: Accounts Payable Department City of Markham 101 Town Centre Blvd Markham ON L3R 9W3 OR EMAIL TO: apadmin@markham.ca		
Authorized By: 			Note: Invoices must show Purchase Order number: PB 14079		

SERVICES AGREEMENT**1. Services to be Provided:**

The of Markham Public Library Board ("MPL") engages Chinese Publications for Canadian Libraries LTD ("CPCL") to provide the services described in Schedule "A" attached hereto (the "Services").

2. Payment:

The amounts payable by MPL for the Services shall be as set out in Schedule "A" attached hereto.

Payment shall be made by MPL within thirty (30) days after receipt of an approved invoice. All applicable provincial and federal taxes shall be shown separately on the form of invoice.

3. Term:

The initial term of this Agreement shall be commence on **August 5, 2014** and shall continue in effect until the end of the contract as awarded per RFP 285-R-13 (the "Term").

4. Early Termination:**(a) With Cause**

This Agreement may be terminated by either party, with cause, if either party fails to materially perform its obligations under this Agreement. The non-breaching party shall give the breaching party written notice of its failure to perform. The breaching party shall have thirty (30) days after receipt of such notice to cure the breach. If the breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Agreement upon written notice to the breaching party. Upon receipt of such notice, the breaching party shall cease performance under this Agreement.

This Agreement may be terminated by either party by, with cause effective immediately, by written notice to the other party, if a petition in bankruptcy is filed by or against the other party, or the other party is adjudicated a bankrupt or insolvent, or shall have made an assignment for the benefit of creditors or shall take advantage of any law for the benefit of debtors, or if any action is commenced against the other party to cause its assets to be placed under trusteeship or receivership or liquidated for the benefit of creditors, or if the other party shall transfer, or by operation of law lose control of its business.

(b) For Convenience

This Agreement may be terminated, without cause, at any time by MPL by providing thirty (30) days prior written notice to CPCL.

5. Independent Contractor/Employee:

The parties to this Agreement agree that the relationship between the parties is that of an independent contractor and that neither party is, nor shall be considered to be an agent, fiduciary, partner or representative of the other.

6. Ownership of Intellectual Property:

CPCL agrees and acknowledges that all right, title and interest in and all intellectual property rights (including copyright) in or related to (collectively, "Intellectual Property Rights") the "Customer Centred Classification System" or "C3" system developed by MPL (hereinafter referred to as "C3") is the exclusive property of MPL. CPCL further agrees and acknowledges that MPL shall own all Intellectual Property Rights in any copy, translation, modification, improvement, adaptation or derivation of C3 resulting from the Services performed by CPCL hereunder. CPCL hereby assigns any and all such rights to MPL, and agrees to take such additional actions as may be requested by MPL to perfect MPL's rights thereto.

All deliverables prepared, developed or created by CPCL in accordance with its obligations hereunder ("Deliverable") shall become the property of MPL upon full payment for each accepted Deliverable. CPCL, upon full and final payment by MPL for the Deliverables, hereby assigns Intellectual Property Rights to MPL with respect to such Deliverables, and agrees to take such additional actions as may be requested by MPL to perfect MPL's rights thereto. To the extent that any pre-existing materials owned or licensed by CPCL are incorporated into the Deliverables ("CPCL Materials"), CPCL will grant MPL, upon full payment for such accepted Deliverable, a royalty-free, paid-up, perpetual, worldwide, non-exclusive license to use such CPCL Materials.

7. Confidentiality:

"MPL Confidential Information" means: (i) Personal Information, confidential, secret or proprietary information, including data, technical information, financial information, business information (including business plans, strategies, practices and processes) of MPL which is disclosed to or obtained by CPCL in connection with the fulfillment of its obligations hereunder (including, without limitation, all information relating to C3); (ii) all information related to the operations of MPL which comes to the attention of CPCL in the course of performing the Services (including, without limitation, all information relating to C3), but excludes any such information which: (A) is or becomes publicly available; (B) is already rightfully in the possession of CPCL as evidenced by its business records and not subject to any pre-existing obligation of confidentiality; (C) is independently developed by CPCL outside the scope of this Agreement, as evidenced by its business records; or (D) is rightfully obtained by CPCL from third parties.

CPCL agrees to protect MPL Confidential Information at all times and in the same manner as CPCL protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. CPCL shall only disclose MPL Confidential Information to those of its employees having a legitimate need to know it for such purpose and who have been advised of CPCL's confidentiality obligations hereunder. CPCL shall not disclose MPL Confidential Information to any third party and shall not use MPL Confidential Information for any purpose other than the provision of the Services hereunder.

Upon written request by MPL, CPCL shall promptly return all documents and other materials representing MPL's Confidential Information and all copies thereof.

CPCL recognizes and agrees that nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any MPL Confidential Information or to any intellectual property right based on such MPL Confidential Information. Any reproduction of any MPL Confidential Information shall contain any and all confidential or proprietary notices or legends, which appear on the original.

CPCL acknowledges that any breach of the provisions of this Section 7 may cause irreparable harm and significant injury to MPL to an extent that may be extremely difficult to ascertain. Accordingly, CPCL agrees that MPL will have, in addition to any other rights or remedies available to it at law or in equity, the right to seek injunctive relief (without any requirement to post a bond or other security) to enjoin any breach or violation of this Section 7.

8. Privacy:

CPCL agrees and acknowledges that MPL is bound by the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and any other Provincial or Federal privacy legislation that may be in effect during the Term of this Agreement. CPCL agrees that it shall not directly or indirectly disclose, distribute or destroy any Personal Information provided to it by MPL pursuant to this Agreement, without first obtaining the prior written consent of MPL. "Personal Information" means information which relates to an individual and allows that individual to be identified, and includes any information defined from time to time as "personal information" under MFIPPA and any other Provincial or Federal privacy legislation.

9. Press Releases:

Neither party shall issue any press release concerning the Services without the other party's prior written consent.

10. Warranty:

CPCL warrants that it is competent to perform the Services, that CPCL and all personnel assigned have the necessary qualifications, knowledge, skill and ability to perform the Services, and that CPCL and all personnel assigned to perform the Services will do so with professional skill and competence.

11. Compliance with Laws:

CPCL shall in all respects comply with all statutes, laws, by-laws and regulations applicable to the performance of the Services and to persons employed or engaged in connection with the performance of the Services, including, without limitation, the *Occupational Health and Safety Act* (Ontario) and the *Workplace Safety and Insurance Act*.

Upon request, CPCL shall provide certification, satisfactory to MPL, stating that CPCL is compliant with the terms of the *Workplace Safety and Insurance Act*.

12. Indemnification:

CPCL shall indemnify and hold harmless MPL, its directors, officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Indemnified Parties, and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of: (i) CPCL's (or CPCL's representatives or employees) (A) breach of its confidential information or privacy obligations hereunder, (B) actions, omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of the Services, or (C) failure to comply with applicable laws, or (ii) a claim by a third party that the Deliverables infringe upon such third party's intellectual property rights.

EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS HEREUNDER AND EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND WILFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY NOR THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS).

13. Insurance:

CPCL shall purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the Term of this Agreement, the following policies of insurance:

- (a) Commercial General Liability Insurance (satisfactory to MPL and underwritten by insurers licensed to conduct business in the Province of Ontario). The policy shall include coverage for Bodily Injury, Property Damage with a minimum amount of \$2,000,000.00 for each occurrence, and include:
 - (i) an endorsement certifying that MPL is included as an additional insured;
 - (ii) a cross liability clause endorsement;
 - (iii) Non-owned automobile coverage including contractual non-owned coverage; and
 - (iv) Hostile Fire coverage.
- (b) Automobile Insurance, in a minimum amount of \$2,000,000.00 for each occurrence.
- (c) Professional Liability Insurance, in a minimum amount of \$1,000,000.00 inclusive per claim and \$2,000,000.00 in the aggregate for each policy period.

Upon request by MPL, CPCL shall furnish MPL with a certificate of insurance (in a form satisfactory to MPL, in its sole discretion) confirming that CPCL has in place the

required insurance. The certificate of insurance shall also contain an endorsement to the effect that such insurance policies shall not be altered, cancelled or allowed to expire without thirty (30) days advance written notice to MPL.

14. Force Majeure:

Neither party shall be required to perform any term, covenant, or condition of this Agreement so long as such performance is delayed or prevented by Force Majeure. "Force Majeure" means any acts of God, wars, governmental laws, orders, requirements or actions, enemy or hostile governmental actions, strikes, lockouts, labor or employment difficulties, civil commotion, fires, floods, accidents or breakdowns, or any other casualties or conditions which are beyond the reasonable control of either party and not due to the fault or negligence of such party. If, as a result of any of these conditions, either party fails to perform any obligations specified in this Agreement and gives written notice of same to the other party within ten (10) days of their occurrence, then such failure shall not be deemed a breach or default; and the applicable time periods in which to perform shall be extended, but only to the extent and for the period such condition exists.

15. Applicable Law:

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

16. Waiver / Severability:

No waiver of any of the covenants, agreements or obligations herein contained by either of the parties hereto shall be construed as a waiver of any succeeding breach thereof or of any other covenant, agreement or obligation contained in this Agreement and no delay or

omission on the part of either party hereto to exercise any right acquired through default of the other shall be construed as a waiver of or shall impair such right.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or enforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

17. Assignment / Successors:

Neither Party shall assign, transfer or delegate any of its rights or obligations under this Agreement, without the prior written consent of the other party.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

18. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous written or oral communications, understandings and agreements.

19. Amendment:

Any amendment of this Agreement shall not be binding upon the parties unless made in writing and executed by the parties.

20. Survival:

Any terms of this Agreement that by their nature operate beyond the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their authorized representatives.

THE CITY OF MARKHAM PUBLIC LIBRARY BOARD

Per: [Signature]

Name: Catherine Biss

Title: Chief Executive Officer

Date Signed: August 5, 2014

Chinese Publications for Canadian Libraries LTD

Per: [Signature]

Name: Qiangli (Frank) Cao

Title: Chief Executive Officer

Date Signed: August 5, 2014

Per: [Signature]

Name: VERNA GILCHRIST

Title: MANAGER, TECH. SERVICE

Date Signed: AUG. 5/2014

Per: [Signature]

Name: SU QAN

Title: CEO

Date Signed: Aug. 5/2014

SCHEDULE "A" – SERVICES

This is Schedule "A" to the Services Agreement between Markham Public Library Board ("MPL") and **Chinese Publications for Canadian Libraries** ("CPCL") with an effective date of **August 5, 2014** (the "Services Agreement").


Unless otherwise indicated herein, capitalized terms will have the meanings ascribed to them in the Services Agreement.

CPCL will provide to MPL the Services detailed in RFP 285-R-13, including without limitation, the following C3 Services:

- CPCL will use the "Customer Centred Classification System" or "C3" system developed by MPL (hereinafter referred to as "C3"), including without limitation, the C3 EXCEL document and mapping tool, to provide the C3 Services.
- CPCL will assign C3 numbers to items purchased by MPL through CPCL.
- CPCL will print and affix C3 call number labels to specific MPL items identified by MPL as requiring C3 call number labels.
- CPCL will print and affix category labels to all items with C3 call number labels.
- C3 categories and call numbers may change (at the sole discretion of MPL) as more subcategories and subjects are added. MPL will advise CPCL of any such changes, and CPCL will incorporate such changes in the performance of the C3 Services hereunder.
- CPCL will inform MPL if required C3 numbers are not found in the C3 EXCEL document and mapping tool for subjects that are being catalogued.
- CPCL will inform MPL of errors, discrepancies or conflicts in the C3 EXCEL document and mapping tool.
- CPCL will track and maintain a record of all changes made to the C3 EXCEL document and mapping tool during the Term of the Services Agreement, and CPCL will provide MPL with such record at the end of the Term, or at any time upon request by MPL.
- CPCL will provide MPL with a copy of any mapping tools from Dewey to C3 developed by CPCL or MPL during the Term of the Services Agreement.

The above listed C3 Services will be provided by CPCL to MPL at no cost, as per RFP 285-R-13.

Exhibit 7

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五個小孩的校長 - Wu ge xiao hai de xiao zhang

Little big master

DVD - 2015 | Chinese

★★★★★ 3

Rate this: ☆☆☆☆☆

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All copies in use.

Copies: 4 Available: 0 Holds: 79

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For Later

Details Full Record

Publisher: Kuala Lumpur, Malaysia : Distributed by Golden Satellite Distribution Sdn. Bhd., [2015]

Characteristics: 1 videodisc (ca. 113 min.) : sd., col. ; 4 3/4 in.

Additional Contributors: Guan, Xinhui
Yeung, Miriam 1974-
Gu, Tianle 1970-
Ho, Wanlie

呂慧紅(楊千嬅飾演)本來是一所國際幼稚園的校長,因對教育制度感到意興闌珊,遂辭掉校長的高薪厚職,原本計畫要與丈夫謝永東(古天樂飾演)去環遊世界。可是,當她從電視新聞上,看到位於元朗的村校--元田幼稚園,只剩五個學生,面臨倒閉,加上幼稚園財困,只可用四千五百元聘請校長兼校工,竟重燃她對教學的熱情,毅然應徵,希望幫助五個小孩轉校。

[← Back to Search](#)



Bao bao xiao ke tang guo xue qi meng

Di zi gui, Laozi, Lun yu, Zhuangzi quan ji

DVD - 2013 | Chinese

Rate this: ☆☆☆☆☆

Print Share

Introduces Di zi gui, Laozi, Lun yu and Zhuangzi to small children.

[Details](#) [Full Record](#)

Publisher: Guangzhou Shi : Distributed by Tian yi yin xiang, [2013]

ISBN: 9787537444057
7537444056

Characteristics: 4 videodiscs : sd., col. ; 4 3/4 in. --

Alternate Title: Guo xue qi meng [videorecording (DVD)]

OPINION

COMMUNITY ACTIVITY

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Copies: 11 Available: 10 Holds: 0

On the shelves now at

Angus Glen Branch

Collection: Children's - Ancient & Medieval Times
Call #: CHI 6012 BAO

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中国的逻辑 - Zhongguo de luo ji

yi wei Riben qing nian suo kan dao de Zhongguo = The logic of China

加藤嘉一 - Katō, Yoshikazu

Book - 2011 | Chinese

Rate this: ☆☆☆☆☆

Print Share

"Zhongguo de luo ji: Yi wei Riben qing nian suo kan dao de Zhongguo" nei rong jian jie: Ta you Riben ren de qin fen yu neng liang, Zhongguo ren de ba mian ling long. Ta shi xin rui de guo ji zheng zhi guan cha jia, zai min jian wai jiao zhong zheng dao zhong yao hua yu quan. Ta yi huo yue de fa yan, min rui de si kao, liu li de yu yan, shi tan zhe liang guo de di xian; Ta ji qi wu shu fan dui sheng lang, que ye po shi liang guo de zheng jie he nian qing ren zheng shi zi ji.

Details
Full Record

Publisher: Kunming Shi : Yunnan ren min chu ban she, 2011.

Edition: Di 1 ban.

Available

Copies: 5 Available: 2 Holds: 0

On the shelves now at

Markham Village Branch

Collection: Adult - History
Call #: CHI 6382 KAT

[Availability by Location](#) >

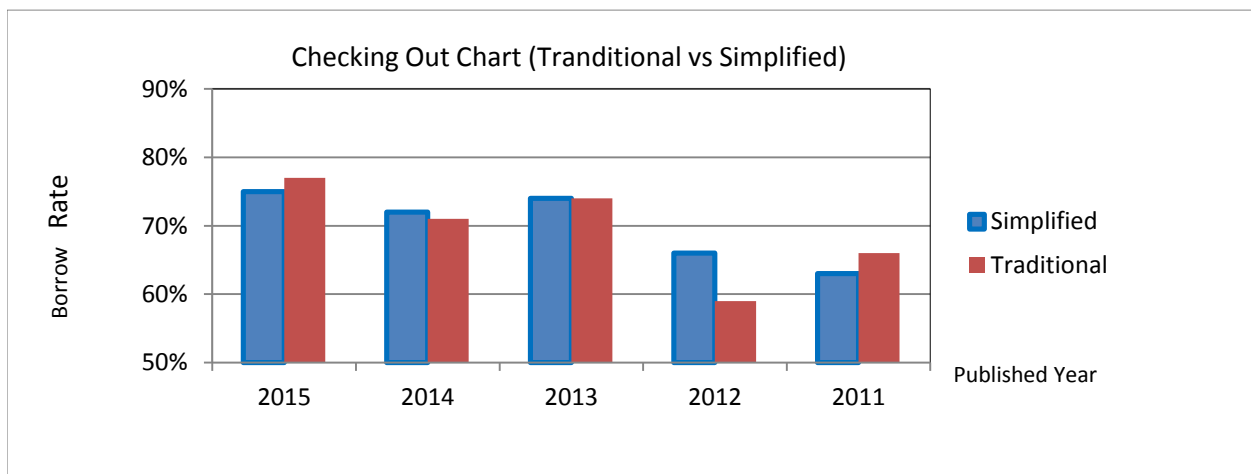
Place a Hold

For Later

The Statistical Information of Checking Out (CPCL Materials)

Published Year	Total			Simplified			Traditional		
	Titles	Check Out	Borrow Rate	Titles	Check Out	Borrow Rate	Titles	Check Out	Borrow Rate
2015	1756	1330	76%	761	567	75%	993	765	77%
2014	1432	1025	72%	772	557	72%	672	476	71%
2013	896	656	73%	509	375	74%	412	303	74%
2012	626	410	65%	403	266	66%	247	146	59%
2011	415	252	61%	295	185	63%	106	70	66%
Total Provided	5836	4008	69%	3177	2140	67%	2682	1912	71%

(All Statistics on Titles , Date Collection in Website in MPL on August 9, 2016)



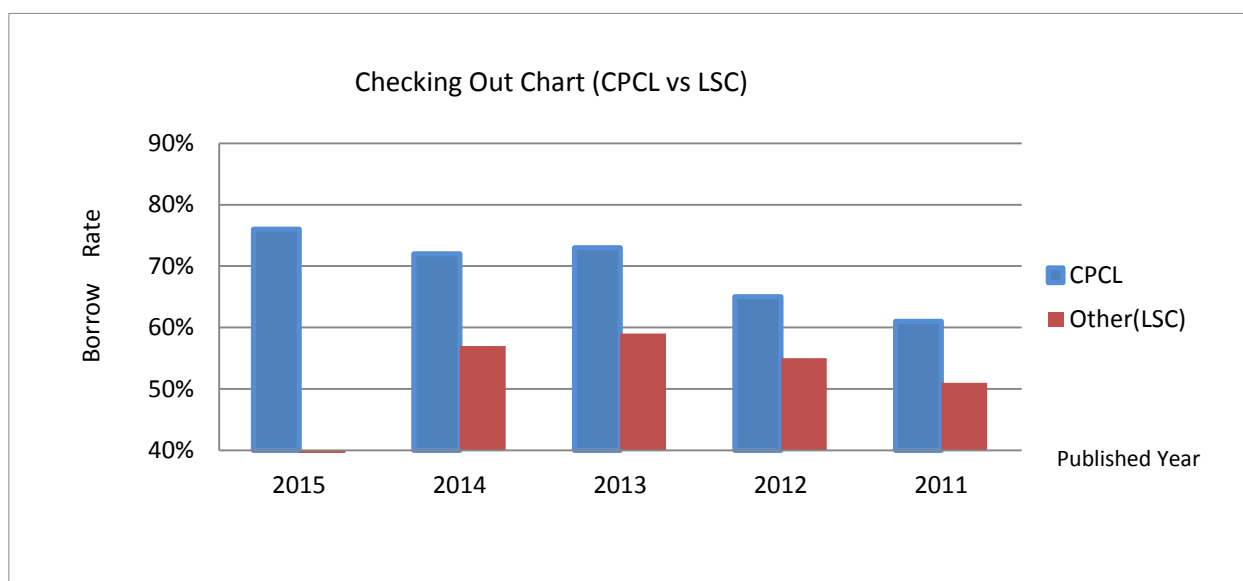
The Statistical Information of Checking Out in Chinese Materials (CPCL)

Published Year	Prints & AV			Prints			AV		
	Titles	Check Out	Borrow Rate	Titles	Check Out	Borrow Rate	Titles	Check Out	Borrow Rate
2015	1756	1330	76%	1492	1125	75%	220	182	83%
2014	1432	1025	72%	1152	825	72%	261	200	77%
2013	896	656	73%	676	525	78%	195	136	70%
2012	626	410	65%	465	325	70%	144	82	57%
2011	415	252	61%	253	175	69%	149	83	56%
Total	5836	4008	69%	4273	3050	71%	1420	875	62%

The Statistical Information of Checking Out in Chinese Materials (LSC)

Published Year	Total			Prints			AV		
	Titles	Check Out	Borrow Rate	Titles	Check Out	Borrow Rate	Titles	Check Out	Borrow Rate
2015	n/a	n/a	0	n/a	n/a	0	n/a	n/a	0
2014	88	50	57%	8	5	63%	63	35	56%
2013	992	589	59%	751	450	60%	241	158	66%
2012	1624	900	55%	1386	775	56%	238	125	53%
2011	2296	1177	51%	1987	1050	53%	309	122	39%

(All Statistics on Titles , Date Collection in Website in MPL on August 9, 2016)



Dated on Jan 22

Comparing DVD products in Vancouver with that in Markham, Toronto and Richmond Libraries.

* The 50 titles are selected here by the holding quantity from the topmost in the list in VPL's website.

* VPL has 178 new titles for DVDs while MPL has 626 new titles for DVDs in the past 180 days.

	Name of Title	Pinyin of Title	copy	holdin	Pub Year	Markham	Toronto	Richmond
	風雲天地	Feng yun tian di	6	34	2015	yes	no	no
	葉麗儀45年香港情演唱會	Ye Liyi 45 nian Xianggang	4	34	2015	no	yes	no
	殺破狼II	Sha po lang II	7	31	2015	yes	yes	no
	五個小孩的校長 -	Wu ge xiao hai de xiao zha	5	31	2015	yes	no	no
	鬼同你OT	Gui tong ni OT	6	28	2015	yes	no	no
	選戰	Xuan zhan	5	26	2015	yes	no	no
	武則天	Wu Zetian	7	25	2015	no	no	no
	破風	Po feng	7	23	2015	yes	no	no
	大道通天	Da dao tong tian	3	20	2015	yes	no	no
	虎妈猫爸	Hu ma mao ba	2	19	2015	yes	yes	yes
	花千骨	Hua qian gu	5	19	2015	yes	no	no
	拆局專家	Chai ju zhuan jia	6	18	2015	yes	no	no
	君在前哨	Jun zai qian shao	6	15	2015	no	no	no
	側田WeTouch live 2015世界	Cetian WeTouch live 2015 s	3	14	2015	no	no	no
	逐個捉	Zhu ge zhuo	3	13	2015	no	no	no
	梅艷芳1997芳蹤乍現台北演	Mei Yanfang 1997 fang zong	3	13	2014	no	no	no
	太平輪	Tai ping lun	7	12	2015	yes	no	yes
	劫中劫之劫水	Jie zhong jie zhi jie shu	3	12	2015	yes	no	no
	胡美儀吸引你的心演唱會	Hu Meiyi xi yin ni de xin	3	12	2012	no	no	no
	弦來最愛呂珊管弦樂演唱會	Xian lai zui ai Lü Shan gu	3	12	2015	no	no	no
	霸王別姬	Ba wang bie ji	1	12	1999	no	no	no
	樓奴	Lou nü	6	11	2015	yes	no	no
	聽見幸福	Ting jian xing fu	2	11	2015	no	no	no
	赤道	Chi dao	7	10	2015	yes	no	no
	抓住彩虹的男人	Zhua zhu cai hong de nan ren	3	9	2015	yes	no	no
	兩生花	Liang sheng hua	3	9	2015	yes	yes	no
	審死官	Shen si guan	3	9	1992	no	no	no
	失孤	Shi gu	6	8	2015	no	no	no
	張保仔	Zhang Baozai	8	8	2015	yes	no	no
	收規華	Shou gui hua	7	8	2015	yes	no	no

銀河歲月譚詠麟演唱會	Yin he sui yue Tan Yonglin	4	8	2015	no	no	no
怒放	Nu fang	3	8	2014	yes	no	no
第三极	Di san ji	3	8	2015	yes	no	no
關心妍說演唱會2014	Guan Xinyan shuo yan chang	3	7	2015	no	no	no
陪著你走	Pei zhe ni zou	7	7	2015	yes	no	no
楚漢	Chu Han	2	7	2015	yes	no	no
全力扣殺	Quan li kou sha	5	6	2015	yes	no	no
冲上雲霄	Chong shang yun xiao	2	6	2015	yes	no	yes
长大	Zhang da	4	6	2015	yes	no	no
致命行动	Zhi ming xing dong	3	6	2015	no	no	no
楊千嬅Let's begin concer	Yang Qianhua Let's begin c	3	6	2015	no	no	no
單紫寧傾城懷念鄧麗君演唱	Shan Zining qing cheng hu	3	6	200?	no	no	no
少年四大名捕	Shao nian si da ming bu	4	5	2015	no	yes	no
神探包青天	Shen tan Bao Qingtian	3	5	2015	yes	no	no
天下	Tian xia	3	5	2009	no	no	no
于无声处	Yu wu sheng chu	3	5	2015	yes	no	no
冰与火的青春	Bing yu huo de qing chun	3	4	2015	yes	no	no
后海不是海	Hou hai bu shi hai	3	4	2015	no	no	no
花博留影	Hua bo liu ying	4	4	2013	no	no	no
何日君再來	He ri jun zai lai	4	3	2010	no	yes	no
					28	6	3

Summary:

1. MPL has 28 tiles among the selected 50 tiltes here in VPL.
2. TPL has 6 tiles among the selected 50 tiltes here in VPL.
3. RPL has 3 tiles among the selected 50 tiltes here in VPL.
4. The Korean TV series are not compared, because we catalogue in different languages, and also most of DVDs of Korean ones we provided are still waiting loading onto our web.

Suggestions:

1. MPL needs to order some DVD on vocal concerts by famous singers.
2. Korean works need to be remained when cataloguing for Korean DVDs?

Dated on Jan 22

Comparing DVD products in Markham with that in Vancouver, Toronto and Richmond Public Libraries.

* The 50 titles are selected here by the holding quantity from the topmost in the list in MPL's website.

* MPL has 626 new titles for DVDs while Vancouver has 178 new titles for DVDs in the past 180 days.

ID	Name of title	Pinyin of title	Copy	Holding	Pub Year	Vancouver	Toronto	Richmond
9556100001429	暴風語	Bao feng yu	4	73	2015	yes	no	no
7193640001612	赤道	Chi dao	4	61	2015	yes	no	no
9555209016204	三面形醫	San mian xing yi	4	61	2015	no	no	no
9555209015559	導火新聞綫	Dao huo xin wen xian	4	56	2015	no	no	no
7193640001551	天將雄師	Tian jiang xiong shi	4	52	2015	no	no	no
9787798404258	道士下山	Dao shi xia shan	4	49	2015	no	no	no
7193640001520	12金鴨	12 jin ya	3	49	2015	no	no	no
7193640001636	五個小孩的校長	Wu ge xiao hai de xiao zhang	4	46	2015	yes	no	no
9787799835594	琅琊榜	Langya bang	4	44	2015	no	no	no
9555209016600	張保仔	Zhang Baozai	4	41	2015	yes	no	no
9555209016266	鬼同你OT	Gui tong ni OT	4	41	2015	yes	no	no
7193640001421	一个人的武林	Yi ge ren de wu lin	4	40	2014	no	yes	no
7193640001414	控制	Kong zhi	4	39	2014	yes	no	yes
4710756743422	太平輪	Taiping Lun	4	37	2015	yes	no	no
7193640001643	全力扣杀	Quan li kou sha	4	37	2015	yes	no	no
9555209014354	廉政行動2014	Lian zheng xing dong 2014	4	37	2014	no	no	no
4895154910024	吉星高照2015	Ji xing gao zhao 2015	4	37	2015	yes	no	no
4711162694599	一路有你	Yi lu you ni	4	35	2015	no	no	yes
9555209016501	陪著你走	Pei zhe ni zou	4	34	2015	yes	no	no
9555209016563	收規華	Shou gui hua	4	31	2015	yes	no	no
9555209016716	無雙譜	Wu shuang pu	4	31	2015	no	no	no
9555209015535	天眼	Tian yan	4	31	2015	yes	no	no
9555209015429	我阿媽系黑玫瑰	Wo a ma xi Heimeigui	4	30	2015	no	no	no
4714304852024	暗香	An xiang	4	30	2015	yes	no	no
7193640001230	金雞sss	Jin ji sss	4	29	2014	no	no	no
9787883785361	花千骨	Hua Qiang	3	29	2015	yes	no	no
9555209015788	歲月樓情	Sui yue lou qing	3	28	2015	no	no	no

4711162694605	財神客棧	Cai shen ke zhan	4	27	2015	yes	no	no
9555209015801	華麗轉身	Hua li zhuan shen	4	27	2015	no	no	no
9787880863505	狼图腾	Lang tu teng	4	26	2015	yes	no	no
9555209016099	恶毒老人同盟	E du lao ren tong meng	4	26	2015	no	no	no
9555209015184	客家女人	Ke jia nü ren	4	25	2015	no	no	no
9555209016426	夜班	Ye ban	4	25	2015	no	no	no
4895154909783	罪	Zui	4	24	2015	no	no	no
9787883784968	虎妈猫爸	Hu ma mao ba	4	23	2015	yes	yes	yes
9555209016402	拆局專家	Chai ju zhuan jia	4	23	2015	yes	no	no
6844221500017	風暴	Feng bao	4	22	2015	yes	yes	yes
4711404124556	宅男慢半拍	Zhai nan man ban pai	4	22	2015	no	no	no
4711162694568	全城戒備	Quan cheng jie bei	4	22	2015	yes	no	no
9555209015696	以和為貴	Yi he wei gui	4	21	2015	yes	no	no
9555209015948	潮拜武當	Chao bai Wudang	4	21	2015	no	no	no
9555209016471	開腦儆探	Kai nao jing tan	3	20	2014	no	no	no
6844221320011	聖誕玫瑰	Sheng dan mei gui	4	19	2013	no	no	yes
9787883784784	神雕俠侶	Shen diao xia lü	4	19	2014	no	no	no
9555186830787	车手	Che shou	3	19	2012	no	no	no
4717954165988	白狐	Bai hu	4	18	2015	no	no	no
4712826278889	忌愛	Ji ai	4	18	2015	no	no	no
4714304852192	武林外史	Wu lin wai shi	4	18	2015	yes	no	no
7193640001506	浮华宴	Fu hua yan	4	17	2015	no	no	no
4897033394680	極地冰封	Ji di bing feng	4	16	2013	no	no	no

22

3

5

Summary:

1. VPL has 22 tiles among the selected 50 tiltes here in MPL.
2. TPL has 3 tiles among the selected 50 tiltes here in MPL.
3. RPL has 11 tiles among the selected 50 tiltes here in MPL.



Report to: General Committee

Report Date: June 9, 2014

SUBJECT: Award of Contract 285-R-13, Markham Public Library
Material & Processing Services

PREPARED BY: Larry Pogue, Director Administration,
Markham Public Library, Ext. 5986
Tony Casale, Senior Construction Buyer, Ext. 3190

RECOMMENDATION:

1. That the report entitled "Award of Contract 285-R-13 Markham Public Library Material & Processing Services" be received;
2. And That contract 285-R-13 include the Annual Library collection and Opening Day collection for South East Branch scheduled to open in Q4 2015.
3. And That contract 285-R-13 be awarded to the highest ranked and lowest priced bidder Library Services Centre ("LSC") for English and French materials in the total amount of \$6,343,475.62 inclusive of HST for a period of four (4) years, seven months for the following;

Section A: Annual Collection for the seven (7) current branches

➤ English & French materials

○ 2014 June – December	\$ 749,164.71
○ 2015 January – December	\$1,130,133.33
○ 2016 January – December	\$1,130,133.33
○ 2017 January – December	\$1,152,736.00
○ 2018 January – December	\$1,175,790.72

Section B: Opening Day Collection for South East Branch Q4 2015

➤ English & French materials

\$1,005,517.53

4. And That contract 285-R-13 be awarded to the highest ranked and second lowest priced bidder Library Services Centre ("LSC") for multilingual materials (Asian and European language materials) in the amount of \$1,556,226.92 inclusive of HST for a period of four (4) years, seven months for the following:

Section A: Annual Collection for the seven (7) current branches

➤ Multilingual materials – Asian and European language materials

○ 2014 June – December	\$185,674.41
○ 2015 January – December	\$280,094.40
○ 2016 January – December	\$280,094.40
○ 2017 January – December	\$285,696.29
○ 2018 January – December	\$291,410.22

Section B: Opening Day Collection for South East Branch Q4 2015

➤ Multilingual materials – Asian and European language materials

\$233,257.20

5. And That contract 285-R-13 be awarded to the highest ranked and lowest priced bidder Chinese Publications for Canadian Libraries Ltd. ("CPCL") for Chinese only multilingual materials in the amount of \$1,792,628.43 for a period of four (4) years, seven months for the following:

Section A: Annual Collection for the seven (7) current branches

- Multilingual materials – Chinese only
 - 2014 June – December \$218,212.46
 - 2015 January – December \$329,178.84
 - 2016 January – December \$329,178.84
 - 2017 January – December \$332,470.63
 - 2018 January – December \$335,795.34

Section B: Opening Day Collection for South East Branch Q4 2015

- Multilingual materials – Chinese only \$247,792.32

6. And That the award for the seven (7) current branches from June – December 2014 in the amount of \$1,153,051.58 (\$749,164.71 + \$185,674.41 + \$218,212.46) inclusive of HST be funded from account # 076-5350-14172-005 - Library Collections as detailed in the Financial Considerations;
7. And That the award for the seven (7) current branches from year 2015 – 2018 (January –December) be funded from the respective years' capital budget accounts, **subject to Council approval of the annual capital budgets;**
8. And that the Library Board be permitted **on a one-time basis only** to expend the remaining balance of \$192,490.42 in the 2014 Library Capital Budget account #076-5350-14172-005 "Library Collections" on additional French and multilingual materials to meet annual Library collection requirements;
9. And That the award for the Southeast Branch Opening day collection in the amount of \$1,486,567.05 (\$1,005,517.53 + \$233,257.20 + \$247,792.32) inclusive of HST be funded from account #070-5350-13892-005 - SECC&L - Library Collection as detailed in the Financial Considerations;
10. And That the remaining balance in the amount of \$833,932.95 be returned to original funding source from the Opening Day Library Collections – South East, Account #070-5350-13892-005 - SECC&L - Library Collection;
11. And That the Director of Administration for the Markham Public Library, have the authority to re-allocate contract amounts to the Library collection accounts (listed in financial considerations section) within the budget limit of each account to adapt to publishing trends, change in material formats and community needs;
12. And That Staff be authorized to amend the purchase order amounts in years 2015 – 2018 to reflect potential changes to the Markham Public Library operating budget accounts as approved by Council during the annual budgeting process;

-
13. AND THAT Staff be authorized and directed to do all things necessary to give effect to this resolution.

PURPOSE:

To obtain approval to award the contract for Markham Public Library Material Processing Services for a period of four (4) years and seven (7) months, for the Annual Library Collections and the South East Opening Day Collection in Q4 2015.

BACKGROUND:

Markham Public Library (MPL) currently serves a diverse population of over 310,000 from 7 locations. South East Branch is scheduled to open in Q4 2015 and will be MPL's 8th service location. Library holdings exceeded 791,336 in 2013 with an annual circulation of almost 5.0 million items. Approximately 234,000 customers are currently registered with the Library and there were 2.4 million customer visits in 2013.

MPL will require an annual budget to replace Library materials in order to meet ongoing customer needs. The Library provides materials in various formats including books, CD's, CD-ROMs, Talking Books, DVD's, Kits, and Videogames. In addition to English and French, the Library maintains materials in the following languages: Arabic, Chinese, Greek, Gujarati, Hebrew, Hindi, Italian, Korean, Punjabi, Persian, Russian, Spanish, Tagalog/ Filipino, Tamil, & Urdu. Additional languages will be required as the Library responds to community needs.

MPL staff have periodically conducted service and price comparisons in 1998, 2003, 2006 and 2013, and found that price strategies remained competitive.

This is the second time that the Markham Public Library has gone to the market for the provision of material and processing services. The services included are selection, processing, cataloguing, invoicing and delivery of materials. The Library requires Books, Console Games, Audio & Video (DVD) formats in English, French, Chinese and 14 other languages. All materials are processed according to Library specifications. The requirements of the Library are constantly changing to meet the needs of its customers. The Library recently developed its own system of classifying materials and requires proponents to adopt this method.

The South East Library branch will require an Opening Day Collection which will include materials in a variety of formats and languages based on the Service Area demographic data. The services included in this award are selection, processing, cataloguing, invoicing, storage, and delivery of materials.

This contract combines both the Annual Collection (Section A) and the South East Library Opening Day Collection (Section B) requirements. While the Annual Collection is an ongoing requirement, the Opening Day Collection for South East is specific and time-limited requirement. The opportunity to combine both projects in this RFP has created efficiencies that in turn are reflected in favourable pricing obtained from the bidders. For both Sections A and B, the non-official language (excluding English and French) materials were split out between Chinese and all other languages. The rationale is that the Chinese collection is by far MPL's largest and most popular non-English language, and represents the largest component of the multilingual materials budget.

This approach ensured the greatest degree of flexibility in determining the recommended options for this contract.

BID INFORMATION

Advertised	Electronic Tendering Network
Bids closed on	Jan. 23, 2014
Number of contractors picking up bid documents	10
Number of contractors responding to bid	5*

*One bidder was disqualified as they did not meet all the mandatory requirements specified within the Bid document.

OPTIONS/ DISCUSSION:

The proposals were evaluated by an evaluation team comprising of four (4) staff members from the Markham Public Library with Purchasing staff acting as the facilitator.

The proposals were evaluated based on pre-established evaluation criteria as listed in the request for proposal; 15% Qualification and Experience of the Consulting Firm, 15% Qualifications & Organizational Background; 30% Project Delivery and 40% price totaling 100%. The detailed evaluation information is listed in the following table:

DETAILED EVALUATION INFORMATION:

English & French Material - Sections A&B

Companies	Total Score (100%)	Ranking
Library Services Centre	99	1
Multicultural Books & Videos	No Bid	
Chinese Publications for Canadian Libraries Ltd.	No Bid	
Whitehots Inc.	93.48	2

Multilingual Materials (Asian & European) - Sections A&B

Companies	Total Score (100%)	Ranking
Library Services Centre	97.80	1
Multicultural Books & Videos	88.00	2
Chinese Publications for Canadian Libraries Ltd.	No Bid	
Whitehots Inc.	No Bid	

Multilingual Materials (Chinese Only) - Sections A&B

Companies	Total Score (100%)	Ranking
Chinese Publications for Canadian Libraries Ltd.	99	1
Multicultural Books & Videos	63.98	2
Library Services Centre	59	3
Whitehots Inc.	No Bid	

The Bids submitted included annual price escalations for 2017 and 2018, which are as follows:

Library Services Centre	2% annually for 2017 and 2018
Chinese Publication for Canadian Libraries Ltd.	1% annually for 2017 and 2018

FINANCIAL CONSIDERATIONS AND TEMPLATE:

Below is a budget breakdown of accounts to be used for this award:

A. Annual Library Collection for the Seven (7) Current Branches

Original budget	\$2,088,000.00	Account #076-5350-14172-005
Budget Available for this award	\$1,345,542.00	Amount allocated for this award
Less: This award	(\$1,153,051.58)	Award to LSC and CPCL*
Budget remaining	\$ 192,490.42	

*Award based on requirements for June 1 to December 31, 2014. The award for years 2015 – 2018 (January –December) will be funded from the respective years' capital budget accounts, subject to Council approval of the annual capital budgets.

The remaining balance of \$192,480.42 in account #076-5350-14172-005 "Library Collections" would normally be returned to source as per the "Capital Budget Control Policy". However, Staff recommends **on a one-time basis only**, the remaining funds be used by the Library Board to purchase additional French and multilingual materials to meet the annual Library collection requirements.

B. Opening Day Collection –Southeast Library

Original budget	\$2,991,000.00	Account#070-5350-13892-005
Budget Available for this award	\$2,320,500.00	Amount allocated for this award
Less: This award	(\$1,486,567.05)	Awarded to LSC and CPCL
Budget after this award	\$ 833,932.95	

The remaining balance of \$833,932.95 in account 070-5350-13892-005 "SECC&L - Library Collection" will be returned to original funding sources.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This project aligns with the Integrated Leisure Master Plan (ILMP) for Parks, Recreation, Culture, and Libraries, and supports the implementation of the ILMP recommendations regarding the Southeast Community Centre and Library.

The Markham Public Library Material & Processing Program offers considerable value to the local community and the City as a whole. The Library offers a wide selection of material in many languages which provides ongoing value to the community.

ENVIRONMENTAL CONSIDERATIONS:

Not Applicable

ACCESSIBILITY CONSIDERATIONS:

Not Applicable

ENGAGE 21ST CONSIDERATIONS:

Not Applicable

BUSINESS UNITS CONSULTED AND AFFECTED:

Not Applicable

RECOMMENDED BY:

6/6/2014

6/6/2014

X 

Catherine Biss
Chief Executive Officer Markham Public Library

X 

Brenda Librecz
Commissioner, Community & Fire Services

ATTACHMENTS:

Not Applicable



Vendor: 16843 CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES 716 GORDON BAKER RD UNIT 105 NORTH YORK ON M2H 3B4 Phone: (416) 800-5169 Fax:		Ship To: Markham Public Libraries 6031 Highway 7 Markham Ontario L3P 3A7 Attn: L POGUE 9.477.7000X5986		Purchase Order: PB 14079 Requisition No: Ordered By: T CASALE Page: 1 of 4	
Payment Terms:		Date Required: 18/12/31	F. O. B.:		Date of Order: 14/06/20
Line	Quantity	Unit	Description	Unit Price	Extension
			a/c #s 076 5350 14172 005 & 070 5350 13892 005 ***** AWARDED ITEMS: SECTIONS A & B: Annual collection of Multi-Lingual Material - Chinese NOTE: SECTION B: Opening day collection for South-East Branch ***** TERMS, PRICING & SPECIFICATIONS AS PER RFP # 285-R-13 AND YOUR EXECUTED BID SUBMISSION The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/Markham/Departments/ FincServ/Prch/bidopp.htm PAYMENT TERMS: Net 30 days Forward all invoices to Accounts Payable Dept. 101 Town Centre Blvd, Markham ON L3R 9W3		
The City's current General Terms & Conditions shall apply. Please refer to: www.markham.ca/wps/portal/Markham/BusinessDevelopment/TendersQuotes Buyer reserves the right to cancel all or any part of the undelivered portion of this order if the seller does not make deliveries as agreed to, or if seller breaches any terms here of including the warranties of the seller.			INVOICE TO: Accounts Payable Department City of Markham 101 Town Centre Blvd Markham ON L3R 9W3 OR EMAIL TO: apadmin@markham.ca		
Authorized By: See Signature On Page 4			Note: Invoices must show Purchase Order number: PB 14079		



City of Markham

101 Town Centre Blvd Markham ON L3R 9W3
Telephone: (905) 475-4877 • Fax: (905) 479-7762

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Payment Terms:	Date Required: 18/12/31	F. O. B.:	Date of Order: 14/06/20
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Line	Quantity	Unit	Description	Unit Price	Extension
1			***** CONTRACT TERM: June 2014 to December 31, 2018 ***** June 17/15 Rev #1 Line 3 decreased by \$39,308.18 as per Council's confirmation of the Library's 2015 Capital Budget for Collections		
			Library Material & Processing Services, 2014 (Jun - Dec 31) - Multi-lingual Chinese Material for 7 current branches	214438.35	214438.35
			Library Material & Processing Services, 2014 (Jan - Dec 31) multi-lingual Chinese Material for Opening Day South East Branch	243506.60	243506.60
* 3			Library Material & Processing Services, 2015 (Jan 1- Dec 31) multi-lingual Chinese Material for all branches NOTE: Award is subject to Council approval of the 2015 budget	284177.32	284177.32

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Authorized By: See Signature On Page 4	Note: Invoices must show Purchase Order number: PB 14079
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Vendor: CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES 716 GORDON BAKER RD UNIT 105 NORTH YORK ON M2H 3B4 Phone: (416) 800-5169 Fax:		16843	Ship To: Markham Public Libraries 6031 Highway 7 Markham Ontario L3P 3A7 Attn: L POGUE 9.477.7000X5986		Purchase Order: PB 14079 Requisition No: Ordered By: T CASALE Page: 3 of 4	
Payment Terms:			Date Required: 18/12/31	F. O. B.:		Date of Order: 14/06/20
Line	Quantity	Unit	Description	Unit Price	Extension	
4			Library Material & Processing Services, 2016 (Jan 1- Dec 31)- multi-lingual Chinese Material for all branches NOTE: Award is subject to Council approval of the 2016 budget.	323485.50	323485.50	
5			Library Material & Processing Services, 2017 (Jan 1- Dec 31)- multi-lingual Chinese Material for all branches (Effective Jan 1/17 a 1% increase per annum) NOTE: Award is subject to Council approval of the 2017 budget.	326720.35	326720.35	
6			Library Material & Processing Services, 2018 (Jan 1- Dec 31)- multi-lingual Chinese Material for all branches (Effective Jan 1/18 a 1% increase per annum) NOTE: Award is subject to Council approval of the 2018 budget.	329987.55	329987.55	
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Authorized By: See Signature On Page 4				Note: Invoices must show Purchase Order number: PB 14079		



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Payment Terms:			Date Required: 18/12/31	F. O. B.:		Date of Order: 14/06/20
Line	Quantity	Unit	Description		Unit Price	Extension
			70 535013892005		275162.46	
			76 535014172005		242315.34	
			410 4347978		742079.93	
			410 4347979		365538.62	
			410 4347989		274686.59	
					SUBTOTAL	1722315.67
					HST	223901.06
					OTHER	
					TOTAL	1946216.73
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Authorized By: 			Note: Invoices must show Purchase Order number: PB 14079			

Subject **FW: CPCL/MPL meeting June 11 2015**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>
 Cc Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Date 2015-06-17 15:51



- Sample monthly spending report.docx (13 KB)

Hi Frank

Type your text

This is a reminder that we are waiting for your first financial report. Did you receive the sample form that I sent last week?

As noted below, we expect to have a fund report on a monthly basis. This was itemized in the RFP, item 8.2.10 which you signed off on. We would like a summary up to the end of May as soon as possible.

Will you be bringing one tomorrow? I will not be in but you can leave it with Samantha.

Based on our records, you are under spent for the year. We have paid only 17% which is unacceptable for being half way through the year. By the end of July we expect to have received at least ½ of what CPCL is supposed to supply for the year:

Books: we need another 5,661 items by end of July

DVDs: we need another 2,462 items by end of July

CDs: CPCL seems to be on target with these

It is important to note that if you cannot deliver these items by end of July we will have to review our contract.

We also need more items in traditional Chinese as we seem to be only getting items in simplified Chinese so far this year. We need 50% simplified and 50% traditional.

I will call you on Friday to further discuss this issues.

Thanks,
Verna

From: Gilchrist, Verna
Sent: June 12, 2015 3:43 PM
To: 'Frank Cao'; Bailie, Anthea; Lau, Samantha
Cc: Gilchrist, Verna
Subject: CPCL/MPL meeting June 11 2015

Summarizing our discussions from yesterday.

1. Frank did not have a spending summary. He discussed his ordering strategy and expressed his concerns about the falling Canadian dollar, the increased cost of items, and his losses due to selection issues.
2. We have not had any spending reports to date and MPL would like to see spending reports on a monthly basis going forward. We need to ensure continuous spending and avoid the avalanche of materials that could come all at once at year end. We will supply a sample form that can be used to report expenditures. **Sample form attached.**
3. Anthea reported on the following selection points:

Sawh, Michelle

From: CaoQiangli [frankcanada@live.com]
Sent: Friday, June 27, 2014 3:50 PM
To: Feng, Suliang
Cc: Sawh, Michelle; Gilchrist, Verna; Pogue, Larry
Subject: RE: Key arrangements to start your project for MPL

Importance: High

Categories: Vendors

Yes, I have got your key arrangements and will try my best to fulfill them. Thanks.

Frank Cao

Director
Chinese Publications for Canadian Libraries Ltd.
Canada China Book Bridge
Unit 105, Gordon Baker Rd., Toronto, ON. M2H 3B4
Tel: 1-647-887-8767 / 1-416-800-5169
Email: chinesepublications@gmail.com / frankcanada@live.com
www.ccbooks.ca

From: SFeng@markham.library.on.ca
To: frankcanada@live.com
CC: MSawh@markham.library.on.ca; vgilchrist@markham.library.on.ca;
lpogue@markham.library.on.ca
Subject: Key arrangements to start your project for MPL
Date: Fri, 27 Jun 2014 19:41:55 +0000

Attached is a draft version of the profile for Chinese collection. We are working on the final version. Once it is ready, I will have it forwarded to you.
Knowing that you will go back to Beijing early next week, you might want to take it with you and share it with your selection team. After you are back from China on July 19th, we need to move quickly to go over the following key steps which will help you to start your project.

Here is a list of the key dates you need to mark your calendar. Make sure the bring the requested team members with you when coming for the meetings:

- July 22 Profile review (Make sure to have your selection team manager with you for the meeting)
- August 5 Meeting and training your tech team members from Beijing and Taiwan
- August 12 2nd Tech/Training meeting
- Your team is required to conduct a test on small numbers of books and DVDs based on the knowledge learned from the 3 sessions list above, including MARC records with required data fields, including C3 and Holding codes, print out spine labels, use 3M equipment to convert barcode into RFID, process book/DVD, etc.
- August 19 Meeting to exam the test result
- Once your test result is confirmed and approved, you should start to work on orders
- First order placed by Friday, September 5th, Receive around early November
- 2nd order (the last order of the year) placed by early October, receive around early December

Please note that 2014 budget must be spent before end of 2014 based. We need all the goods with related invoices here before end of December, 2014.

Thanks,

Suliang Feng

Manager, Virtual Services Department

Markham Public Library

6031 Highway 7 E.

Markham, ON L3P 3A7

T: 905-513-7977 x 4625

F: 905-471-6015

sfeng@markham.library.on.ca

www.markhampubliclibrary.ca

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MARKHAM PUBLIC LIBRARY

July 22, 2014

Beijing Publication Distribution Co. Ltd

15 College Road

Hai Dian District

Beijing, China 100088

Dear Sir/Madam

This letter is to confirm the attendance of Zhang Xiaodan at a meeting at the Markham Public Library to discuss and review collection profiles and budgets.

This meeting took place on July 22, 2014. Zhang Xiaodan's expertise contributed to successful results during this initial test phase of service fulfillment of our contract, and will play an important role in the ongoing success of this venture.

We look forward to working with Chinese Publications for Canadian Libraries Ltd.

Thank you.

Yours very truly,

Verna Gilchrist

Manager, Technical Services & C3 Support

Administration Centre

6031 Highway 7
Markham, ON L3P 3A7
T: 905. 513.7977
F: 905. 471.6015

Branches

Angus Glen Branch

3990 Major Mackenzie Drive E
Markham, ON L6C 1P8

Cornell Branch

3201 Bur Oak Avenue
Markham, ON L6B 0T2

Markham Village Branch

6031 Highway 7
Markham, ON L3P 3A7

Milliken Mills Branch

7600 Kennedy Road
Markham, ON L3R 9S5

Thornhill Community

Centre Branch
7755 Bayview Avenue
Thornhill, ON L3T 4P1

Thornhill Village Branch

10 Colborne Street
Thornhill, ON L3T 1Z6

Unionville Branch

15 Library Lane
Unionville, ON L3R 5C4

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www.markhampubliclibrary.ca

Subject **Notes from November 28, 2014**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Frank Cao <cao@ccbooks.ca>, Pogue, Larry
 <lpogue@markham.library.on.ca>, Sawh, Michelle
 <MSawh@markham.library.on.ca>, Chan, Polly
 <pochan@markham.library.on.ca>
 Cc Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Date 2014-12-01 11:02



Following is a summary of our meeting on Friday:

MPL has received only approximately \$13,000 to date, 2 small shipments and there are only 5 weeks remaining in 2014.

Frank confirmed:

- Has hired some additional cataloguers to expedite the process
- Has 95% of the material on hand; other 5% are DVDs being shipped by air
- 1/3 of items on hand have been catalogued and they are now processing them
- Encountered some software problems that have slowed them down
- Will start shipping approximately 2500 items per week, starting next week, may be 2 deliveries per week
- Feels they can deliver everything is receipt date can be extended to mid-January.

Michelle expressed concerns about the Canadian content selected for non-fiction as the selection is mostly done in China. Polly will send Frank some local contacts and he will ensure selection.

Polly confirmed that the deliveries should be made before January 9, 2015 to ensure spending from the 2014 budget.

Verna will arrange a final meeting on Dec. 19 to review status of spending and deliveries.

Frank requested some additional supplies and took 40 small courier bins for deliveries. Samantha will package the supplies to be available for pickup this week.

Please let me know if I have missed anything.

Verna Gilchrist
 Manager, Technical Services & C3 Support
 Markham Public Library
 6031 Highway 7
 Markham, ON L3P 3A7
 905 513 7977 ext 2580

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Proud Host of the 2015 Pan Am/Parapan Am Games

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EOS INTERNATIONAL
Headquarters
2292 Faraday Avenue
Carlsbad, CA 92008-7208 USA

t. 800-876-5484
t. 760-431-8400
f. 760-431-8448
w. eosintl.com

Americas
Europe
Middle East / Africa
Asia Pacific

TRAINING SERVICES GENERAL TERMS

Between: **Chinese publications for Canadian Library Ltd.**

105-716 Gordon Baker Road, Toronto Canada M2H 3B4

Tel: 1- 416-800-5169

Contact: Qiangli (Frank) Cao

Email: cao@ccbooks.ca

And: **EOS International**

2282 Faraday Avenue, Carlsbad, California, USA 92008

Tel: 1-760-431-8400 x7748

Contact: Daniel Fitzenz

Email: daniel.fitzenz@sirsi.dynix.com

Course Title and Description of Training

Course Title: EOS.Web Integrated Library Systems (ILS) & Cataloging Skills Training.

Description: This course is designated for 3 people. Attendees will learn basic rules and procedures of MARC Cataloging. Attendees learn how to setup and run the EOS. Web ILS system. This includes how to add, delete, edit, format, import, export, and search MARC records in EOS. Web. Attendees learn how to print catalog record labels. At the end of the training attendee should have a good basic understanding of cataloging, circulation and OPAC other aspects of EOS. Web. To ensure the attendees perfect with his or her positions.

Schedule & Methods

Online and Classroom blended training.

Feb 12th - Feb 16th on line

March 17th - March 19th in the office (classroom) in Toronto

March 20th - March 28th on line.

20 hrs a week on average.

Fees

Under this term of agreement, the supplier, EOS International, shall receive fees, totalling 27000 CAD (21692 USD, for the training and software regarding EOS. Web e-library. Chinese publications for Canadian Library Ltd. is required to pay 5000 CAD (4000 USD) as deposit, and the whole payment is required before March 10.

Signature

EOS International

Name:

JEFF SMITH
VP EOS CLIENT SERVICES

Signature

Date: Feb 11, 2015



Chinese publications for Canadian libraries Ltd.

Name: Qiangli Cao

Signature

Date: Feb 11, 2015

Invoice



Page 1/1
 Invoice INVCT103957
 Date 12-Feb-15

EOS International
 2292 Faraday Avenue
 Carlsbad CA 92008-7208

Bill To: Chinese Publications for Canadian Libraries
 Canada China Book Bridge
 Unit 105, Gordon Baker Rd.
 Toronto ON M2H 3B4

Ship To: Chinese Publications for Canadian Libraries
 Canada China Book Bridge
 Unit 105, Gordon Baker Rd.
 Toronto ON M2H 3B4

Purchase Order No.	Customer ID	Due On Or Before	
	403253	14-Mar-15	
Item Number	Description	Unit Price	Ext. Price
MILESTONES	Contract Payment Milestone - Training provider fees & software regarding EOS.Web e-Lib	\$21,692.00	\$21,692.00
	Tax Analysis: Avatax Canada GST/HST/PST Rate: 0.00000%	Tax Amount \$0.00	

For questions, please contact:
 Kaleo Li at kaleo.li@sirsidynix.com or
 801-223-5347

Subtotal - USD	\$21,692.00
Tax	\$0.00
Trade Discount	\$0.00
Total - USD	\$21,692.00

Please Remit Payment to: SirsiDynix EOS LLC, P.O. Box 204639, Dallas, TX 75320-4639

EOS International is an Affirmative Action/Equal Opportunity employer and is proud to have a drug-free environment. Upon payment of this invoice, Customer agrees that SirsiDynix shall have the right to aggregate and retain non-personally identifiable data. International Customers: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited. Upon payment of this invoice, Customer agrees that SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

If paying by wire please reference the invoice number on your bank instructions.

Subject **RE: Our schedules**
From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
To Frank Cao <cao@ccbooks.ca>
Cc Lau, Samantha <slau@markham.library.on.ca>
Date 2015-03-30 11:42



Hi Frank

This is a good schedule.

We prefer to receive deliveries regularly, weekly on Thursdays as agreed. It is best to avoid a repeat of the 'landslide' of material at the end of the year.

We will expect your next delivery on April 23. Have a great trip.

Thanks,
Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: March 30, 2015 11:46 AM
To: Gilchrist, Verna
Subject: Our schedules

Hi Verna,

We completed our work of 2014 by the middle of January. And then we had a period of time for a summary and staff training. We are sorry to be slow to deliver products in February and March. We had ordered the new materials for 2015 in the middle of February and this first shipment of books is going to arrive before the 10th of April. So we have scheduled to delivery new materials on April 23. More materials will arrive after this first shipment and next we can deliver materials regularly every Thursday.

For a better selection and some related matters, I will be away from Canada for some days, from April 10 to April 19, leaving for China, Hong Kong and Taiwan. I will be back on April 20 and deliver materials to you on April 23.

Anything not proper, please let me know.

Thanks,

--

Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
www.ccbooks.ca

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Gilchrist, Verna

From: Gilchrist, Verna
Sent: July 16, 2015 10:59 AM
To: Frank Cao
Cc: Lau, Samantha; Bailie, Anthea; Gilchrist, Verna

Hi Frank

Following up on our visit on Tuesday, it still looks as if you are well below the required delivery numbers for this month. Please see the chart below.

Based on our records, you continue to be under spent for the year as we have paid only 26% and are more than half way through the year. By the end of July we expect to have received at least ½ of what CPCL is supposed to supply for the year:

2015 receipts:

Month 2015	Print		CD		DVD	
	Title	QTY	Title	QTY	Title	QTY
Jan	64	360	0	0	0	0
Feb	0	0	0	0	0	0
Mar	0	0	38	187	0	0
Apr	136	497	34	66	20	42
May	258	1111	0	0	97	253
May Credit	-38	-192	0	0	-2	-2
Jun	243	1130	0	0	78	183
Jul	161	486	0	0	48	192
Aug						
Sep						
Oct						
Nov						
Dec						
Total	824	3392	72	253	241	668

QTY required 12750 375 5510
 (based on contract)

July's shipments have been quite small.

July	Print		CD		DVD	
	Title	QTY	Title	QTY	Title	QTY
02-Jul-15	58	175	0	0	16	64

09-Jul-15	103	311	0	0	32	128
Total	161	486	0	0	48	192

As outlined in my email late June, we are expecting to receive a much larger volume within July. On Tuesday, you mentioned having only some DVDs currently on hand and expect more items in August. Based on this information, I cannot see how you will meet the numbers noted below.

Books: we need another 5,661 items by end of July

DVDs: we need another 2,462 items by end of July

CDs: CPCL seems to be on target with these

It is important to note that if you cannot deliver these items by end of July we will have to review our contract.

We also need more items in traditional Chinese as we seem to be only getting items in simplified Chinese so far this year. We need 50% simplified and 50% traditional.

Please advise me of any additional information you may have regarding anticipated deliveries.

Thanks,

Verna Gilchrist
 Manager, Technical Services & C3 Support
 Markham Public Library
 6031 Highway 7
 Markham, ON L3P 3A7
 905 513 7977 ext 2580

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Proud Host of the 2015 Pan Am/Parapan Am Games



Monday, August 17, 2015

Mr. Frank Cao, Director
Chinese Publications for Canadian Libraries Ltd.
716 Gordon Baker Rd., Unit 105
Toronto, ON. M2H 3B4

Dear Mr. Cao:

Re: 285-R-13: Markham Public Library Material & Processing Services

In June 2014, the City awarded Chinese Publications for Canadian Libraries Ltd. ("CPCL") the contract for annual collections for Chinese materials. The award covered requirements for the seven current Markham branches and the Opening Day Collection at the South East Library.

Since award of the contract, performance levels from CPCL have not met the expectations of the Markham Public Library. On an ongoing basis the Markham Public Library has experienced very poor fulfillment rates and deliveries are not meeting the expected targets. Moreover, library staff has identified numerous cataloguing / processing errors and the expenditure strategy and plan are not being fulfilled.

Based on current schedules and the work completed to date, the City of Markham has serious concerns about the ability of CPCL to fulfill the requirements of the contract within the specified time frames.

In lieu of the above, please be advised that Purchase Order # PB-14079 for material and processing services is being revised to cancel the requirements pertaining to the South East Branch. This is a formal written notice pursuant to the City's *General Terms and Conditions*, Part III, Section 17.3 which states; "The City reserves the right, in its sole discretion, to terminate the Contract in whole or in part, without cause, upon providing thirty (30) days prior written notice to the Contractor."

Please call the undersigned at 905-477-7000, Ext. 3190 if you require further assistance.

Sincerely,

Tony Casale
Senior Construction Buyer
City of Markham
T. (905) 477 - 7000 Ext. 3190
F. (905) 479 - 7762

项目序号	OO20161320
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新闻出版改革发展项目库

申请书

项目类别 新闻出版企业海外发展

项目名称 北美图书馆中文出版发行中心

申请单位 江西高校出版社有限责任公司

项目负责人 邱少华

填表日期 2015-11-25

国家新闻出版广电总局规划发展司

2015 年 8 月

申请单位的承诺：

本单位承诺对填写的各项内容的真实性负责，保证没有知识产权争议。
如获准立项，本单位承诺以本表为有约束力的协议，遵守新闻出版改革发展项目库的相关规定，按计划认真开展各项工作，取得预期成果。

申 请 人：
(签 名)

申 请 单 位：
(签 章)

年 月 日

填表说明

一、请通过申报网络如实填写《新闻出版改革发展项目库申请书》，有关内容要符合逻辑关系，前后一致。

二、封面

1.项目序号：由系统自动生成，申请单位不填。

2.项目类别：请根据项目实际选择，可多选。

3.申请单位：请填写单位全称。

4.项目名称：应准确、简明反映项目内容，最多不超过 20 个汉字（包括标点符号）。

三、数据采集表

1.关键词：请根据项目实际，通过系统选择，可多选。

2.项目类别：请根据项目实际，通过系统选择。例如，选“出版项目”包括图书、期刊、音像制品等相关项目，填“ A”，选“科技、信息化”填“ B”，选“发行”填“ C”等。

3.申报单位基本信息：非企业单位只须填写单位名称、组织形式、法人代码、法定代表人及联系方式，非企业单位无须填写“最近 3 年经营情况”。

4.申报项目基本情况：项目资金来源，以万元为单位，请填写阿拉伯数字。项目总投资=拟申请财政拨款+自筹资金。

5.通讯地址：按所列 4 个部分详细填写，必须包括街（路）名和门牌号，不能以单位名称代替通讯地址。

6.主要参加者：必须真正参加本项目的工作，不包括科研管理、财务管理、后勤服务等人员。

四、项目简介

不得超过 1500 字。

五、项目可行性研究报告摘要

应包括以下内容：

1.项目内容

2.项目可行性和必要性

3.项目实施条件

4.项目计划和资金测算依据

5.主要结论

六、项目论证

应包括以下内容：

1.立项的背景、意义和必要性（含单位介绍）。

2.国内外有关该项目的发展现状和发展趋势。

3.项目的现有基础及可行性分析（含项目现有的硬件基础、软件基础）。

4.项目设计概述（含项目整体架构、项目标准设定、资源平台介绍等）。

5.项目具体实施方案（项目如何实施，阶段性任务是什么，任务预期达到的效果如何）。

七、项目工作量与时间进度

1.项目工作量与时间进度要匹配，切实可行。

2.工作进度至少要详细到季度。

3.请同时在此说明项目组成员分工。

八、经费预算。

1.以万元为单位，填写阿拉伯数字。

2.经费科目开支科目须符合国家有关规定。

3.项目基础设施建设费用不得超过总经费的 30%。

九、预期社会效益与经济效益

1.预期社会效益

2.预期经济效益（该项目顺利实施后达到的规模，预期收回成本的时间、预期盈利时间、项目在五年规划中所能达到的总体收入水平）

3.风险分析（对该项目实施过程当中所遇到的风险做出前置性评估）

十、专家推荐意见

1.推荐人应认真负责地介绍项目负责单位和参加者的专业水平、技术实

力、资金实力和实施方案，并说明该项目取得预期成果的可能性。

2.如无推荐人，本栏目不填。

3.推荐人姓名需本人在纸质申报材料上签字。

十一、中央各部门、各单位新闻出版单位上级主管部门审核意见

1.中央各部门、各单位新闻出版单位项目填报此项。

2.须明示是否同意申报新闻出版广电总局新闻出版改革发展项目库，并说明理由。

3.须在纸质申报材料上加盖审核单位（厅局）公章。

4.中央出版（传媒）集团公司所属单位申报项目，须由集团统一申报，并在纸质申报材料上加盖集团公章。

十二、解放军系统新闻出版单位上级主管部门审核意见

1.解放军系统新闻出版单位的项目填报此项。

2.须明示是否同意申报新闻出版广电总局新闻出版改革发展项目库，并说明理由。

3.由解放军总政治部宣传部新闻出版局审核并填写，须在纸质申报材料上加盖公章。

十三、各省、自治区、直辖市、新疆生产建设兵团新闻出版行政主管部门审核意见

1.除中央各部门、各单位新闻出版单位以及解放军系统新闻出版单位的项目外，均填报此项。

2.须明示是否同意申报新闻出版广电总局新闻出版改革发展项目库，并说明理由。

3.须在纸质申报材料上加盖审核单位公章。

4.各地方出版（传媒）集团公司所属单位申报项目，须由集团统一申报，在纸质申报材料上加盖集团公章。

十四、附件

请按照项目申报指南要求，提供相关证明文件。

十五、纸质申报材料。

- 1.申请书书面材料报送一式一份。
- 2.原则上要求统一用 A4 纸印制、中缝装订，活页附在申请书后。

联 系 人：王晓丽、马小涵、冀素琛

联系电话：010-83138540、83138426、83138661

邮寄地址：北京市西城区宣武门外大街 40 号

国家新闻出版广电总局规划发展司

邮政编码：100052

新闻出版改革发展规划项目库

一、数据采集表

1. 基本信息					
申报单位名称	江西高校出版社有限责任公司		是否为数字出版转型示范单位	否	
申报单位组织形式	企业单位		申报单位法人代码	15828686-2	
申报单位法定代表人	邱少华		联系电话	0791-88512756	
申报单位注册地点	南昌市洪都北大道 96 号		申报单位注册日期	1993-09-07	注册资本(万元) 9183.67
申报单位经营范围	本版图书及报刊总发行				
申报单位主要产品	图书、电子音像数字出版产品、报刊、互联网出版				
联合申报单位名称			联合申报单位组织形式		
联合申报单位法定代表人			联系电话		
2. 最近 3 年经营情况					
年份	2014	2013	2012	说明	
资产总额	15822	14308	15213.7		
负债总额	5512	5330	5671.78		
所有者权益总额	10310	8978	9541.92		
销售收入	16120	12463	14191.31		
利润总额	922	1171	909		
上缴税金	808	1046	947		
年末在岗人数(人)	252	219	204		

3. 申报项目情况											
项目名称		北美图书馆中文出版发行中心									
主题词		出版产品与服务输出,海外销售渠道(平台)建设,新闻出版企业海外发展									
项目类别		新闻出版企业海外发展									
上级主管单位		江西省新闻出版局					所属集团				
是否有融资意向		否	融资类型						融资金额 (万元)		
项目负责人		邱少华			联系电话		13807919513		传真		0791-88504319
联系地址		南昌市洪都北大道 96 号					邮政编码		330046		
分工	姓名	性别	出生年月	专业 职务	专长	学历	学位	工作单位			
负责	邱少华	男	1961-01-04	董 事 长、 社长	企业管理与出版	本科	学士	江西高校出版社有限责 任公司			
分工	姓名	性别	出生年月	专业 职务	专长	学历	学位	工作单位			
参加	花传贵	男	1962-05-18	总 经 理、 总 编 辑	教育出版与经营 管理	本科	学士	江西高校出版社有限责 任公司			
参加	舒 平	男	1956-05-21	副 总 经 理、 副 总 编 辑	教育出版与经营 管理	本科	学士	江西高校出版社有限责 任公司			
参加	易建宏	男	1986-06-20	项 目 运 营 中 心 主 任	教育出版	硕 士 研 究 生	硕士	江西高校出版社有限责 任公司			
参加	曹强利	男	1958-04-15	首 席 执 行 官	海外出版及发行	本科	学士	加拿大图书馆中文出版 物有限公司			
参加	苏群	女	1963-10-05	首 席 运 营 官	海外出版及发行	本科	学士	加拿大图书馆中文出版 物有限公司			
第一推荐人姓名		郝振省		专 业 职 务	研究员、中国编辑学 会会长		工作单位		中国新闻出版研究院		
第二推荐人姓名		周榕芳		专 业 职 务	江西省版协副主席、 江西省编辑学会会 长		工作单位		江西省出版集团公司		

项目资金来源	项目总投资（万元）	拟申请财政拨款（万元）	自筹资金（万元）	实施期限（年）
	6562.50	3200.00	3362.50	3.00
内容简介 （应简明扼要，控制在 100 字以内）	本项目通过成立江西出版传媒有限公司（加拿大），搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务，打造中华文化“走出去”北美地区桥头堡。			

注：1.非企业在“基本信息”表格中只须填写：单位名称、组织形式、法人代码、法定代表人及其联系方式。

2.非企业单位无须填写“最近 3 年经营情况”。

3.项目总投资=拟申请财政拨款+自筹资金。

二、项目简介

对拟申报项目进行简单介绍，不得超过 1500 字。

近年来，中国国际影响力不断提升，对外贸易合作和文化交流日益频繁，世界各国迫切希望更多地了解中国和中国文化。作为世界上最活跃的图书市场之一，北美图书市场对中文图书的需求逐渐增大，北美地区已成为中国图书的最大海外市场。

检验图书“走出去”成效的重要指标之一是中国图书在世界各国图书馆的收藏数量。目前，加拿大图书馆总计 2.27 万间，美国图书馆总计 12.72 万间。其中 53 家大学或研究型图书馆拥有自己的东亚图书馆，中文文献馆藏总量达到 1061.7 万册(件)，且每年以 20 万册(件)的速度增加。北美地区图书馆的中文文献资源采购已经远远超过欧洲地区，北美地区成为除中国外世界范围内规模最大的中文图书收藏地区。

为积极响应国家“讲好中国故事，传播好中国声音”的号召，助力新闻出版走出去，让世界分享中国文化，江西高校出版社与加拿大图书馆中文出版物有限公司(**Chinese Publications for Canadian Libraries LTD.**，简称 CPCL)合作，于 2015 年 8 月在加拿大多伦多注册成立了江西出版传媒有限公司(加拿大)(**Jiangxi Publishing Media(Canada)LTD.**)。公司投资总额为 200 万人民币，江西高校出版社持有公司 51%股份。双方致力于把公司打造成北美图书馆中文出版发行中心。

CPCL 成立于 2011 年，是北美唯一为图书馆提供中文出版物的专业服务商及加拿大最大的连锁书店 Chapter & Indigo 的中文图书供货商。2014 年，CPCL 成功和万锦市(Markham)政府签订了 5 年合同，成为该市公共图书馆唯一指定的中文出版物服务商，该业务总额为 165 万加币(约 800 万人民币)。

江西出版传媒有限公司(加拿大)在北美发展规划如下：

1. 海外图书馆馆配业务。

通过和国内(包括香港、台湾地区)的图书批销商和出版机构合作，形成一条完整的海外图书馆中文出版物服务产业链。

2. 海外独立出版及发行业务。

通过海外组稿国内发行，国内组稿海外发行，及出版中英对照或全英文的纸质及电子出版物，实现海外自营出版和发行，扩大江西高校出版社的出版发行地域。

3. 版权贸易业务。

江西出版传媒有限公司（加拿大）利用地处海外及双语开展工作的优势，为江西高校出版社及国内其他出版机构进行双向版权贸易业务。

为确保以上规划顺利实现，我们将采取如下具体措施：

1. 请专业机构对海外出版市场进行调研，深入了解当地读者需求，使后续经营运作各环节真正切合当地市场，避免因市场信息不对称等导致决策盲目。

2. 购买或租赁办公场所，树立企业良好的国际形象，助力企业海外业务拓展。

3. 引进及培养熟悉国内外图书市场的出版专业人才、多媒体技术人才、项目运营管理人才，为公司运营提供人才保障。

4. 搭建“实物出版物”和“数字资源”北美图书馆中文出版物在线交易平台，建立完整的“跨境一站式图书馆馆配服务模式”。

5. 对在线交易平台上的大数据进行深入分析，为选题储备、图书出版及版权贸易提供数据支撑。

6. 积极参与国际各大展会及图书馆招投标会议，使公司业务逐渐覆盖北美大部分图书馆。

综上，江西高校出版社通过与 CPCL 合作，成立江西出版传媒有限公司（加拿大）。双方整合各自优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务，打造中华文化产品“走出去”北美地区桥头堡。

项目建设周期为三年，预计总投资为 6562.5 万人民币，计划申请财政拨款 3200 万元，其余自筹解决。

项目符合《新闻出版改革发展项目库2016年度项目申报指南》重点支持方向中第五条“出版‘走出去’”的要求，特申请进入项目库。

三、项目可行性研究报告摘要

1.项目内容

江西高校出版社历来重视出版“走出去”，已与十几个国家或地区建立了版权贸易合作关系。为积极响应国家“讲好中国故事，传播好中国声音”的号召，助力新闻出版走出去，让世界分享中国文化，江西高校出版社与 CPCL 合作，于 2015 年 8 月在加拿大多伦多注册成立了江西出版传媒有限公司（加拿大）。公司投资总额为 200 万人民币，江西高校出版社持有公司 51% 股份。双方致力于把公司打造成北美图书馆中文出版发行中心。

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江西出版传媒有限公司（加拿大）在北美发展规划如下：

1. 海外图书馆馆配业务。

通过和国内（包括香港、台湾地区）的图书批销商和出版机构合作，形成一条完整的海外图书馆中文出版物服务产业链。

2. 海外独立出版及发行业务。

通过海外组稿国内发行，国内组稿海外发行，及出版中英对照或全英文的纸质及电子出版物，江西高校出版社实现海外自营出版和发行，扩大本社的出版发行地域。

3. 版权贸易业务。

江西出版传媒有限公司（加拿大）利用地处海外及双语开展工作的优势，为江西高校出版社及国内其他出版机构进行双向版权贸易业务。

为确保以上规划顺利实现，我们将采取如下具体措施：

1. 请专业机构对海外出版市场进行调研，深入了解当地读者需求，使后续经营运作各环节真正切合当地市场，避免因市场信息不对称等导致决策盲目。

2. 购买或租赁办公场所，树立企业良好的国际形象，助力企业海外业务拓展。

3. 引进及培养熟悉国内外图书市场的出版专业人才、多媒体技术人才、项目运营管理人才，为公司运营提供人才保障。

4. 搭建“实物出版物”和“数字资源”北美图书馆中文出版物在线交易平台，建立完整的“跨境一站式图书馆馆配服务模式”。

5. 对在线交易平台上的大数据进行深入分析，为选题储备、图书出版及版权贸易提供数据支撑。

6. 积极参与国际各大展会及图书馆招投标会议，使公司业务逐渐覆盖北美大部分图书馆。

江西高校出版社通过与 CPCL 合作，成立江西出版传媒有限公司（加拿大）。双方整合各自优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务。通过走进数量庞大、分布广泛的北美图书馆，将江西出版传媒有限公司（加拿大）打造成中华文化产品“走出去”北美地区桥头堡。

2.项目可行性和必要性

2.1 项目可行性

江西高校出版社通过与CPCL合作，成立江西出版传媒有限公司（加拿大），可有效整合双方资源，形成合力，抵御出版“走出去”可能遇到的各种风险。

本项目建设单位是江西唯一的大学出版社，由江西省教育厅主管。江西高校出版社坚持“背靠大教育，实施集团化经营”改革发展思路，已形成较强出版综合实力，目前正通过深化改革、发展升级，朝着“深化改革，发展升级，建设省内一流、全国叫得响的出版传媒集团”目标迈进，建设本项目不仅符合江西高校出版社发展规划，也具备众多优势。江西高校出版社出版的政史类、幼儿类、青少年类图书具有一定的市场占有率和市场影响力。

本项目的合作单位 CPCL 是一家新兴出版企业，主要业务是为加拿大图书馆挑选和采购中文图书，DVD 及 CD 产品，并提供制作马克数据及上架前加工等全套服务。几年来，CPCL 的专业和业绩，在业内得到了认可，在加拿大多元文化政策的支持下，每年不断扩展业务。目前，CPCL 在加拿大图书馆服务商中，是唯一为图书馆提供全套华语内容服务，并和当地政府签订合同的公司。CPCL 除了进口中文图书及影视产品外，还组织策划各类中加文化交流活动，诸如出版、展会、文化节等文化项目。公司董事长曹强利先生与江西高校出版社合作多年，具有深厚的合作基础。

江西高校出版社与CPCL均具备比较完善的人力、物力资源，双方合作形成合力，将

有效降低投资风险，确保该项目的顺利推进。

2.2 项目必要性

在世界经济全球化的背景下，国际文化交流越来越密集。中国出版企业作为提升中国文化“软实力”的主力军，应该担起向世界传播中国文化的重任，积极把中国文化、中国精神，尤其是当代中国人民的生活面貌和各领域取得的优秀成果向世界传播开。让世界了解中国文化，感受中国文化的魅力，最终提升中国文化在全球范围的影响力，为中华民族全面复兴打好扎实基础。

文化“走出去”的重任对地方出版社来说，既是压力，也是动力。在海外直接注册成立公司，对江西高校出版社来说既是一种挑战，也是实现自主发展，直接进入国际出版市场的重要契机。

如何抓住机遇，迅速做大做强，有力崛起，是地方出版社迫切需要面对并解决的一大任务。面对业内不断加强的竞争与挑战，与了解国外图书市场、有销售渠道的国外出版公司合作，整合多方资源，走出一条共同投资、共同承担风险、共同分享市场、共同创立品牌的双赢道路，无疑能为实现中国文化大繁荣做出贡献。

3.项目实施条件

广阔的海外图书市场；极具竞争力的合作模式；在海外中文馆配市场占有一定市场份额且对目标市场具备敏锐眼光的国内外出版企业；高质量有特色的图书品种；畅通的销售渠道；满足办公需要的经营场所和相应配套硬件设施；20 人以上的图书出版、经营队伍，具备采编、经营、数字技术等相关经验的人才；CPCL 创始人均为原国内出版界精英，熟悉国内外出版市场；资金保障，以 3 年建设、培育期计算，总投资约 6562.5 万元；规范高效的采编管理制度和编务流程，科学灵活的经营管理机制；丰富的合作资源和出版发行资源。

4.项目计划和资金测算依据

项目拟分阶段逐步实施推进。

- ① 在国内成立专门对接海外业务的部门，组建项目组。
- ② 请专业机构进行海外图书市场调研，深入了解当地读者需求，使后续经营运作各

个环节真正切合当地市场需求，避免因市场信息不对称等导致决策盲目。

③ 购买或租赁办公场所，树立企业良好的国际形象，助力企业海外业务拓展。

④ 引进熟悉国内外图书市场的出版专业人才、多媒体技术人才、项目运营管理人才，对人员进行有针对性的培训，为公司正常运营提供人才保障。

⑤ 搭建“实物出版物”和“数字资源”北美图书馆中文出版物在线交易平台，建立完整的“跨境一站式图书馆馆配服务模式”。

⑥ 对在线交易平台上的大数据进行深入分析，为选题储备、图书出版及版权贸易提供数据支撑。

⑦ 积极参与各大国际相关展会及图书馆招投标会议，使公司业务逐渐覆盖北美大部分图书馆。

完成本项目上述一系列系统工程的建设，以 3 年建设、培育期计算，需要约 6562.5 万元的资金投入，其中办公场所租赁费 360 万元，办公设备购置费 409.5 万元，仓库租金 111 万元，人员薪酬 900 万元，人员培训费 40 万元，差旅费 193 万元，会议费 116 万元，市场调研费 88 万元，宣传推广费 183 万元，专家咨询费 98 万元，稿酬 540 万元，电子书制作费 135 万元，音像制作费 268 万元，翻译费 84 万元，纸张印刷费 697 万元，版权购买费 514 万元，出口贸易操作费 103 万元，电子平台开发维护费 943 万元，税收 780 万元。测算依据为全国同行业的基本薪酬标准、现行物价水平，以及建设本项目所需要达到的基本软硬件架构规模。

5.主要结论

为实现远大抱负，开创出版“走出去”的新局面，江西高校出版社通过与 CPCL 合作，成立江西出版传媒有限公司（加拿大），整合双方优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务，打造中华文化“走出去”北美地区桥头堡。本项目顺应我国《新闻出版业“十二五”时期发展规划》，符合《新闻出版改革发展项目库 2016 年度项目申报指南》“重点支持方向”中的第五条相关规定（1. 新闻出版“走出去”方面，新闻出版海外传播渠道建设。2. 新闻出版“走出去”产品制作、生产及对外推广。3. 新闻出版企业海外收购、投资设厂。4. 重大对外出版交流、合作活动。等等）。建设本项目具有必要性和可行性，且符合项目建设单位的发展战略规划，具备较扎实基础，能产生良好的社会效益和经济效益。

四、项目论证

1. 立项的背景、意义和必要性（含单位介绍）

世界经济全球化的背景下，国际文化交流越来越密集。中国出版企业作为提升中国文化“软实力”的主力军，应该担起向世界传播中国文化的重任。积极把中国文化、中国精神，尤其是当代中国人民的生活面貌和各领域取得的优秀成果传播、展示给世界。让世界了解中国文化，感受中国文化的魅力，最终提升中国文化在全球范围的影响力，为中华民族全面复兴做好扎实基础。

自出版“走出去”战略实施以来，我国出版业走向国际市场的步伐不断加快，成绩斐然。但是，我国出版业的“走出去”现状与我国的整体对外开放水准显然不相配，我国出版业在国际出版市场上的市场份额以及影响力与我国在当代世界格局中的政治经济地位也极不相称。当务之急，我们的战略要从传播数量增长转向质量提升，不仅做到“走出去”，还要走得更远，走进国外主流社会，真正做到扎根海外，让中国文化的传播更加深远。

本项目建设单位是江西唯一的大学出版社，由江西省教育厅主管。江西高校出版社坚持“背靠大教育，实施集团化经营”改革发展思路，已形成较强出版综合实力，目前正通过深化改革、发展升级，朝着“建设省内一流、全国叫得响的出版社”目标迈进，建设本项目不仅符合江西高校出版社发展规划，也具备众多优势。

江西高校出版社历来重视版权贸易，20 世纪 90 年代至 21 世纪初，已有图书实现版权输出，近年更是坚定实施“走出去”和“引进来”双向并举的战略，以版权贸易为突破口，大胆走出去，并通过引进优质出版资源促进自身发展，取得显著成效。1989 年建社开始的头二十年，江西高校出版社版权输出的总量不到 10 种，而从 2007 年至今，全社版权输出累计达 460 余种，继 2014 年版权输出 203 种之后，今年已实现版权输出 99 种，引进版权 200 余种，其中版权输出连续位居江西省各出版社首位，占据江西图书版权输出的半壁江山。同时，江西高校出版社已与十几个国家或地区建立了版权贸易合作关系。

为实现远大抱负，开创出版“走出去”的新局面，江西高校出版社通过与 CPCL 合作，成立江西出版传媒有限公司（加拿大），整合双方优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务，旨在实现跨区域出版发行、双向化版权贸易，打造中华文化“走出去”北美地区桥头堡，进一步

打造出版社的品牌影响力，为中华文化的积累与传播做出积极贡献。

2.国内外有关该项目的发展现状和发展趋势

2014 中国大陆出版机构入藏世界馆藏品种年增 20%，特别是一些出版大社、强社增长明显，中国大陆出版机构的馆藏国际影响力初步形成。这主要表现在，2014 年进入全球图书馆系统的总品种达到了 4.64 万种，比 2013 年的 3.76 万种净增加了 0.88 万种，总品种增长比例超过 20%。出版社比 2013 年的 516 家多了 5 家，达到 521 家。中国大陆出版机构的知识生产能力，在逐年提高。

近年来，海外公共图书馆需求旺盛，是 2014 年进入全球图书馆收藏系统品种大幅增长的主要原因。在海外，长期购买中文图书的最大机构用户，除了大学图书馆、学术型的东亚图书馆之外，公共图书馆成为另一增长点。

目前，在海外的华侨华人总体数量高达 5000 多万人，中国为加拿大最大的国际移民来源国，为美国第二大移民来源国。北美地区普通民众身边的公共图书馆不断增加对中文图书的采购预算，大陆出版的中文图书新品种大幅增加。

在入选中国图书世界馆藏影响力最大的 30 种中文图书的出版社中，作家出版社、湖南文艺出版社入选图书最多，分别有 5 种；人民文学出版社有 4 种上榜，天津人民出版社、百花洲文艺出版分别有 2 种上榜。这些显示了中国主流文学出版机构在世界图书馆系统所具有的品牌影响力。其中，由漓江出版社出版的《飘窗》在 2014 年全球图书馆馆藏影响力排名第 3，共入藏 57 家海外图书馆，其中北美地区达 35 家。

北美地区图书馆呈现出以下几个特点：第一，馆藏发展经费总体呈下降趋势，购买纸质书的经费相对减少，用于购买和维持电子文献的经费则相对增加；第二，北美的学术图书馆大都重视建立高质量、有特色的中文研究馆藏；第三，寻找节约成本的资源建设途径和手段，如要求“上架一条龙”服务、共享学科馆员等。

综上，江西高校出版社通过与 CPCL 合作，成立江西出版传媒有限公司（加拿大）。双方整合各自优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务。通过走进数量庞大、分布广泛的北美图书馆，将江西出版传媒有限公司（加拿大）打造成中华文化产品“走出去”北美地区桥头堡。

3.项目的现有基础及可行性分析（含项目现有的硬件基础、软件基础）

3.1 现有硬件基础：

江西高校出版社的自有办公大楼和租赁场地，可以为本项目提供必要的工作场所；购入了现代化出版设施，实现了办公自动化，建立了综合数据库，实现了文化创意、阅读平台、出版发行、编务流程、综合数据库的融合，确立了编辑队伍。

CPCL 建立了畅通的简体字和繁体字出版物进货渠道，是加拿大唯一为图书馆专业提供中文出版物的服务商。通过为公共图书馆提供全面服务，CPCL 建立了北美图书馆服务的专业系统，培训了一支掌握图书馆专业知识和技能的团队，为开拓北美图书馆馆配服务奠定了坚实的基础。

3.2 现有软件基础：

(1)项目承建单位的出版综合实力。江西高校出版社年出版图书 1000 余种，年销售总码洋 6.18 亿元，拥有纸质图书出版权、电子音像出版权、互联网出版权和“一报两刊”出版权。具有出版资金保障体系和人才培育机制，重大项目、重大选题奖励机制，版权登记、保护和运营数字化平台，运用商业条码、信用检索服务中心、专业数据库等工具，促进有关版权保护和交易。现有编印发和管理人员共 250 余名，其中，具有副高以上职称的 14 人，具备中级职称的有 48 人；设有 15 个部门和 8 个独资二级法人单位，出版传媒集团管理模式已显雏形。

(2)本项目合作方 CPCL 现有全职员工 10 余人，建立了专业的马克数据制作、上架前的加工等图书选购供应系统；有海外多年创业经验，熟悉北美公司运营流程及出版物市场，可双语开展工作；具有健全的专业人才培养机制。

(3)主管单位和宣传出版管理部门的重视支持。江西省教育厅和宣传出版管理部门对江西高校出版社的发展壮大一直给予高度重视，在政策、资源、管理上给予了大力扶持。

4.项目设计概述（含项目整体架构、项目标准设定、资源平台介绍等）

4.1 项目整体架构：

江西高校出版社通过与 CPCL 合作，成立江西出版传媒有限公司（加拿大）。双方整合各自优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务。通过走进数量庞大、分布广泛的北美图书馆，将江

西出版传媒有限公司（加拿大）打造成中华文化产品“走出去”北美地区桥头堡。

（1）在全国范围内挑选优秀纸质图书、电子出版物和音像、影视、动漫、音乐等文化产品，供应北美图书馆，并提供全方位配套服务。

（2）策划、出版一批能很好满足海外读者阅读喜好的中、英文出版物。

（3）发挥版贸桥梁作用，成为国内出版社及其他文化单位图书、音像、影视、动漫、音乐等的版权贸易平台。

4.2 项目标准设定：

（1）搭建北美图书馆中文出版物在线交易平台，满足公共图书馆、学校图书馆、学术图书馆、专业图书馆等采购商的需求，并提供全方位配套服务。

（2）出版并输出适合“走出去”本版图书百余种，包括小说类、社科类、少儿类及语言类教材的出版。

（3）翻译、出版及输出若干种既体现中国及中国文化，又广受北美地区读者欢迎的图书。

（3）制作及输出几十种音像类作品。

（4）实现北美图书馆供货码洋逐年增加。

（5）实现百余种图书、音像、影视、动漫、音乐的版权交易。

4.3 项目资源平台：

江西高校出版社与 CPCL 强强合作，整合双方优势资源，搭建北美图书馆中文出版物在线交易平台，开发外向型优秀出版物，为北美图书馆提供中文出版物及配套服务。

江西高校出版社建社以来，共出版各类图书 6800 余种，有 460 多种图书获得中宣部“五个一工程”奖、中华优秀出版物奖、中国图书奖、中国大学出版社图书奖优秀教材、学术专著奖等各种国家和省部级奖励，有 9 种 56 册图书列入国家新闻出版广电总局五年重点规划图书，有 34 种图书列入教育部普通高等教育五年规划教材，有 3 种 7 册图书列入卫生部“十一五”规划教材，有 5 种（套）图书入选国家新闻出版广电总局向全国青少年推荐的百种优秀图书目录，有 5 种（套）图书入选国家新闻出版广电总局“三个一百”原创图书出版工程。图书版权贸易逐年增多，累计输出 460 余种，仅 2014 年，原创图书版权贸易输出版权就达 203 种，居江西省出版社版权输出首位，创历史最高。2015 年已实现版权输出 99 种。

本项目的合作单位 CPCL 是一家新兴出版企业，主要业务包括为加拿大图书馆挑选和

采购中文图书，DVD及CD产品，并提供制作马克数据及上架前加工等全套工作。几年来，CPCL的专业和业绩，在业内得到了认可，在加拿大多元文化政策的支持下，每年不断扩展业务。目前，CPCL在加拿大图书馆服务商中，是唯一为图书馆提供全套华语内容服务，并和地方政府签订合同的公司。作为海外发展中国文化事业的公司，公司除了进口中文图书及影视产品外，还组织策划各类中加文化交流活动，诸如出版、展会、文化节等文化项目。

5.项目具体实施方案（项目如何实施，阶段性任务是什么，任务预期达到的效果如何）

（1）项目建设第一年，做好海外市场调研、公司资金注入、公司新址选址、人员招聘及培训、公司各项制度优化、图书采购及选题策划、宣传推广、国际性展会参展等工作。

（2）项目建设第二年，开发北美图书馆中文出版物在线交易平台并上线运营，购入一批中文出版物、音像、影视、动漫、音乐等实物及版权，与国内出版社建立长期稳定的馆配供货关系。对平台数据进行科学分析，出版一批适合“走出去”的本版精品出版物。

（3）项目建设第三年，扩大公司北美图书馆馆配市场份额，增加码洋销售量，逐步成为北美大部分图书馆的中文。出版一批“走出去”本版图书；北美图书馆中文出版物在线交易平台用户覆盖全国各大出版社及北美各大图书馆，实现订单在线“上架一条龙”服务。

项目三年建设期结束后，公司将步入发展快车道，将一如既往地致力于北美图书馆中文出版物在线交易平台的拓展及平台的运营，继续向北美市场供应优秀的体现中国文化的“走出去”的图书，提升江西高校出版社的品牌影响力。

五、项目工作量与时间进度

1.年度（月度）工作计划

2016 年 1~6 月：物色新的办公场地；参加 2016 年安大略图书馆协会展会；进行充分的市场调研、确定公司新址选址、进行人员招聘、公司管理及制度优化；在履行已有供货订单协议约定的选书购货义务的同时，积极参加各类图书馆馆配招投标会议，接洽、开发新的图书馆合作伙伴；完成已有订单的实物出口。

2016 年 7~12 月：对新的办公场地进行装修并投入使用；培训新入职员工；搭建“北美图书馆中文出版物在线交易平台”；策划并申报选题，组稿；购入一批中文出版物、音像、影视、动漫、音乐等实物及版权；完成已有订单的实物出口。

2017 年 1~12 月：参加 2017 年安大略图书馆协会展会及美国书展；第一批“走出去”本版图书正式出版；“北美图书馆中文出版物在线交易平台”正式上线运营；完成已有订单的实物出口。

2018 年 1~12 月：参加 2018 年安大略图书馆协会展会及美国书展；策划并召开“第一届北美图书馆中文出版物高峰论坛”；第二批“走出去”本版图书正式出版；“北美图书馆中文出版物在线交易平台”用户覆盖全国各大出版社及北美各大图书馆，实现订单在线“上架一条龙”服务；完成已有订单的实物出口。

2.项目组成员分工

邱少华：江西高校出版社法人代表、董事长、社长，项目建设总指挥，负责项目总体规划。

花传贵：江西高校出版社总经理、总编辑，项目建设副总指挥，负责项目总体规划论证。

舒平：江西高校出版社副总经理、副总编辑，项目建设副总指挥，负责项目总协调。

曹强利：加拿大图书馆中文出版物有限公司首席执行官，负责公司在北美地区的总体运营。

苏群：加拿大图书馆中文出版物有限公司首席运营官，负责公司在北美地区的具体

运营。

魏文清：江西高校出版社总编室主任，协助项目建设总指挥工作，为项目建设提供政策和信息咨询。

易建宏：江西高校出版社项目运营中心主任，具体负责项目的策划、组织与执行落实工作。

刘建梅：江西高校出版社编辑，项目组成员，协助易建宏组织策划、项目实施。

李露萍：江西高校出版社编辑，项目组成员，负责图书翻译工作的协调、安排。

谢四玲：江西高校出版社编辑，项目组成员，负责项目的宣传工作。

黄玉婷：江西高校出版社版贸专员，项目组成员，负责项目的贸易实务操作。

六、经费预算

序号	经费开支科目	金额(万元)	序号	经费开支科目	金额(万元)
1	办公场所	360	11	专家咨询	98
2	办公硬件设备	325	12	稿酬	540
3	办公软件	84.5	13	电子书制作	135
4	仓库租金	111	14	音像制作	268
5	人员薪酬	900	15	翻译	84
6	人员培训	40	16	纸张印刷	697
7	差旅费	193	17	版权购买费	514
8	会议费	116	18	贸易操作（外包）	103
9	市场调研	88	19	电子平台开发及运营维护（外包）	943
10	宣传推广	183	20	税收	780
年度经费预算			2016 年	2017 年	2018 年
			2260	2033	2269.5
合计			6562.5		

经费预算明细：

经费开支科目	金 额（万元）			计算标准
	2016 年	2017 年	2018 年	
办公场所	120	120	120	使用面积 300 m ² ，租赁费 10 万元/月
办公硬件设备	250	35	40	第一年，办公场所装修，购置办公用品，包括办公用车；第二、三年更新维护费
办公软件	75	5	4.5	包括图书系统软件、数据库分析软件
仓库租金	37	37	37	1000 m ² ×30 元/m ² ·月×12 月
人员薪酬	300	300	300	加方人员平均年薪 20 万元/人×10 人；中方人员平均年薪 10 万元/人×10 人
人员培训	20	10	10	
差旅费	65	60	68	
会议费	25	36	55	
市场调研	26	33	29	
宣传推广	67	52	64	
专家咨询	58	17	23	
稿酬	0	285	255	150 元/千字×300 千字×120 个品种
电子书制作	32	46	57	
音像制作	69	98	101	发行 50 种音像制品，每种发行 1 万张
翻译	5	40	39	120 元/千字×350 千字×20 个品种
纸张印刷	67	285	345	出版中文图书 120 种，印数为每种图书 5000 册
版权购买费	153	174	187	
贸易操作（外包）	25	36	42	
电子平台开发及运营维护（外包）	680	138	125	
税收	186	226	368	
总计	2260	2033	2269.5	

1. 预期社会效益

(1) 向北美图书市场输出中国高质量有特色的出版产品，传播优秀中华文化，提升中国文化影响力。

(2) 通过自主策划、出版、推广适合“走出去”的出版物，提升出版社的出版能力，提高出版社的品牌影响力。

(3) 整合双方优势，探索新的发展模式，熟悉跨国企业运营模式，实现出版社的转型升级。

(4) 增强市场调研能力、图书策划能力、市场推广能力、渠道建设能力、科学高效的管理能力，为以后独立自主运作大项目积累丰富的有益的经验 and 资源。

2. 预期经济效益（该项目顺利实施后达到的规模，预期收回成本的时间、预期盈利时间、项目在五年规划中所能达到的总体收入水平）

(1) 初期经济预测（1~3 年）

计划出版约百种中文图书、英文图书、音像制品及电子出版物，图书馆馆配收入及版权交易收入总计为 600 万元上下。

(2) 中期效益预测（4~5 年）

在初期效益的基础上，每年递增，则 5 年后销售总收入约为 2000 万元。预计第 5 年可收回成本。

(3) 远期的经济效益（6~10 年）

这期间，市场得到充分开拓，业务得到拓展，企业影响力增强。如前，每年递增，则 10 年后销售总收入超过 6000 万元。预计第 6 年开始盈利。

3. 风险分析（对该项目实施过程当中所遇到的风险做出前置性评估）

(1) 合作风险。合作双方的通力合作是项目成功的关键。合作双方要志存高远，克服种种困难，保证沟通顺畅。

(2) 市场风险。前期的市场调研十分重要，必须确保对每种图书的读者定位、内容定位等提前进行周密的论证并有效地实施。如果前提论证工作不周密、执行过程不到位，均将影响该项目的完成周期、完成质量及最终的盈利状况。

(3) 翻译风险。全国能胜任出版产业需要的大社科类翻译不足 200 人，翻译图书成本高。翻译人才决定了翻译图书的品质，决定国外读者是否能顺畅地接受我们的产品。如果翻译不过关，销售利润将难以保障。

(4) 汇率风险。近年来人民币汇率持续升值，加之因西方强国政治、经济等因素的影响导致国际汇率市场不稳定。如果不能有效地规避汇率波动带来的损失，将影响最终的盈利状况。

(5) 电子平台运营风险。由于东西方文化差异，平台的开发、运营必须充分考虑到北美用户的操作习惯。而平台的数据分析，定期维护，更新升级，也将影响用户的使用率和最终的购买量。

(6) 国家环境风险。中国对外投资的快速增长，引发了国际社会的普遍关注。各国部分地出于对中国对外投资的疑虑，纷纷调整了有关政策，加紧了对外国投资的审查和监管。这给中国的对外投资带来了一定的困扰。

新闻出版改革与发展

八、专家推荐意见

推荐人应认真负责地介绍项目负责单位和参加者的专业水平、技术实力、资金实力和实施方案，并说明该项目取得预期成果的可能性。如无推荐人，本栏目不填。

第一推荐人姓名、专业、职务、研究专长、工作单位。

姓名：郝振省

专业：马克思主义哲学

职务：中国编辑学会会长、北京印刷学院数字出版与传媒研究院院长、上海交大出版传媒研究院院长

研究专长：出版理论与管理

工作单位：中国新闻出版研究院

本项目报告思路清晰，材料充分，实施基础扎实。在国家出版“走出去”历经十余年发展的今天，力求突破和转型，为优秀中华文化走入西方主流社会拓宽了道路。江西高校出版社通过与加拿大图书馆中文出版物有限公司合作，成立江西出版传媒有限公司（加拿大），整合双方优势资源，切合目标市场特点，利用与时俱进的渠道平台输出高品质、有特色的出版产品。项目的顺利实施，不仅为地方出版社的转型升级做出积极探索，而且为中国出版企业“走出去”提供良好的范本。

第二推荐人姓名、专业、职务、研究专长、工作单位。

姓名：周榕芳

专业：中文

职务：江西省版协副主席、江西省编辑学会会长、《江西省志·出版志》主编

研究专长：出版理论与实践

工作单位：江西省出版集团公司

本项目切合国家出版“走出去”战略，将北美图书馆作为目标市场，致力于传播优秀的中华文化，为东西方文化交流做积极贡献。江西高校出版社在项目启动之初对目标市场进行了深入细微的调研，对合作模式和发展方向进行了细致全面的商讨，为项目开展提供了清晰的思路和准确的定位。项目本身无论是对出版社还是对整个江西出版界而言都具有重大的战略意义，在打响出版社品牌的同时，将有力推动中国文化走出去。

注：推荐人姓名需本人签字

九、中央各部门、各单位新闻出版单位上级主管部门审核意见

- 1.中央各部门、各单位新闻出版单位项目填报此项。
- 2.须明示是否同意申报新闻出版广电总局新闻出版改革发展项目库，并说明理由。
- 3.须在纸质申报材料上加盖审核单位（厅局）公章。
- 4.中央出版（传媒）集团公司所属单位申报项目，须由集团统一申报，并在纸质申报材料上加盖集团公章。

单位公章

年 月 日

十、解放军系统新闻出版单位上级主管部门审核意见

- 1.解放军系统新闻出版单位的项目填报此项。
- 2.须明示是否同意申报新闻出版广电总局新闻出版改革发展项目库，并说明理由。
- 3.由解放军总政治部宣传部新闻出版局审核并填写，须在纸质申报材料上加盖公章。

单位公章

年 月 日

十一、各省、自治区、直辖市、新疆生产建设兵团新闻出版行政主管部门审核意见

- 1.除中央各部门、各单位新闻出版单位以及解放军系统新闻出版单位的项目外，均填报此项。
- 2.须明示是否同意申报新闻出版广电总局新闻出版改革发展项目库，并说明理由。
- 3.须在纸质申报材料上加盖审核单位公章。
- 4.各地方出版（传媒）集团公司所属单位申报项目，须由集团统一申报，在纸质申报材料上加盖集团公章。

单位公章

年 月 日

十二、附件（项目申报指南要求提供的证明文件）

1. 江西高校出版社有限责任公司 2014 年度年检的企业法人营业执照副本；
2. 法人代表邱少华同志居民身份证；
3. 江西高校出版社有限责任公司税务登记证；
4. 江西高校出版社有限责任公司申报前近两个月的缴税付款凭证；
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新闻出版改革发展规划



MARKHAM PUBLIC LIBRARY

September 21, 2015

Mr. Frank Cao, Director
Chinese Publications for Canadian Libraries Ltd.
716 Gordon Baker Rd., Unit 105
Toronto, ON. M2H 3B4

Dear Mr. Cao,

Re: 285-R-13: Markham Public Library Material & Processing Services

Thank you for attending a meeting with the Markham Public Library and the City of Markham on Sept. 15, 2015.

This meeting was a follow-up to a letter sent to you on August 17, 2015 which identified performance related issues. This letter serves as notice that Chinese Publications for Canadian Libraries Ltd. ("CPCL") has failed to comply with the terms and conditions of contract 285-R-13 for Material & Processing Services.

The Markham Public Library has serious concerns with the level of service that CPCL has provided to date. As outlined in our meeting, CPCL has not been able to fulfill the expenditure strategy and plan, there have been numerous cataloguing / processing errors and invoices do not reflect contract prices.

On the September 15th meeting we had a frank discussion about CPCL's poor fulfillment rates and failure to deliver per the branch profiles provided to CPCL. The Markham Public Library has received too many materials in Simplified Chinese format and insufficient numbers in the Traditional Chinese format, which is the most popular format in the City of Markham. Furthermore, pricing on invoices received in 2015 do not reflect contract pricing.

This is a formal written notice requesting that CPCL rectify this situation immediately and carries out the following;

1. Ensure that pricing for all of 2015 is commensurate with the contract.
2. Credit all over-charges that may have been paid, year-to-date.
3. Meet the delivery targets per the schedule below;

CPCL Delivery Targets – Remainder of 2015:

Markham Public Library expects that CPCL will adhere to the following delivery schedule between now and the end of November 2015 (please see next page):

Administration Centre
6031 Highway 7
Markham, ON L3P 3A7
T: 905. 513.7977
F: 905. 471.6015

Branches

Angus Glen Branch
3990 Major Mackenzie Drive E.
Markham, ON L6C 1P8

Cornell Branch
3201 Bur Oak Avenue
Markham, ON L6B 0T2

Markham Village Branch
6031 Highway 7
Markham, ON L3P 3A7

Milliken Mills Branch
7600 Kennedy Road
Markham, ON L3R 9S5

Thornhill Community Centre Branch
7755 Bayview Avenue
Thornhill, ON L3T 4P1

Thornhill Village Branch
10 Colborne Street
Thornhill, ON L3T 1Z6

Unionville Branch
15 Library Lane
Unionville, ON L3R 5C4



MARKHAM PUBLIC LIBRARY

Print:			
	Unit	Required	Total
Deadline	Cost *	Units	Cost *
30-Sep-15	\$ 8.26	2,083	\$ 17,205.58
31-Oct-15	\$ 8.26	2,531	\$ 20,906.06
30-Nov-15	\$ 8.26	2,531	\$ 20,906.06
TOTAL		7,145	\$ 59,017.70
CDs:			
	Unit	Required	Total
Deadline	Cost *	Units	Cost *
30-Sep-15	\$ 3.90	33	\$ 128.70
31-Oct-15	\$ 3.90	33	\$ 128.70
30-Nov-15	\$ 3.90	33	\$ 128.70
TOTAL		99	\$ 386.10
DVDs:			
	Unit	Required	Total
Deadline	Cost *	Units	Cost *
30-Sep-15	\$ 19.20	1,431	\$ 27,475.20
31-Oct-15	\$ 19.20	1,431	\$ 27,475.20
30-Nov-15	\$ 19.20	1,431	\$ 27,475.20
TOTAL		4,293	\$ 82,425.60
TOTAL COST SUMMARY:			
30-Sep-15			\$ 44,809.48
31-Oct-15			\$ 48,509.96
30-Nov-15			\$ 48,509.96
TOTAL			\$ 141,829.40

* Costs are based on the "Discounted Price Subtotal" figures per the Bid Form, and do not include costs for MARC, Processing, Shipping, etc.

The above schedule equates roughly to the following weekly targets (see next page):

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MARKHAM PUBLIC LIBRARY

WEEKLY TARGETS:			
Date	Print	CDs	DVDs
17-Sep-15	1,042		715
24-Sep-15	1,042	33	716
1-Oct-15	506		286
8-Oct-15	506	33	286
15-Oct-15	506		286
22-Oct-15	506		286
29-Oct-15	506		286
5-Nov-15	633	33	358
12-Nov-15	633		358
19-Nov-15	633		358
26-Nov-15	632		358
TOTAL	7,145	99	4,293

Please remember to follow the selection profiles for quantities and publication date of items. Also, due to incorrect branch allocations at the beginning of the year, there should be **no further items assigned to Cornell Branch**. There should also be fewer items assigned to **Markham Village and Thornhill Community Centre Branches**.

As we have a discrepancy in the catalogue regarding the quantities of Simplified vs. Traditional, please adhere to these further guidelines:

SIMPLIFIED:			
Month	Print	CDs	DVDs
September	573	-	716
October	633	-	716
November	633	-	716
TOTAL	1,839	-	2,148
TRADITIONAL:			
Month	Print	CDs	DVDs
September	1,721	33	715
October	1,898	33	715
November	1,687	33	715
TOTAL	5,306	99	2,145

**MARKHAM PUBLIC LIBRARY**

With respect to DVDs, should you have difficulty achieving the above targets, we would be willing to discuss with you the currency requirements within the branch profiles. However, you are required to achieve the numerical targets for all formats as outlined in the foregoing.

Please be advised that as per Section 17.3 of the City of Markham's General Terms and Conditions, Part III, the City "reserves the right, in its sole discretion, to terminate the Contract in whole or in part, without cause, upon providing thirty (30) days prior notice to the Contractor."

This matter requires your immediate attention. Please respond to this letter in writing by Tuesday September 22, 2015 and indicate whether your company will be able to comply with these requirements within the required time. If you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'LP', with a long horizontal flourish extending to the right.

Larry Pogue
Director, Administration
Markham Public Library
6031 Highway 7
Markham, ON L3P 3A7
T: 905.305.5986
F: 905.471.6015
lpogue@markham.library.on.ca

cc. Michelle Sawh, Acting Director, Service Excellence
Verna Gilchrist, Manager, Technical Services & C3 Support
Tony Casale, Senior Construction Buyer

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THE CORPORATION OF THE CITY OF MARKHAM
 285-R-13: Markham Public Library Material and Processing Services
 Addendum # 2

11

BID FORM – CONTINUED

For each category being bid upon the bidder must provide:

- ☐ Average cost of item
- ☐ Discounted Price
- ☐ MARC record cost
- ☐ Unit processing cost
- ☐ Linking Cost
- ☐ Subtotal MARC, Process and Linking Costs
- ☐ Unit Selection Cost
- ☐ Unit Shipping Cost
- ☐ Other Costs
- ☐ Subtotal Selection, Shipping & Other Charges
- ☐ Total Cost (Excl. of HST)

SECTION A: MULTILINGUAL MATERIALS – CHINESE: Current seven (7) branches

Category	Est. # units	Estimated Average List Price	Discounted Price Sub Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC Process & Linking Costs	Unit Selection Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Shipping & Other Charges	Total Cost (Excl. of HST)
Chinese – Print (Simplified & Traditional)	12,750	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Chinese – CDs	375	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Chinese - DVDs	5,510	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BID PRICE SECTION 'A' MULTILINGUAL MATERIALS CHINESE: (EXCL. OF HST)											\$	

Legal Company Name

Print Name

Authorized Signing Representative's Signature

THE CORPORATION OF THE CITY OF MARKHAM
 285-R-13: Markham Public Library Material and Processing Services
 Addendum # 2

BID FORM – CONTINUED

For each category being bid upon the bidder must provide:

- o Average cost of item
- o Discounted Price
- o MARC record cost
- o Unit processing cost
- o Linking Cost
- o Subtotal MARC, Process and Linking Costs
- o Unit Selection Cost
- o Unit Shipping Cost
- o Other Costs
- o Subtotal Selection, Shipping & Other Charges
- o Total Cost (Excl. of HST)

SECTION A: MULTILINGUAL MATERIALS – CHINESE: Current seven (7) branches

Category	Est. # units	Estimated Average List Price	Discounted Price Sub-Total	Unit cost for MARC record	Unit Process Cost	Unit Linking cost	Subtotal MARC, Process & Linking Costs	Unit Selection Cost	Unit Shipping Cost	Other Costs	Subtotal Selection, Shipping & Other Charges	Total Cost (Excl. of HST)
Chinese – Print (Simplified & Traditional)	12,750	\$ 11.80	\$ 8.26	\$ 1.10	\$ 3.60	\$ 0.40	\$ 5.10	\$ 0.30	\$ 0.30	\$ 0	\$ 0.60	\$ 13.96
Chinese – CDs	375	\$ 6.00	\$ 3.90	\$ 1.10	\$ 3.20	\$ 0.40	\$ 4.70	\$ 0.15	\$ 0.15	\$ 0	\$ 0.30	\$ 8.90
Chinese - DVDs	5,510	\$ 25.60	\$ 19.20	\$ 1.50	\$ 4.00	\$ 0.40	\$ 5.90	\$ 0.30	\$ 0.40	\$ 0	\$ 0.70	\$ 25.80
BID PRICE SECTION 'A' MULTILINGUAL MATERIALS CHINESE: (EXCL. OF HST)											\$ 323,485.50	

Chinese Publications of Canadian Libraries Ltd

Qiangli Cao



Legal Company Name

Print Name

Authorized Signing Representative's Signature

Subject **RE: CPCL Invoice(100201)**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>, Lau, Samantha <slau@markham.library.on.ca>
 Cc Feng, Suliang <SFeng@markham.library.on.ca>, su@ccbooks.ca <su@ccbooks.ca>, Pogue, Larry <lpogue@markham.library.on.ca>, Chan, Polly <pochan@markham.library.on.ca>
 Date 2014-11-10 14:14



Hi Frank

Thanks for your patience while we reviewed this issue.

Larry Pogue, our Director of Administration, has reviewed the bid document and the RFP and interprets the language around MARC records as follows:

"Charges for MARC records should be made on the basis of unique titles rather than copies." This means that we are expecting to be charged the cost of only one MARC record per title, whether there is one item or 10 items.

Sam has indicated how the charges should be reflected and itemized from your recent invoice in her email below. As well, this is our expectation for future invoices.

I hope you are able to arrange for a revised invoice before you leave for China this week. Payment may be delayed while we await the revision.

Thanks,
 Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: November 6, 2014 10:22 AM
 To: Lau, Samantha
 Cc: Gilchrist, Verna; Feng, Suliang; su@ccbooks.ca
 Subject: RE: CPCL Invoice(100201)

Hi Sam,

Su asked me how to deal with the problems you point out in our invoice.

There must be some misunderstanding on it. I have been considering we calculate cataloguing and processing based on items not titles. I checked my respond to bidding document, 285-R-13. We are asked to provide average cost of items in the BID FORM at page 5 (see attached) and so I give the prices according to the items. If I have a wrong comprehension, please let me know. I would like to do according to the document itself, not my comprehension.

Thank you very much.

On 2014-11-03 13:11, Lau, Samantha wrote:

Hi Su,

According to the contract, unit cost for marc record is \$1.50 and unit process cost & unit linking cost is \$4.40 for DVDs.

On invoice 100201, we received 24 titles which is equal to 24 marc records. Therefore, the cost for Marc records = \$1.50 X 24 titles = \$36

and the cost for processing = \$4.40 X 57 items = 250.80.

The total of "marc records & processing charges" should be \$286.80 instead of \$336.30.

I also notice there is \$0.07 difference on the total of Audio Visual. This is most likely the result of the rounding function on excel. If you use a calculator to add up Total col. you will get \$1626.23 instead of \$1626.16.

Please send me revised invoice and feel free to contact me if you have any questions.

Best regards,

Samantha Lau, Senior Acquisitions Assistant

Markham Public Library, Technical Services

6031 Highway # 7

Markham, ON L3P 3A7

Tel.: 905-513-7977 ext. 2571

Fax: 905-471-6015

Email: slau@markham.library.on.ca

www.markhampubliclibrary.ca

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-----Original Message-----

From: Su Qun [mailto:su@ccbooks.ca]

Sent: October 30, 2014 4:15 PM

To: Lau, Samantha; Gilchrist, Verna

Cc: Cao

Subject: CPCL Invoice(100201)

Hi Sam,

Here is the invoice. Any issues let me know.

Thanks,

Su Qun

C00

Chinese Publications for Canadian Libraries Ltd.

105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4

Tel: 416-800-5169

E-mail: su@ccbooks.ca

www.ccbooks.ca [1]

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Links:

[1] <http://www.ccbooks.ca>

Frank Cao

CEO

2019/9/3

Roundcube Webmail :: RE: CPCL Invoice(100201)

Page 391

Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
www.ccbooks.ca

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Subject **RE: CPCL Invoice(100201)**
From Frank Cao <cao@ccbooks.ca>
To Gilchrist, Verna <vgilchrist@markham.library.on.ca>
Lau, Samantha <slau@markham.library.on.ca>, Feng, Suliang
<SFeng@markham.library.on.ca>, <su@ccbooks.ca>, Pogue, Larry
Cc <lpogue@markham.library.on.ca>, Chan, Polly
<pochan@markham.library.on.ca>
Date 2014-11-12 05:35



Good morning Verna,

Thanks for your review and clarification on the issue. This happens out of my expectation, and I need a little time for reaction. I am very sorry for the delay reply.

I understand the situation, and no problem, just carry out the title charge policy. Ms Su will send back the revised invoice this morning.

Please believe that I have never thought of taking the advantage to charge more by ways of items. Yes, I had read the "Charges for MARC records should be made on the basis of unique titles rather than copies." in the bid document. But it does reflect on the price forms I was asked to complete. It was limited and I had to give the prices according to the items. I had thought you must find it easier for you to evaluate my quoted prices and manage your budget according to item price. The same I have managed my budget all according to items. I had calculated that your biggest copy numbers for one title are six. So I gave the price \$1.10 for each item of prints and 1.50 for each item of DVDs, planning to charge \$3.30 - \$6.60 and \$4.5 - \$9 for each title of products. All our records are original and these are very low prices whether I do in Canada or in China.

Anyhow it is my fault, and I should have questioned about it earlier.

As you know I will be away for a week. Is it possible I go to the library to meet you, and just share me 15 minutes, anytime these two days? I have some suggestions on our selections.

On 2014-11-10 14:14, Gilchrist, Verna wrote:

Hi Frank

Thanks for your patience while we reviewed this issue.

Larry Pogue, our Director of Administration, has reviewed the bid document and the RFP and interprets the language around MARC records as follows:

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Sam has indicated how the charges should be reflected and itemized from your recent invoice in her email below. As well, this is our expectation for future invoices.

I hope you are able to arrange for a revised invoice before you leave for China this week. Payment may be delayed while we await the revision.

Thanks,
Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: November 6, 2014 10:22 AM
To: Lau, Samantha
Cc: Gilchrist, Verna; Feng, Suliang; su@ccbooks.ca
Subject: RE: CPCL Invoice(100201)

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There must be some misunderstanding on it. I have been considering we calculate cataloguing and processing based on items not titles. I checked my respond to bidding document, 285-R-13. We are asked to provide average cost of items in the BID FORM at page 5 (see attached) and so I give the prices according to the items. If I have a wrong comprehension, please let me know. I would like to do according to the document itself, not my comprehension.

Thank you very much.

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-----Original Message-----

From: Su Qun [mailto:su@ccbooks.ca]
Sent: October 30, 2014 4:15 PM
To: Lau, Samantha; Gilchrist, Verna
Cc: Cao
Subject: CPCL Invoice(100201)

Hi Sam,

Here is the invoice. Any issues let me know.

Thanks,

--

Su Qun

C00

Chinese Publications for Canadian Libraries Ltd.

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Tel: 416-800-5169

E-mail: su@ccbooks.ca

www.ccbooks.ca [1]

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Links:

[1] <http://www.ccbooks.ca>

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Frank Cao

CEO

Chinese Publications for Canadian Libraries Ltd.

105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4

Tel: 416-800-5169 / 647-887-8767

E-mail: cao@ccbooks.ca

www.ccbooks.ca

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Frank Cao

CEO

Chinese Publications for Canadian Libraries Ltd.

105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4

Tel: 416-800-5169 / 647-887-8767

E-mail: cao@ccbooks.ca

www.ccbooks.ca

Subject **RE: Shipment this week -- Nov.25, 2014 -- from CPCL**

From Feng, Suliang <SFeng@markham.library.on.ca>

To Frank Cao <cao@ccbooks.ca>, Linda Xia <linda@ccbooks.ca>

Cc Sutherland, Nikki <NSutherland@markham.library.on.ca>, su@ccbooks.ca <su@ccbooks.ca>, Barclay, Penny <pbarclay@markham.library.on.ca>, Gilchrist, Verna <vgilchrist@markham.library.on.ca>

Date 2014-11-29 09:59



This is not a mistake from Linda since we never requested this formally until now. Nikki has been helping in adding the 856 filed information so all the CPCL book jackets can be displayed properly. We feel that adding 856 information should not be part of Nikki's job, it is part of cataloguing process and should be covered by CPCL. I did talk with Frank Cao via phone in the week of November 10th, and he agreed to carry out this process without problem. If it is needed, we can talk again in person, but I would like to suggest Verna to issue an e-mail to Frank Cao as a formal request so this will be part of MPL requirements in the future and CPCL will have a record in its file to follow-up accordingly.

Thanks,

Suliang Feng

From: Frank Cao [cao@ccbooks.ca]

Sent: November 28, 2014 12:36 PM

To: Linda Xia

Cc: Sutherland, Nikki; su@ccbooks.ca; Feng, Suliang; Barclay, Penny; Gilchrist, Verna

Subject: RE: Shipment this week -- Nov.25, 2014 -- from CPCL

Hi everybody here,

Mr Feng ever discussed it with me, but the issue has not been followed up. This should be no problem. Let us talk about it when we meet.

Frank

On 2014-11-28 09:37, Linda Xia wrote:

Good morning Nikki,

As I know, CPCL never been told to insert 856 into Marc records, I have noticed Frank (CEO) of the issue.

For position errors, I check our Cataloging system again, it does not show anything wrong, but I noticed the problem after I export records out of our system. I did some correction and attached two corrected records, see if you can load them into your system. If the two records can be loaded into your system, I will correct the rest of records the same way asap.

Best,

Linda

On 2014-11-28 09:01, Sutherland, Nikki wrote:

Hi Linda,

We cannot load these records as there are errors (outlined in the attached file).

Also, I can't remember if we have discussed this or not, but in order for us to have the cover images display on our catalogue, we need to have a corresponding entry for the 856 tag in the MARC records that has the URL of where the image lives on the web. The 856 entry for the titles will be the same, except for the filename, since image files are named with the ISBN/UPC of the item.

Exhibit 25

Error List of Cataloguing(After August, 2015)

Email Date	Delivery Date	Invoice No.	Titles	Items	Description	Record No.	Error Titles	Error Items	Error Category	
Aug. 20	Aug. 20	200119	47	188	949 m -- Wrong library branch code: MMM	record 41	1	1	1	
					880 Invalid indicators "10\"	record 11	1	4	1	
Sep. 11	Sep. 10	200124	70	280	949 i -- Bad item id: 3328702193	record 27	1	1	1	
Oct. 02	Oct. 01	200130	77	307	949 i -- Bad item id: 33287019	record 18	1	1	1	
Oct. 13	Oct. 08	200221	50	204	949 m -- Wrong library branch code	record 33	1	1	1	
					880-246 h -- Missing [videorecording (I	record 35	1	4	1	
Oct. 30	Oct. 01	200130	77	307	856 bad link		77	307	1	same error
Oct. 30	Oct. 08	200222	17	68	856 bad link	record 15	1	4		
					856 bad link	record 16	1	4		
					856 bad link	record 17	1	4		
Nov. 10	Nov. 05	200135	72	280	949 m -- Wrong library branch code: C	record 12	1	1	1	
					949 m -- Wrong library branch code: T	record 59	1	1	1	
Nov. 10	Nov. 05	200227	27	108	cover discrepancy				1	
Nov. 13	Nov. 12	200228	37	148	546/710	record 30	1	4	1	same error
					546/710	record 31	1	4		
					546/710	record 32	1	4		
					546/710	record 33	1	4		
Nov. 20	Nov. 19	200229	8	32	880-246 h -- Missing [videorecording (I	record 24	1	4	1	
Dec. 18	Dec. 17	200147	71	166	949 i -- Bad item id: 33289122030054	record 3	1	1	1	
					949 i -- Bad item id: 33289022030476	record 14	1	1	1	
Dec. 18	Dec. 17	200236	31	115	856 bad link	record 4				no error
					856 bad link	record 5				
Dec. 18	Dec. 17	200237	43	124	856 bad link					
Jan. 05	Dec. 24	200241	21	84	949 x -- Wrong item category 1: CHINESE	record 19	1	4	1	
Jan. 05	Dec. 24	200240	17	65	546/710					no error
Error Total							96	359	15	

Note:Total Titles are 2181,total items are 8392

Recent Errors in CPCL Records

Message 178 of 630



From: Sutherland, Nikki <NSutherland@markham.library.on.ca>
To: lang@ccbooks.ca <lang@ccbooks.ca>
Cc: Gilchrist, Verna <vgilchrist@markham.library.on.ca> , Oosterhof, Hilary <hoosterh@markham.library.on.ca> ,
Lau, Samantha <slau@markham.library.on.ca> , Bailie, Anthea <ABailie@markham.library.on.ca> ,
Feng, Suliang <SFeng@markham.library.on.ca> , Cao <cao@ccbooks.ca>
Date: 2015-10-30 13:55

Hi Lang,

I have discovered errors in files that you have previously sent us for invoices 200104, 200130 and 200222. The error is the same in all files, it is an extra "/" in the URL in the 856 tag, which is causing the images not load for these titles.

For example, the URL

<http://938.photobucket.com/albums/ad230/mp15/CPCL1/9787020105571.jpg>

should be

<http://938.photobucket.com/albums/ad230/mp15/CPCL1/9787020105571.jpg>

I have corrected these errors in our catalog, but you need to correct the URLs for the following titles in your records.

You don't need to send new records.

77 titles, but the same category.

74

RE: CPCL--invoices 200236 and 200237

Message 28 of 118



From: Shaw, Benjamin
To: lang@ccbooks.ca
Cc: Gilchrist, Verna, Lau, Samantha, Feng, Suliang
Date: 2015-12-18 11:08

Mello.

Invoice 200236 had 2 errors:

Record 4

856 | Subfield u -- bad link: 9787883751908 -- <http://i938.photobucket.com/albums/ad230/mp15/CPCL1/97878837519081.jpg> -- 97878837519081

Record 5

856 | Subfield u -- bad link: -- <http://i938.photobucket.com/albums/ad230/mp15/CPCL1/97878837519082.jpg> -- 97878837519082

Invoice 200236 had 32 errors:

Record 2

856 | Subfield u -- bad link: 4712646433147 -- <http://i938.photobucket.com/albums/ad230/mp15/CPCL1/47126464331471.jpg> -- 47126464331471

Record 3

856 | Subfield u -- bad link: -- <http://i938.photobucket.com/albums/ad230/mp15/CPCL1/47126464331472.jpg> -- 47126464331472

Record 4

856 | Subfield u -- bad link: 4714304845392 -- <http://i938.photobucket.com/albums/ad230/mp15/CPCL1/47143048453921.jpg> -- 47143048453921

Record 5

856 | Subfield u -- bad link: -- <http://i938.photobucket.com/albums/ad230/mp15/CPCL1/47143048453922.jpg> -- 47143048453922

RE: CPCL--invoices 200236 and 200237

Message 25 of 177



From: lang@ccbooks.ca
To: Shaw, Benjamin
Date: 2015-12-21 09:02

Hello Ben Shaw,

The errors about invoice 200237 and 200236. We checked and couldn't find the errors.

There seem one more number than a normal ISBN numbers in these links.

That is because there are one ISBN with several titles.

We put a number at the end of the ISBN number.

Would you please try to link again? If it still doesn't work let us know.

Thank you very much.

Lang

CPCL

These are not our errors



September 23, 2015

To Mr. Larry Pogue
 Director, Ministration
 Markham Public Library

Dear Mr. Larry.

We agree with your requirements in your letter generally. I list some key points you stress, and the change suggestions I put forward below.

1. We understand and agree with the bid prices as you have listed here:

Print:			
	Unit	Required	Total
Deadline	Cost *	Units	Cost *
30-Sep-15	\$ 8.26	2,083	\$ 17,205.58
31-Oct-15	\$ 8.26	2,531	\$ 20,906.06
30-Nov-15	\$ 8.26	2,531	\$ 20,906.06
TOTAL		7,145	\$ 59,017.70
CDs:			
	Unit	Required	Total
Deadline	Cost *	Units	Cost *
30-Sep-15	\$ 3.90	33	\$ 128.70
31-Oct-15	\$ 3.90	33	\$ 128.70
30-Nov-15	\$ 3.90	33	\$ 128.70
TOTAL		99	\$ 386.10
DVDs:			
	Unit	Required	Total
Deadline	Cost *	Units	Cost *
30-Sep-15	\$ 19.20	1,431	\$ 27,475.20
31-Oct-15	\$ 19.20	1,431	\$ 27,475.20
30-Nov-15	\$ 19.20	1,431	\$ 27,475.20
TOTAL		4,293	\$ 82,425.60
TOTAL COST SUMMARY:			
30-Sep-15			\$ 44,809.48
31-Oct-15			\$ 48,509.96
30-Nov-15			\$ 48,509.96
TOTAL			\$ 141,829.40

2. Considering that we have ordered the materials by the prices we charge before, and that any change may



cause the insufficient use of the budget, we suggest library accept our scheduled price mode. We will make up the shortage of the products in the next few months next year according to the bid prices.

3. We will deliver materials by the cost listed in the form each month. However we can adjust a little. We must reach the amount 141,829.40 (CAD) by the end of November.
4. We need a discussion with your staff on DVD issues at our hands to make sure if they are acceptable. We will try our best to order enough DVD products. However, if we cannot provide enough materials in such a limited time, we can provide more prints to reach the budget.
5. We will stick to the policy of half and half for simplified and traditional products.
6. We will select materials according to library selection profile. Any change must be granted by library staff.
7. We will distribute materials according to library allocation profile. Any change must be granted by library staff.
8. We have agreed that we will deliver all the materials by the end of November. However, since we originally scheduled to finish delivery by the middle of December. we appreciate if you would consider our scheduled date. When we do by the end of November, we have to deliver some materials by air.
9. We have agreed we will charge materials according to bid prices. However, we appreciate if you would consider the rate exchange (15% increase on the net price) .

Please let me know if we are accepted.

Best regards,

Frank Cao
 Chinese Publications for Canadian Libraries Ltd
 647 887 8767 / 416-800-5169
frankcanada@live.com / cao@ccbooks.ca



MARKHAM PUBLIC LIBRARY

September 25, 2015

Mr. Frank Cao, Director
Chinese Publications for Canadian Libraries Ltd.
716 Gordon Baker Rd., Unit 105
Toronto, ON M2H 3B4

Administration Centre
6031 Highway 7
Markham, ON L3P 3A7
T: 905. 513.7977
F: 905. 471.6015

Dear Mr. Cao,

Re: 285-R-13: Markham Public Library Material & Processing Services

This is in response to ongoing discussions about the above contract and in particular to your letter dated September 23, 2015, of which I am acknowledging receipt.

Our exchange this week, including a face-to-face meeting on Sept. 21, along with follow-up correspondence, has provided an opportunity to review the relationship between the City of Markham / Markham Public Library on the one hand, and Chinese Publications for Canadian Libraries (CPCL) on the other.

In light of the current situation, the Library requires that CPCL fulfill the following dollar values from September 1 to December 31, 2015. These amounts represent the total discounted cost of materials, excluding costs for MARC records, processing, shipping and taxes.

- Print – C \$45,200
- DVDs – C \$61,900
- CDs – C \$440

It should be noted that on August 17, 2015, CPCL was notified that the City of Markham Purchase Order # PB-14079 for material and processing services was being revised to cancel the requirements pertaining to the South East Branch due to poor fulfillment rates and deliveries not meeting targets. CPCL acknowledged receipt of this notice on August 20, 2015.

Your letter of Sept. 23 included a number of points, and I will address each one in order starting with your second bullet:

CPCL:

2. Considering that we have ordered the materials by the prices we charge before, and that any change may cause the insufficient use of the budget, we suggest library accept

Branches

Angus Glen Branch
3990 Major Mackenzie Drive E.
Markham, ON L6C 1P8

Cornell Branch
3201 Bur Oak Avenue
Markham, ON L6B 0T2

Markham Village Branch
6031 Highway 7
Markham, ON L3P 3A7

Milliken Mills Branch
7600 Kennedy Road
Markham, ON L3R 9S5

Thornhill Community Centre Branch
7755 Bayview Avenue
Thornhill, ON L3T 4P1

Thornhill Village Branch
10 Colborne Street
Thornhill, ON L3T 1Z6

Unionville Branch
15 Library Lane
Unionville, ON L3R 5C4

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MARKHAM PUBLIC LIBRARY

our scheduled price mode. We will make up the shortage of the products in the next few months next year according to the bid prices.

Library Response:

In an effort to assist CPCL, the Library will accept your current pricing for materials, but only until the end of 2015. Further, you will not be required to adjust any invoices received to date. However, effective January 1, 2016, your pricing for materials delivered from that point onward must reflect the Bid prices that CPCL submitted in the contract.

CPCL:

3. We will deliver materials by the cost listed in the form each month. However we can adjust a little. We must reach the amount 141,829.40 (CAD) by the end of November.

Library Response:

Please refer to the figures stated on page 1 of this letter for the amounts to be delivered in 2016. The Library will relax the earlier requirement that CPCL achieve all deliveries by Nov. 30, 2015. CPCL's deadline for all deliveries has been revised to December 31, 2015.

As of August 31, 2015 the remaining value of the PO is \$147,000 plus \$5,000 credit note totalling \$152,000, including all costs except taxes (i.e., materials, MARC, processing, shipping). The goal is for CPCL to deliver based on all remaining funds within the PO.

CPCL:

4. We need a discussion with your staff on DVD issues at our hands to make sure if they are acceptable. We will try our best to order enough DVD products. However, if we cannot provide enough materials in such a limited time, we can provide more prints to reach the budget.

If CPCL is unable to provide the quantity of DVD's that is required, kindly notify the library as we are willing to give up some or all of this commitment. The library can arrange to further reduce the current PO accordingly based upon your feedback.

Library Response:

Since the Library is in need of DVDs, we cannot permit substitutions of print instead of DVDs. However, we can expand the branch profiles for DVD's to permit the inclusion of material up to six years of age, which will increase the potential supply of DVD's that we will accept.

CPCL:

5. We will stick to the policy of half and half for simplified and traditional products.



MARKHAM PUBLIC LIBRARY

Library Response:

With respect to Simplified vs. Traditional products, the 50/50 requirement will continue to be in place. However, in 2015 to date you have supplied the Library with more Simplified than Traditional materials. Therefore, between now and year-end, the number of Traditional materials will have to be higher than 50% in order for you to achieve the 50/50 requirement for the calendar year. As stated to you, the City of Markham has greater demand for Traditional than Simplified, and the Library must serve the needs of its residents.

CPCL:

6. We will select materials according to library selection profile. Any change must be granted by library staff.

Library Response:

Agreed.

CPCL:

7. We will distribute materials according to library allocation profile. Any change must be granted by library staff.

Library Response:

Agreed.

CPCL:

8. We have agreed that we will deliver all the materials by the end of November. However, since we originally scheduled to finish delivery by the middle of December we appreciate if you would consider our scheduled date. When we do by the end of November, we have to deliver some materials by air.

Library Response:

Per response #3 above, you now have until December 31, 2015 to provide all deliveries.

Please continue delivering materials to MPL on a weekly basis – Thursdays are preferred. You must avoid large volumes of materials at the very end of the year. Rather than requiring specific quotas per my previous letter to you, we ask instead that you supply a steady volume of materials throughout the remainder of the year. Do not back-end your deliveries into December – provide as much as you can in October and November in order to avoid overly large quantities at year-end.

CPCL:

9. We have agreed we will charge materials according to bid prices. However, we appreciate if you would consider the rate exchange (15% increase on the net price).

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**MARKHAM PUBLIC LIBRARY****Library Response:**

Please see the response to #2 above.

There have been considerable discussions about CPCL pricing, including your acknowledgement that pricing has exceeded the Bid prices submitted for this contract, placing you in a position of default. In your communication you advised the Library that several factors contributed to additional costs such as an unexpected need to hire Canadian cataloguers to produce acceptable catalogue records and the unexpected devaluation of the CAD \$ against the US \$.

While the Library is sympathetic to these circumstances, CPCL's pricing remains a matter of concern. Amongst other issues, we note that CPCL failed to provide any notice of price concerns and the library only recognized the errors upon receipt of invoices. Please note that the pricing issue will be part of the Library's year-end performance evaluation of CPCL's services.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'LPogue'.

Larry Pogue
Director, Administration
Markham Public Library
6031 Highway 7, Markham, ON L3P 3A7
T: 905.305.5986
F: 905.471.6015
Email: lpogue@markham.library.on.ca

Cc: C. Biss, CEO
M. Sawh, Manager, Public Services
V. Gilchrist, Manager, Technical Services & C3 Support
T. Casale, Senior Construction Buyer

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Exhibit 27

Prices of the materials(CPCL)

	2014 Cost	2015 Cost	2016 Cost
Print(unit)	\$16.24	\$16.25	N/A
Dvds(unit)	\$35.48	\$35.97	\$24.68
Cds(unit)	N/A	\$17.43	\$8.08

*The prices includ marc, processing and freiges.



Boghosian+Allen LLP • Litigation Counsel • Suite 1000, 65 Queen Street West, Toronto, ON M5H 2M5 Tel: 416-367-5558 Fax: 416-368-1010 • www.boglaw.ca

Magdalena E. Fish.
Direct Tel: 416-367-5558 ext. 218
Email: m.fish@boglaw.ca

December 21, 2016

VIA REGULAR LETTERMAIL AND E-MAIL

Qiang Li Cao
2110 – 11 Lee Center Drive
Scarborough, Ontario M1H 3J5

Dear Mr. Cao:

**RE: MARKHAM ats. CHINESE PUBLICATIONS
FOR CANADIAN LIBRARIES LTD. (“CPCLL”)
Court File No. CV-16-552199
Our File No. 18-243**

Enclosed please find our Amended Statement of Defence and Counterclaim which is served upon you pursuant to the *Rules of Civil Procedure*.

Yours very truly,
BOGHOSIAN + ALLEN LLP


Magdalena E. Fish

MEF/jl
Encl.

Court File No. CV-16-552199

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

Plaintiff

- and -

CITY OF MARKHAM and MARKHAM PUBLIC LIBRARY

Defendants

**AMENDED STATEMENT OF DEFENCE
AND COUNTERCLAIM**

1. The Defendants, the Corporation of the City of Markham (incorrectly referred to as “City of Markham” in the Amended Statement of Claim) and the Markham Public Library (hereinafter “the Library”), deny each and every allegation in the Amended Statement of Claim unless hereinafter expressly admitted.
2. The Defendants admit that on or about June 12, 2014, they awarded Request for Proposal 285-R-13: Markham Public Library Material and Processing Services, to the Plaintiff for the supply of Chinese language print materials, DVDs, and audio CDs to the Library. The award covered Chinese materials requirements for the seven (7) current Library branches and the opening day collection at the new South East Library branch.
3. The Defendants submit that the City’s Request for Proposal, *General Terms and Conditions* (~~Parts I and III~~), the Plaintiff’s successful Bid Submission, the Purchase Orders, and all other written agreements between the Defendants and the Plaintiff, including the Plaintiff’s response to the City’s request for clarification dated March 6, 2014, constitute the contract between the Defendants and the Plaintiff (collectively referred to as “the Contract”). The Defendants beg leave of the Court to refer to the Contract in its entirety. The Contract was for a term of four (4) years, seven (7) months, from June 2014 to December 2018.

4. The Defendants ~~further admit~~ state that on August 17, 2015, they gave notice that they would be terminating the portion of the Contract for the South East Library branch, and on January 27, 2016, gave notice that they would be terminating the balance of the Contract. The Defendants categorically deny that these terminations were wrongful, unwarranted, without warning to the Plaintiff, or otherwise improper in any way.

5. The Defendants submit that Section 17.2 of Part III of the *General Terms and Conditions* gave the Defendants the right to terminate the contract upon ten (10) days written notice in the event of an Act of Default, which is defined as the failure to comply with the terms and conditions of the contract that is not remedied within ten (10) calendar days after written notice of such failure by the City of Markham.

6. The Defendants further state that Section 17.3 of Part III of the General Terms and Conditions gave the Defendants the right to terminate the contract without cause upon providing thirty (30) days written notice to the Plaintiff.

7. The Defendants submit that they complied with the written notice requirements of these provisions in terminating the Contract.

8. The Defendants state that the Services Agreement referred to in paragraphs 19 and 33 of the Amended Statement of Claim was an agreement governing the Plaintiff's use of a Customer Centred Classification System known as "C3" and did not displace or contradict any of the rights, responsibilities or obligations of the primary Contract between the parties. In any event, Section 4 of the Services Agreement also provides for termination of the Services Agreement with or without cause with 30 days' written notice.

9. The Defendants state that during the term of the Contract, the Plaintiff regularly and continuously committed the following Acts of Default:

- a. Failing to meet the delivery targets required by the Contract;
- b. Charging higher prices than those stated in its Bid Submission, with no advance notice or explanation for the price increases;
- c. Failing to adhere to the Library's Collection Profile, including by delivering significantly more materials in simplified script than traditional script, rather

than the 50/50 proportion of materials in traditional versus simplified script as provided for in the Contract;

- d. Providing materials in languages other than Chinese without informing the Defendants and for which the Defendants had no need; and
- e. Such further and other Acts of Default as counsel may advise and this Honourable Court may permit.

10. The Defendants also state that the Plaintiff provided poor service by committing an excessive number of cataloguing and processing errors, ~~at an error rate 78 times higher than the Library's other materials vendors,~~ and by failing to distribute the materials between Library branches as requested, which created significant extra work for Library staff.

11. The Defendants state that the ~~Defendant~~ Plaintiff continuously failed to remedy these Acts of Default and/or breaches upon being provided with written notice, and as such, the Defendants were entitled to terminate the Contract upon providing 10 days' written notice in accordance with Sections 17.2 ~~and/or 17.3~~ of Part III of the *General Terms and Conditions*.

12. In the alternative, the Defendants submit that these breaches collectively amounted to a fundamental breach of the Contract, depriving the Defendants of all benefits of the contract, and as such, the Defendants were entitled to terminate the Contract.

13. The Defendants specifically deny that they authorized or consented to, whether implicitly or explicitly, the Plaintiff's deviations from the delivery targets, and in fact state that on numerous occasions, Library staff informed the Plaintiff of their ongoing concerns about the Plaintiff's continued failure to meet the delivery targets.

14. The Defendants further specifically deny that the Contract was terminated without warning, as Library staff informed the Plaintiff of their concerns about the poor level of service and numerous errors being made by the Plaintiff on several occasions throughout 2015.

15. The Defendants further state that the Plaintiff intentionally, fraudulently and materially misrepresented itself and its capacity for serving the Library in its Bid Submission. The Bid Submission describes the Plaintiff as the Canadian subsidiary of the largest

publications distributing company in China with over 100 employees dedicated to library services, several of which would be dedicated exclusively to servicing the Library; processing teams with MARC format data recording capabilities; and over 400 library customers, including the Vancouver, Toronto and Vaughan libraries in Canada.

16. The Defendants submit that these representations were patently false in light of the admissions in the Amended Statement of Claim that Quiang Li (“Frank”) Cao (hereinafter “Mr. Cao”) is the sole director of the Plaintiff and that the Library was the Plaintiff’s only customer.

17. The Defendants state that they relied upon these material misrepresentations, in that the Plaintiff’s represented size, experience and capacity were significant factors in selecting the Plaintiff as the successful bidder. The Plaintiff would not have been selected had the true state of affairs been known.

18. The Defendants therefore submit that the Contract was void *ab initio* and they were entitled to terminate the Contract, and that the Plaintiff has no claim against them.

19. The Defendants deny that the Plaintiff sustained the losses, damages and/or injuries alleged in the ~~Plaintiff’s claim~~ Amended Statement of Claim and puts the Plaintiff to the strict proof thereof.

20. The Defendants specifically deny that the Plaintiff’s commercial reputation has suffered, and further deny that the Plaintiff’s director, Mr. Cao, has suffered personal debts, mental shock, or damages to his career as a result of the termination of the Contract.

21. The Defendants further deny that the corporate Plaintiff is entitled to recover damages for Mr. Cao’s alleged personal debts, mental shock or damages to his career.

22. The Defendants plead that if the Plaintiff sustained the losses, damages, and/or injuries alleged in the Amended Statement of Claim, which is not admitted but specifically denied, such losses, damages and/or injuries were not caused or contributed to by any negligence, breach of duty, want of care, or breach of contract on the part of the Defendants or their employees, servants or agents.

23. The Defendants further submit that the losses and/or damages alleged in the Plaintiff's Claim are exaggerated, excessive and remote, and that the Plaintiff has failed to mitigate its damages.

24. The Defendants specifically deny that the Plaintiff is entitled to specific performance or an injunction as the Plaintiff's alleged losses and/or injuries, which are not admitted but specifically denied, would be adequately compensated by damages.

25. The Defendants plead, for reasons more specifically set out in the Counterclaim, that it is entitled to set-off in an amount up to \$121,728.96 against any damages awarded to the Plaintiff in this action.

~~26. The Defendants state that the Plaintiff is a corporation and as such is required to be represented by a lawyer in the within action, unless the Court orders otherwise. The Defendants state that the purported representative of the Plaintiff, Mr. Cao, is the director of the corporation and not a lawyer, and as such, may not represent the corporation in the within proceeding without leave of the Court.~~

27. The Defendants plead that the Amended Statement of Claim does not comply with the rules of pleading and as such, should be struck in its entirety.

28. The Defendants further plead that the allegations in the Amended Statement of Claim are scandalous, frivolous and vexatious and may prejudice the fair trial of this action, and, as such, the Amended Statement of Claim should be struck in its entirety.

29. The Defendants plead and rely upon the following statutes and regulations, as amended from time to time:

- a. City of Markham By-Law 2004-341;
- b. *Courts of Justice Act*, R.S.O. 1990, c C.43; and
- c. *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

30. The Defendants submit that this action be dismissed with costs on a substantial indemnity basis.

COUNTERCLAIM

1. The Defendants claim against the Plaintiff for:
 - a. Damages in the amount of \$121,728.96;
 - b. Their costs of this Counterclaim on a substantial indemnity basis;
 - c. Interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and,
 - d. Such further and other relief as This Honourable Court deems just.
2. The Defendants repeat and rely upon the allegations set out in their Statement of Defence.
3. The Defendants state that as a result of the prices charged by the Plaintiff in excess of the Bid prices, the Defendants overpaid the Plaintiff \$50,723.44 in 2014, \$70,959.63 in 2015, and \$45.89 in 2016 for the number of print, CD, and DVD materials received.
4. The Defendants state that the overpayment in 2014 was not evident until January 2015, as the last 2014 deliveries and invoices were not received from the Plaintiff until that time. The Defendants plead and rely upon the doctrine of discoverability in this regard.
5. The Defendants plead and rely upon the provisions of the following statutes and regulations, as amended from time to time:
 - a. *Courts of Justice Act*, R.S.O. 1990 c. C.43; and
 - b. *Limitations Act*, 2002, S.O. 2002, c 24, Sch B.
6. The Defendants propose that this Counterclaim be tried together with or immediately following the trial of the main action, in the discretion of the trial judge.

~~June 16, 2016~~
December 21, 2016

BOGHOSIAN + ALLEN LLP
Litigation Counsel
Suite 1000, 65 Queen Street West
Toronto, Ontario M5H 2M5

David G. Boghosian - LSUC#: 28922P
Magdalena Fish - LSUC#: 65499N
Tel: (416) 367-5558
Fax: (416) 368-1010

Lawyers for the Defendants

TO: CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
2110 – 11 Lee Center Drive
Scarborough, Ontario M1H 3J5

Qiang Li Cao
Tel: (647) 887-8767

Plaintiff herein

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
Plaintiff

and CITY OF MARKHAM et al.
Defendant

Court File No. CV-16-552199

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AMENDED STATEMENT OF DEFENCE AND
COUNTERCLAIM

BOGHOSIAN + ALLEN LLP

Litigation Counsel
65 Queen Street West, Suite 1000
Toronto, Ontario M5H 2M5

David G. Boghosian - LSUC#: 28922P

Magdalena Fish – LSUC#: 65499N

Tel: 416-367-5558

Fax: 416-368-1010

Lawyers for the Defendants

TECHNICAL MEETING NO. 3**MPL AND CPCL AUGUST 19, 2014**

1. **Revised from first meeting:** CPCL requested some clarification on how to spend budget on Movie/DVD in Cantonese to fulfill profiles so that it meets community needs with 50 percent simplified and 50 percent traditional. After discussion we agreed that the profiles will be based on the written language between traditional and simplified characters, 50 percent each. We will ensure that budget subsets will meet the needs of both Cantonese and Mandarin customers.

After discussion today, confirmed the following:

- Besides movies/DVDs in Mandarin, MPL needs movies/DVDs in Cantonese either from Hong Kong or from Mainland China
 - Profiles will be based on the written language between traditional and simplified characters, 50 percent each. Each subset will include contents in Cantonese.
 - The definition/scope of movies/DVDs in Cantonese is: Movies/DVDs in Cantonese only, or in Cantonese with simplified subtitles, or in Cantonese with traditional subtitles.
2. Sample Marc records: reviewed 24 sample records; confirming C3 etc.;
 - confirmed that the lowest price in the 949 should be \$6.00; this is not related to the actual spending budget – they can still pay less than \$6.00 for an item, but should record \$6.00 in 949;
 - need 541 |aCPCL|h actual cost before discount;
 - discussed many issues; CPCL to re-submit revised records
 3. Sample processing –
 - call numbers need to be aligned to the left;
 - items with covers need to be covered with plastic jacket; do not use label protectors to hold on jackets (Sam will send ordering info);
 - branch codes placed near barcode need to be covered;
 - ISBNs should not be covered by barcode if there are no ISBN elsewhere on items;
 - pinyin labels do not need to include subtitles – only one line needed;
 - call numbers should be moved up higher on spine label; have a labelling programme-CPCL will set labels to be left justified, adult 1 cm down, 3d row; juv ½ cm down 2d row for print, will centre around the longest line;
 - RFID placement is good;
 - J on C3 label must show on spine;
 - DVD label - 'DVD' should be showing on spine at top; close to upper edge, in line with title label, small gap between DVD and title labels;
 - property label should be in lower right corner, aligned with edge of insert;
 - Stingray should be affixed to a middle disc in multi-disc sets;
 - coloured CD labels should be in upper right hand corner on insert;

- no need to cut title labels; template should be used for consistent printing-do a full sheet at a time so printing is consistent –repeated passes through the printer results in dirty labels; aligned to edge of insert;
- CDS language label to be aligned with orange/purple label; letter in middle of label

4. Invoicing – 1 invoice for print and one for a.v. per month;
 - packing lists with shipments should indicate if more than one box;
 - Sam asked for full titles;
 - can print in landscape; can have multiple pages
 - invoices should indicate separate charges – shipping/freight; processing; taxes

40	4890391107985	魔獅		\$60.00	1		1	1	1	1	5
41	4895017006895	飛砂風中轉		\$60.00	1		1	1	1	1	5
42	4895024953465	錦衣衛		\$60.00	1		1	1	1	1	5
43	4895017006468	大搜查之女		\$60.00	1		1	1	1	1	5
44	2221129016361	千杯不醉		\$60.00	1		1	1	1	1	5
45	4895074424304	第一誠		\$60.00	1		1	1	1	1	5
46	4895033776055	傾城之淚		\$60.00	1		1	1	1	1	5
47	4895033770848	荒村公寓		\$60.00	1		1	1	1	1	5
48	4895033766766	愛到發瘋		\$60.00	1		1	1	1	1	5
49	4895033763888	魔術男		\$60.00	1		1	1	1	1	5
50	4897005036815	和空姐同居的日子		\$60.00	1		1	1	1	1	5
51	4897005030462	大四喜		\$60.00	1		1	1	1	1	5
52	4895017006505	遊龍戲鳳		\$60.00	1		1	1	1	1	5
53	4897005024126	一樓一鬼		\$60.00	1		1	1	1	1	5
54	4890391150479	六號山口		\$60.00	1		1	1	1	1	5
55	4890391152770	死神傻了		\$60.00	1		1	1	1	1	5
56	4897005024553	甜心粉絲王		\$60.00	1		1	1	1	1	5
57	4895024943497	砲製女朋友		\$60.00	1		1	1	1	1	5
58	4893524360097	愛到底		\$60.00	1		1	1	1	1	5
59	4895033750130	長恨歌	2005	\$60.00	1		1	1	1	1	5
60	4895033744818	A-1 頭條	2003	\$60.00	1		1	1	1	1	5
61	4890391151056	武俠梁祝		\$60.00	1		1	1	1	1	5
62	4897005037515	借室還魂		\$60.00	1		1	1	1	1	5
63	4895043505645	魂喚唔齊	2002	\$60.00	1		1	1	1	1	5
64	112117441017	少林殭屍天極	2006	\$60.00	1		1	1	1	1	5
65	4890391107800	新紫師妹3	2006	\$60.00	1		1	1	1	1	5
66	4897005396380	絕代雙嬌		\$60.00	1		1	1	1	1	5
67	2221129015364	天行者	2006	\$60.00	1		1	1	1	1	5
68	4897005020500	死心不息		\$60.00	1		1	1	1	1	5
69	4890391150080	野良犬	2007	\$60.00	1			1	1	1	4
70	4711158961292	情義我心知	2005	\$60.00	1		1	1	1	1	5
71	4711158961223	童夢奇緣	2005	\$60.00	1		1	1	1	1	5
72	4897005025628	七擒七縱七色狼		\$60.00	1		1	1	1	1	5
73	4895073201006	南京1937	1995	\$60.00	1		1	1	1	1	5
74	4895024950303	黑白道	2006	\$60.00	1		1	1	1	1	5
75	4897007039203	有隻僵屍暗戀你		\$60.00	1		1	1	1	1	5
76	4890391107930	第601個電話	2006	\$60.00	1		1	1	1	1	5
77	4890391150004	地獄第19層	2007	\$60.00	1		1	1	1	1	5
78	4895074414626	狗咬狗	2006	\$60.00	1		1	1	1	1	5
79	112118959016	單身部落	2007	\$60.00	1		1	1	1	1	5
80	112218703014	心想事成	2007	\$60.00	1		1	1	1	1	5
81	4711158961520	森冤	2007	\$60.00	1		1	1	1	1	5

Subject **July 30th Shipment**
From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
To Frank Cao <cao@ccbooks.ca>
Cc Bailie, Anthea <ABailie@markham.library.on.ca>, Gilchrist, Verna <vgilchrist@markham.library.on.ca>
Date 2015-08-05 16:01



Hi Frank,

There have been several concerns with last week's shipment.

Talking Books: We have asked for there not to be talking books at this time. We will keep the ones we currently have to see if there is any demand for them, however, we will not be accepting any more.

Because the amount of material outside the profile is too great, we will no longer be accepting material that does not meet our guidelines. As previously stated, please do not purchase English movies with Chinese subtitles or dubbed sound tracks (eg Wedding Ringer, Citizen Kane, etc.).

Additionally, please do not supply DVDs with a production year greater than 2, 3, or 5 years (depending on type of video) according to the profile. Production year refers to the year in which the film was originally produced, not when the DVD was made. For example, Ying xiong ren lei (He Who Chases After the Wind) is from 1988. We are looking for more current films. As we have mentioned a number of times, if you cannot spend the current DVD budget, please ask for a redistribution and we will move some money from DVDs into another area that you are able to spent out fully.

We also have some concerns about the average cost of these DVDs which appears to be \$48.00 before discount. On the bid, the average cost is shown as \$25.60.

Samantha will be compiling a list of returns from the most current shipment including the English DVDs and the older items.

If you have any questions or concerns, please email or phone me or come and see me when you are here for delivery. I am here to help and will do my best to provide clearer instructions or anything else I can do.

Regards,

Verna Gilchrist
Manager, Technical Services & C3 Support
Markham Public Library
6031 Highway 7
Markham, ON L3P 3A7
905 513 7977 ext 2580

imagine learn grow



Proud Host of the 2015 Pan Am/Parapan Am Games

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暗香 - An xiang

Dark fragrance

Ⓢ DVD - 2015? | Chinese

CHI FIC AN

All copies in use. [Availability details](#)

Holds: 32 on 4 copies



神話織女 - Shen hua zhi nü

★★★★☆

Ⓢ DVD - 2011? | Chinese

CHI FIC SHEN

All copies in use. [Availability details](#)

Holds: 13 on 4 copies



武林外史 - Wu lin wai shi

Ⓢ DVD - 2015? | Chinese

CHI FIC WU

All copies in use. [Availability details](#)

Holds: 14 on 4 copies



開創盛世 - Kai chuang sheng shi

Ⓢ DVD - 2015? | Chinese

CHI FIC KAI

All copies in use. [Availability details](#)

Holds: 12 on 4 copies



大祠堂 - Da ci tang

Ⓢ DVD - 2015? | Chinese

CHI FIC DA

All copies in use. [Availability details](#)

Holds: 9 on 4 copies

Publishing Dates for CPCL's DVDs, Captured from MPL Web

Published Date

2015 (211)	2014 (260)	2013 (194)
2012 (143)	2011 (145)	2010 (100)
2009 (81)	2008 (50)	2007 (35)
2006 (38)	2005 (11)	2004 (7)
2003 (16)	2002 (7)	2001 (6)
2000 (2)	1999 (1)	1996 (1)
1993 (16)	1987 (3)	1986 (1)
1985 (1)	1982 (1)	1979 (1)
1958 (1)		



Foreign Movies with Chinese Subtitles(2014-2016)

Counties	Titles	Quantities	Mandarin/Cantoness	Chinese Subtitles
Korean	13	52	No	Yes
Japanese	11	44	No	Yes
Tai	1	4	No	Yes
French	3	12	No	Yes
Spanish	1	4	No	Yes
English	17	72	No	Yes
English	29	162	Yes	Yes
Total	75	350		

Total tiles provided are 1351, and total quantities are 5650

Subject **RE: Summary of discussion Oct 29/15**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>
 Cc Bailie, Anthea <ABailie@markham.library.on.ca>, Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Date **2015-11-02 10:14**



Good morning Frank

Thanks for the update.

No 2

We currently purchase Korean DVDs via our Korean budget and they are catalogued as part of the Korean collections. This has been our practice for many years.

We will review the profile with regard to Korean DVDs with Chinese subtitles, and advise you as soon as possible.

Thanks,
Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: November 2, 2015 11:05 AM
 To: Gilchrist, Verna
 Cc: Bailie, Anthea
 Subject: Re: Summary of discussion Oct 29/15

Hello Verna,

Thank you very much for the summary of our discussion last Thursday. We have done a self check on our problems to improve ourselves.

Our Processing problems summary.
 A print copy misses a kit label.
 A DVD item misses a time stamp.
 2 print titles (with 4 copies for each) miss to process CD attached.
 We have found the reasons why we missed to process CD attached and will never happen again. We have reminded our staff to do a quality check before delivery.

TV series problem.
 I had asked our cataloguers to take away the items issued over 6 years when cataloguing. I questioned the Cataloguer who did it. She had already wrote to you to explain it.

No 1 About 2016 profiles.

When we talked about the DVD issues, you told me to stop Korean ones with Chinese subtitles. We have been providing the Korean ones. This part is popular and we ordered a big number for this year. You said you have located this part to another vendor. I don't think it is proper to take this part away from our contract. Please take my suggestions into your consideration.

Thanks,

On 2015-10-30 11:14, Gilchrist, Verna wrote:

Following is a summary of our discussion yesterday. Please let me know if anything is missing or unclear.

Kit Processing

- we have received some juvenile kits that are only partially processed.
- Missing KIT label on the top of spines
- Missing contents label on the back of the books

Subject **Re: Chinese DVDs**
From Frank Cao <cao@ccbooks.ca>
To Gilchrist, Verna <vgilchrist@markham.library.on.ca>
Cc Bailie, Anthea <ABailie@markham.library.on.ca>
Date 2015-11-03 14:59



Hi Verna,

No 4

Yes, I read the profile. I understand.

Because narrower and narrower selection range, I tried some Korean and Japanese ones with Chinese subtitles, I found they are borrowed very well. Take a example you can see by the movie "Mei wei ren qi " (Korean with Chinese subtitles).

As you know, near the end of the year we were asked to provide enough DVD products, and we don't have much time this year. I had to order some of these kinds to meet the number, and all by air. We did a hard work for the selection, and we are sure these DVDs are good for our readers, and libraries do not have them. We can stop selecting next year, but it is really difficult for us to stop for this year. I hope you understand us.

Thanks,

On 2015-11-03 13:46, Gilchrist, Verna wrote:

No 3

Hi Frank

We have reviewed the profiles with regard to the selection and supply of Chinese DVDs. Please note the highlighted statements below.

- A wide selection of current (production date within the past 2 years), popular feature films with a majority from Hong Kong/China, and famous award-winning movies within the past 5 production years from HK/China/Korea/Taiwan/Japan. Example of this category: 威尼斯電影節, Dae Jong Award, or Blue Dragon Award for Korea; Golden Rooster or Hundred Flowers for China; Golden Horse for Taiwan; Hong Kong Films Award for Hong Kong as well as international festival such as the Berlin International Festival.
- TV-series from Hong Kong/China/ Korea/Japan/Taiwan are popular narrated in either Cantonese or Mandarin. This section should be carefully selected and titles should be in current 3 production years range. Select a few famous award winning historical documentaries within 5 production years range.
- For non-fiction: Travel section is popular and this section should consist of titles within 3 production years. Branches do not need multiple copies from this section. Cooking DVD series from celebrities - examples: "Ah So" or "Chai Lan" from Hong Kong are very popular; health/fitness subjects, such as Tai Chi, QiGong, Yoga, etc. Travel and historical documentaries. Concert DVDs of Cantopop singers, karaoke DVDs of Cantopop songs. DVDs should all be narrated in Mandarin and/or Cantonese if contents are appealing and suitable for both Chinese dialect groups.
- TV series from Korea and Japan translated and dubbed in Mandarin or Cantonese are also popular. Most of the series are in multiple-discs format. Vendors should try to avoid series that contain more than 10-discs.

All titles supplied in Korean must have a language track that has been recorded or dubbed in Mandarin or Cantonese. We have reviewed some of the titles that you supplied in July 2015 and many do not have any indication of Chinese language tracks, only subtitles.

Please let us know if this guideline is unclear. Thanks,

Verna Gilchrist

Manager, Technical Services & C3 Support

Markham Public Library

6031 Highway 7

Subject **RE: Chinese DVDs**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>
 Cc Bailie, Anthea <ABailie@markham.library.on.ca>, Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Date 2015-11-03 15:37



Hi Frank

No5 This profile has not changed. It is the initial profile that Anthea provided in August of 2014. With regard to the quantity of DVDs to be supplied, it too remains unchanged since the beginning of 2015.

Your contract is to supply items in Chinese. We have a separate contract with another vendor to supply titles in Korean.

We will accept Korean films that have been translated and dubbed into Chinese language tracks because your contract is to supply Chinese language material.

CPCL supplied Korean DVDs in July 2015. Do you have additional titles in Korean at this time? Do they have Chinese language tracks (either Mandarin or Cantonese) or only Chinese subtitles?

Please let us know if you have any more questions.

Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: November 3, 2015 3:59 PM
 To: Gilchrist, Verna
 Cc: Bailie, Anthea
 Subject: Re: Chinese DVDs

Hi Verna,

Yes, I read the profile. I understand.

Because narrower and narrower selection range, I tried some Korean and Japanese ones with Chinese subtitles, I found they are borrowed very well. Take a example you can see by the movie "Mei wei ren qi " (Korean with Chinese subtitles).

As you know, near the end of the year we were asked to provide enough DVD products, and we don't have much time this year. I had to order some of these kinds to meet the number, and all by air. We did a hard work for the selection, and we are sure these DVDs are good for our readers, and libraries do not have them. We can stop selecting next year, but it is really difficult for us to stop for this year. I hope you understand us.

Thanks,

On 2015-11-03 13:46, Gilchrist, Verna wrote:

Hi Frank

We have reviewed the profiles with regard to the selection and supply of Chinese DVDs. Please note the highlighted statements below.

- A wide selection of current (production date within the past 2 years), popular feature films with a majority from Hong Kong/China, and famous award-winning movies within the past 5 production years from HK/China/Korea/Taiwan/Japan. Example of this category: 威尼斯電影節, Dae Jong Award, or Blue Dragon Award for Korea; Golden Rooster or Hundred Flowers for China; Golden Horse for Taiwan; Hong Kong Films Award for Hong Kong as well as international festival such as the Berlin International Festival.

- TV-series from Hong Kong/China/ Korea/Japan/Taiwan are popular narrated in either Cantonese or Mandarin. This section should be

Subject **RE: Chinese DVDs**
From Frank Cao <cao@ccbooks.ca>
To Gilchrist, Verna <vgilchrist@markham.library.on.ca>
Cc Bailie, Anthea <ABailie@markham.library.on.ca>, Sawh, Michelle <MSawh@markham.library.on.ca>
Date 2015-11-03 16:14



Hi Verna,

No 8

We have 9 titles at office now and about 98 titles (about 420 items)on the air. All will be in my office next Monday.

We need provide about 3700 DVD items this year.

If this issue is too difficult for you to deal with, I will not deliver them to you.

I am sorry about that.

Thanks,

On 2015-11-03 15:57, Gilchrist, Verna wrote:

No 7

Hi Frank

How many titles in Korean do you currently have at your office?

Thanks,
Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: November 3, 2015 4:48 PM
To: Gilchrist, Verna
Cc: Bailie, Anthea
Subject: RE: Chinese DVDs

Hi Verna,

No 6

If we don't have any at the moment I will say nothing about it. The problem is that we have had some at hand. They don't have Chinese language tracks, but only Chinese subtitles. We don't have enough DVDs without them this year. That is why I say we can stop from next year.

Thanks,

On 2015-11-03 15:37, Gilchrist, Verna wrote:

Hi Frank

This profile has not changed. It is the initial profile that Anthea provided in August of 2014. With regard to the quantity of DVDs to be supplied, it too remains unchanged since the beginning of 2015.

Your contract is to supply items in Chinese. We have a separate contract with another vendor to supply titles in Korean.

We will accept Korean films that have been translated and dubbed into Chinese language tracks because your contract is to supply Chinese language material.

CPCL supplied Korean DVDs in July 2015. Do you have additional titles in Korean at this time? Do they have Chinese language tracks (either Mandarin or Cantonese) or only Chinese subtitles?

Please let us know if you have any more questions.

Verna

Subject **RE: Chinese DVDs**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>
 Cc Bailie, Anthea <ABailie@markham.library.on.ca>, Sawh, Michelle <MSawh@markham.library.on.ca>
 Date 2015-11-20 15:27



No 9 Hi Frank

Anthea and I have missed meeting with you the last couple of weeks as we had meetings.

We would like to remind you that the same profile instructions apply to any DVDs in Japanese as for the Korean titles. They must have a language track in Chinese, either Mandarin or Cantonese.

Do you have DVDs in Japanese with only Chinese subtitles on order?

Thanks,
 Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: November 3, 2015 5:14 PM
 To: Gilchrist, Verna
 Cc: Bailie, Anthea; Sawh, Michelle
 Subject: RE: Chinese DVDs

Hi Verna,

We have 9 titles at office now and about 98 titles (about 420 items) on the air. All will be in my office next Monday.

We need provide about 3700 DVD items this year.

If this issue is too difficult for you to deal with, I will not deliver them to you.

I am sorry about that.

Thanks,

On 2015-11-03 15:57, Gilchrist, Verna wrote:

Hi Frank

How many titles in Korean do you currently have at your office?

Thanks,
 Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: November 3, 2015 4:48 PM
 To: Gilchrist, Verna
 Cc: Bailie, Anthea
 Subject: RE: Chinese DVDs

Hi Verna,

If we don't have any at the moment I will say nothing about it. The problem is that we have had some at hand. They don't have Chinese language tracks, but only Chinese subtitles. We don't have enough DVDs without them this year. That is why I say we can stop from next year.

Thanks,

On 2015-11-03 15:37, Gilchrist, Verna wrote:

Hi Frank

This profile has not changed. It is the initial profile that Anthea provided in August of 2014. With regard to the quantity of DVDs to be

Subject **Re: Outstanding invoices 285-R-13**
 From Frank Cao <cao@ccbooks.ca>
 To Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Cc Casale, Tony <TCasale@markham.ca>, Pogue, Larry <lpogue@markham.library.on.ca>
 Date 2016-01-29 14:03



- attached 1.xlsx (31 KB)
- attached 2.jpg (214 KB)

Hi Verna,

It is okay, and I know you are busy.

Ms Su will send you our revised invoices today.

For these invoices, I would like to reserve my points of view for your reference.

For invoice 200240.

We agree to accept you returned 7 titles of CDs as we used to be. But I have some different views. I think these products are within your profiles. It is okay to order the CD with audio in Taiwanese. We just try to enlarge our range of tiles for Chinese customers. Taiwanese is part of Chinese language, popular in Fujian province and Taiwan, just like Cantonese popular in Guangdong Province and Hong Kong. Songs in Taiwanese are very popular in all karaoke rooms in mainland, Hong Kong and Taiwan. I don't know spoken Taiwanese myself, but I can sing some popular songs in Taiwanese. It is maybe a kind 'discrimination' to reject 'Taiwanese' if we serve all Chinese customers here. I understand you don't know Chinese, you only listen to your colleagues as you told me. However, you should discuss with me on these kinds of issues as I am the high rank professional in Chinese culture.

For invoice 200239.

We agree that you return the items in this invoice. I apologize for this, and maybe we should have let you know before delivery. We took it for granted these products within your requirement after 6 years' policy. We didn't realize this would cause so many troubles. However, I think your "retroactive decision" emphasises more on your authority than "customers' requirements". We have come to an agreement that we give the publication years according to the present editions, following "the WorldCat". Most of these titles are published within the 3 years. Please see the attached 1. And what do you think if we purchased the new same tiles as the returned ones to offer? I told these big TV series are good, because I can give plenty of reasons. I am not sure if you have noticed that many our customers had held these titles just few days after you posted them on your web? Please see the attached 2.

For invoices 300201 and 300202.

OK. I got you. We give just 3 set prices(before discount) on the invoices: one is 6 for CD, one is 11.80 for books, and one is 25.60 for DVDs.

Have a good weekend,

On 2016-01-29 09:54, Gilchrist, Verna wrote:

Good morning Frank

I apologize for the delay in responding to your email. We were not in the office yesterday as we were attending the annual Ontario Library Association conference downtown.

Following are the outstanding invoice issues to be resolved:

1. Invoice 200240, Dec. 24, 2015 - In the Bid document, you quoted a list price of \$6.00 per unit for CDs. This invoice is charging a list price of \$20.00. These prices will now need to be adjusted to reflect the acceptable price as we are paying in 2016. As well, we have returned 7 titles (item no. 8,9,11,12,14,15 & 17), total of 25 copies as audio in Taiwanese. Revised invoice needed as previously discussed.

2. Invoice 200239, Dec. 24, 2015 - These titles appear to be the items that we returned in August as they did not meet our profile. While the profile was adjusted back 6 years after meeting with you in September, this was not a retroactive decision but for selections going forward. Any titles that were returned for credit in August that are included

on this invoice will be returned. All items were returned, credit note needed to balance invoice on account.

3. Invoice 300201, Jan. 7, 2016 - This invoice is for DVDs and does not adhere to the bid price. You are charging a unit price of \$45. Your average price quoted on the bid is \$25.60 before discount, cataloguing and processing. Please make adjustments to the invoice as previously discussed.

4. Invoice 300202, Jan. 7, 2016 - This invoice is for DVDs and does not adhere to the bid price. You are charging a unit price of \$30. Your average price quoted on the bid is \$25.60 before discount, cataloguing and processing. Please make adjustments to the invoice. As well, we are returning 2 titles (item no. 10 and 13) - audio is only in Thai, total 8 copies. Revised invoice needed as previously discussed.

5. Other outstanding credit issues:

Inv. 200145 - returned 1 title "Tu zi po" (9787540470593) , 4 copies - Credit needed

Inv. 200232 - returned defective disc 7 for title "Feng yu tian di". Credit needed if no replacement disc received.

Inv. 200237 - returned 1 title "Li wei dang guan er" (4716022020662). Credit needed.

6. MPL supplies: please arrange to return all unused supplies, including RFID tags, Stingray overlays, all labels (various sizes and types), various label protectors, unikeep cases, DVD and CD cases, grey courier bins, wallets and sleeves. These are itemized on your supplies inventory list.

7. MPL will accept delivery of any items purchased on our behalf that meet our profiles and that are already processed up until Tuesday, February 2, at 4:00 pm.

Thank you.

Verna Gilchrist

Manager, Technical Services & C3 Support

Markham Public Library

6031 Highway 7

Markham, ON L3P 3A7

905 513 7977 ext 2580

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Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767

Delivery Report 2014

Buget	\$242315.34(Incl. HST)
-------	------------------------

	Prints						DVDs						CDs						Total		
	Simplified			Tranditional			Simplified			Tranditional			Simplified			Tranditional					
	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price
Oct.	0	0	0	0	0	0	17	46	1780.93	7	11	425.88	0	0	0.00	0	0	0.00	24	57	2206.81
Nov.	149	402	5780.15	284	1677	27432.90	0	0	0.00	0	0	0.00	0	0	0.00	0	0	0.00	433	2079	33213.05
Dec.	621	3496	58731.33	569	3353	63540.72	205	1205	50114.54	157	917	35039.55	0	0	0.00	0	0	0.00	1552	8971	207426.14
Total 1	770	3898	64511.48	853	5030	90973.62	222	1251	51895.47	164	928	35465.43	0	0	0.00	0	0	0.00	2009	11107	242846.00
				1623	8928	155485.10				386	2179	87360.90				0	0	0	2009	11107	242846.00

Exhibit 37

Delivery Report 2015

Buget	\$321120.37 (Incl. HST)
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	Prints						DVDs						CDs						Total		
	Simplified			Tranditional			Simplified			Tranditional			Simplified			Tranditional					
	Titl	QTY	Price	Titl	QTY	Price	Titl	QTY	Price	Titl	QTY	Price	Titl	QTY	Price	Titl	QTY	Price	Titl	QTY	Price
Jan.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Feb.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Mar.	0	0	0	0	0	0	0	0	0	0	0	0	38	187	3372	0	0	0	38	187	3372.23
Apr.	136	497	8770.52	0	0	0	20	42	3394.77	0	0	0	31	65	1523	0	0	0	187	604	13688.30
May	186	708	11872.82	73	403	7442.84	67	123	6208.28	30	130	6427.45	0	0	0	0	0	0	356	1364	31951.39
Jun.	243	1130	15306.47	0	0	0	64	127	8586.53	14	56	2244.86	0	0	0	0	0	0	321	1313	26137.86
Jul.	211	617	11639.62	0	0	0	0	0	0	185	742	35808.23	12	24	578.3	0	0	0	408	1383	48026.18
Aug.	0	0	0	385	1540	32496.43	0	0	0	0	0	0.00	0	0	0	0	0	0	385	1540	32496.43
Sep.	311	1244	24825.87	0	0	0	0	0	0	0	0	0.00	0	0	0	0	0	0	311	1244	24825.87
Oct.	127	507	8204.07	249	995	16683.74	121	484	20486.78	59	236	9697.77	0	0	0	0	0	0	556	2222	55072.36
Nov.	0	0	0	406	1596	25489.10	71	276	10762.23	64	256	10262.21	0	0	0.00	0	0	0.00	541	2128	46513.54
Dec.	274	907	15009.87	150	535	9068.99	187	715	20230.67	72	284	8877.74	0	0	0	17	65	1262.44	700	2506	54449.71
Tota	1488	5610	95629.24	1263	5069	91181.1	530	1767	69669.26	424	1704	73318.26	81	276	5474	17	65	1262.44	3803	14491	336533.87
1				2751	10679	186810.3				954	3471	142987.5				98	341	6736.01	3803	14491	336533.87

Subject **Summary of discussion Oct 29/15**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>, Bailie, Anthea
 <ABailie@markham.library.on.ca>
 Cc Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Date 2015-10-30 11:14



Following is a summary of our discussion yesterday. Please let me know if anything is missing or unclear.

Kit Processing

– we have received some juvenile kits that are only partially processed.

- Missing KIT label on the top of spines
- Missing contents label on the back of the books
- Missing barcodes and branch codes on discs

-please remind your staff to do a quality check when processing

TV series

- We have received some TV series that are from 2000, 2002, 2004
- This is well beyond our 6 year range; please be sure to confirm dates before ordering

Number of copies

- We were receiving 6 copies of everything and are now receiving 4 copies of everything
- This is not a realistic distribution of items
- Suggestion is that CPCL purchase 2 copies only of TV series; 2-6 copies of films based on popularity; 2 copies only of print titles; judgement should be used as to popularity of items and the need for more than 2 copies provided

2016 profiles

- Anthea is updating profiles for next year and will forward them to Frank as soon as possible
- We will require a large reduction in the number of children's items as they are not circulating
- The information in the profiles will dictate the subject areas that need or do not need additional titles, ie. If we want more cook books, the profile for 'Food & Drink' will say that; if we don't want more biographies, the profile for 'Biography' will say that.

Let me know if this is accurate.

Thanks,

Verna Gilchrist
 Manager, Technical Services & C3 Support
 Markham Public Library
 6031 Highway 7
 Markham, ON L3P 3A7
 905 513 7977 ext 2580

imagine learn grow

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INVOICE COD

FOR THE ACCOUNT OF		INVOICE NO.	
CHINESE PUBLICATIONS FOR CANADIAN 105-716 GORDON BAKER ROAD, TORONTO, ON CANADA M2H 3B4 TEL: 416-800-5069		AI1601020101 	
		Account No.	DATE
		101U	Jan 14 2016
VESSEL / FLIGHT	CONSIGNEE	SHIPPER / ORIGIN	
CI5322	CHINESE PUBLICATIONS FOR	HONYA BOOK CO. LTD. TAIPEI AIRPORT, TAIWAN, R.O.C.	
HBL / HAWB	LOCATION OF GOODS	DESTINATION	
CDE-0003717		PEARSON INTL AIRPORT	
CARGO NO./AWB#	DEPARTURE	ARRIVAL	TRL/CONTAINER NO.
	1/13/2016	1/16/2016	

PCS#	DESCRIPTION OF GOODS	MARKS AND NUMBERS	GROSS WEIGHT	MEASUREMENT
22PCS	BOOKS Q'TY: 1,217.00 PCS INV NO: 20160113 CHARGEABLE WEIGHT 490 KGS	HONYA (IN TRI.) C/NO. A01-A22 MADE IN TAIWAN	490.00KGS	0.000CBM

MESSAGE	DESCRIPTION OF SERVICES	AMOUNT
Release of Goods Against: Payment of Our Charges IF PAYMENT IS IN CAD EQUIVALENT, PLS PAID CAD2586.17 TO OUR COMPANY	FREIGHT	\$1,510.01
	HANDLING	\$80.00
	TERMINAL	\$88.20
	NAVCAN	\$39.20
	RELEASE FEE	\$30.00
INVOICE IS DUE BY Jan 14 2016		PLEASE PAY THIS AMOUNT
		US\$ \$1,747.41

Ex Rate: 1.550

On overdue accounts interest of 24.00% per annum is calculated monthly at 2.00%

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Markham, Ontario
Canada L3R 1Z2

Tel: 905-477-3441
Fax: 416-486-6360
Email: info@asc360logis.com

DATE: 1/14/2016

CHINESE PUBLICATIONS FOR CANADIA

105-716 GORDON BAKER ROAD,
TORONTO, ON
CANADA M2H 3B4
TEL: 416-800-5069

FAX:

Attn: **FRANK CAO****PRE-ADVICE NOTICE OF SHIPMENT**Flight/Vessel: **CI5322**MAWB/Master B/L: **297-56766102**

Container:

File # **AI16010201**ATD: **1/13/2016** From: **TAIPEI AIRPORT , TAIWAN, R.O.C.**ETA: **1/16/2016** At: **PEARSON INTL AIRPORT**Remark: **CARGO TO BE RELEASED AGAINST PAYMENT**Shipper: **HONYA BOOK CO. LTD.**Pieces: **22PCS**

Weight:

490.00KGS

Volume:

0.000CBMHBL #: **CDE-0003717**

Location:

Description: **BOOKS**

PO #:

Q'TY: 1,217.00 PCS**INV NO: 20160113****CHARGEABLE WEIGHT 490 KGS**

If you have any questions or special instructions please do not hesitate to contact us.

NOTE: This is a pre-arrival notice only. Once goods have arrived, you will be supplied with the hard copy advise note/C.C.D.

Your customer service representative **LOUISA**

Tel: 9054773441

HONYA BOOK CO., LTD.

BI 1-4F., NO.386, FUSING N. RD., JIIONGSHAN DISTRICT, TAIPEI CITY 104, TAIWAN (R.O.C.),
TEL: 02-25006600 FAX:02-25064000

INVOICE

No. 20160113

Date: JAN. 13, 2016

INVOICE of BOOKS

For account and risk of Messrs. CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

105-716 GORDON BAKER ROAD, TORONTO ON. CANADA, M2H 3B4 TEL:1-416-800-5069

Shipped by HONYA BOOK CO., LTD.

per BY AIR

sailing on or about

From CKS TAIPEI

to TORONTO, CANADA

Marks & Nos.	Description	Quantity	Unit Price	Amount
HONYA (IN TRI.) C/NO.A01-A22 MADE IN TAIWAN	<u>BOOK</u>	1,217 PCS ----- 1,217 PCS VVVVVVVVVV VVV	<u>FOB TAIWAN</u>	NTD 235,093.00 ----- NTD 235,093.00 VVV VVVVVVVVVVVVVVV

SAY TOTAL N.T. DOLLARS TWO HUNDRED THIRTY FIVE THOUSAND NINETY THREE ONLY.

HONYA BOOK CO., LTD.

HONYA BOOK CO., LTD.

B1 1-4F., NO.386, FUSING N. RD., JHONGSHAN DISTRICT, TAIPEI CITY 104, TAIWAN (R.O.C.)

TEL: 02-25006600 FAX:02-25064000

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No. 20160113

Date: JAN. 13, 2016

PACKING LIST of

BOOKS

For account and risk of Messrs.

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Per S. S. BY AIR

Sailing on or about

From KEELUNG, TAIWAN

To TORONTO, CANADA

Packing No.	Description	Quantity	Net Weight	Gross Weight	Meas.
C/NO.A01-A22	BOOK	1,217 PCS	470 KGS	492 KGS	
22 CTNS		1,217 PCS	470 KGS	492 KGS	
VVVVVVVVVVVVVV		VVVVVVVVVV VVV	VVVVVVVVVV VVV	VVVVVVVVVV VVV	

SAY TOTAL TWENTY TWO (22) CTNS ONLY.

MARKS & NOS. 1

HONYA

(IN TRI.)

C/NO.A01-A22

MADE IN TAIWAN

CARTON SIZE:45cm X 33cm X 25cm

HONYA BOOK CO., LTD.

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Exhibit 40

The Books Ordered for MPL

No.	ISBN	Title	Published Date	List Price	Items	Total Price(TWD)
1	4712568601457	秘密情人	2015/12/24	350	2	700
2	4712927500636	醫品江山08 (完)	2015/8/7	250	1	250
3	4712927500650	醫錦還廂10 (完)	2015/8/25	250	1	250
4	4712931281606	我不買股, 我買ETF賺進千萬	2015/10/3	128	2	256
5	4712933008010	兩闕春 (上)	2015/11/23	250	2	500
6	4712933008027	兩闕春 (下)	2015/11/23	250	2	500
7	4712933008058	田園錦繡06	2015/12/4	250	2	500
8	4712933008065	田園錦繡07 (完)	2015/12/4	250	2	500
9	4712933008232	掌家娘子 4	2015/12/11	250	1	250
10	4712933008249	掌家娘子 5	2015/12/11	250	1	250
11	4712933008270	掌家娘子06	2015/12/22	250	1	250
12	4712933008287	掌家娘子07	2015/12/22	250	1	250
13	4712933008294	掌家娘子08	2016/1/5	250	2	500
14	4712933008300	掌家娘子09 (完)	2016/1/5	250	1	250
15	4712972650393	150種粥美味配方大收錄	2015/10/29	150	2	300
16	4712972650454	人氣輕食大收錄	2015/11/7	250	2	500
17	4712972650461	150種滷味滷汁大收錄	2015/11/11	150	2	300
18	4712972650478	366道傳家經典醬料年曆書	2015/11/10	150	2	300
19	4712972650485	一吃就上癮的蓋飯大收錄	2015/11/16	199	2	398
20	4712972650508	台灣人最愛麵食麵點大收錄	2015/10/31	250	2	500
21	4712972650515	最讚粥品小菜一次學會	2015/10/31	199	2	398
22	4712972650539	你最想學的異國料理大收錄	2015/10/31	250	2	500
23	4712972650560	沒有廚房也能做出好料理	2015/11/28	250	2	500
24	4712972650577	150道餐廳必點肉類料理	2015/11/28	150	2	300
25	4712972650591	肉類蛋料理怎麼做最好吃	2015/11/19	250	2	500
26	4712972650607	暖呼呼鍋物炸物料理大收錄	2015/11/19	250	2	500
27	4712972650614	家戶必備湯頭醬料配方大集合	2015/11/19	250	2	500
28	4712972650621	用電鍋微波爐做菜最方便	2015/11/23	199	2	398
29	4712972650638	炸雞怎麼做最好吃祕方大收錄	2015/12/4	250	2	500
30	4712972650645	150種最受歡迎咖哩醬完全收錄	2015/12/4	150	2	300
31	4712972650652	家庭必備早中晚餐大收錄	2015/11/23	250	2	500
32	4712972650669	超簡單一鍋解決一餐	2015/11/23	250	2	500
33	4712972650676	用平底鍋輕鬆做200道家常菜	2015/11/23	250	2	500
34	4712972650683	150 種一鍋煮料理	2015/12/11	150	2	300
35	4712972650713	無負擔輕食晚餐大收錄	2015/12/1	250	2	500
36	4712972650720	包子饅頭怎麼做最成功	2015/12/17	250	2	500
37	4712972650737	此生必學365道家常菜	2015/12/21	250	2	500
38	4714221605437	笑到歪腰 (歪腰郵筒超微型積木組合包)	2015/9/21	299	2	598
39	4714781869003	綺夢璇璣01	2015/7/6	250	2	500
40	4714781869010	綺夢璇璣02	2015/7/6	250	2	500
41	4714781869027	綺夢璇璣03	2015/7/6	250	2	500
42	4714781869034	綺夢璇璣04 (完)	2015/7/6	250	2	500
43	4714781869355	紅顏傾城01	2015/9/11	250	2	500
44	4714781869362	紅顏傾城02	2015/9/11	250	2	500
45	4714781869515	思召 (上)	2015/9/18	250	2	500
46	4714781869522	思召 (中)	2015/9/18	250	2	500
47	4714781869539	思召 (下)	2015/9/18	250	2	500
48	4714781869607	紅顏傾城05	2015/10/9	250	1	250
49	4714781869614	紅顏傾城06 (完結篇)	2015/10/9	250	1	250
50	4714781869744	田園錦繡03	2015/11/23	250	2	500

51	4714781869768	田園錦繡04	2015/12/1	250	2	500
52	4714781869799	田園錦繡05	2015/12/1	250	2	500
53	4714781869829	田園錦繡01	2015/11/6	250	2	500
54	4714781869836	田園錦繡02	2015/11/6	250	2	500
55	4714781869904	掌家娘子01	2015/11/23	250	2	500
56	4714781869911	掌家娘子02	2015/11/23	250	2	500
57	4714781869966	農家小媳婦01	2015/12/7	250	1	250
58	4714781869973	農家小媳婦02	2015/12/7	250	1	250
59	4714781869980	農家小媳婦03	2015/12/7	250	1	250
60	4715443027465	流行風玻璃罐沙拉	2015/7/31	168	2	336
61	4717702089474	聽狗在說話：人與狗溝通的藝術	2015/3/3	340	2	680
62	4717702089757	超高效心智圖學習法	2015/7/30	260	2	520
63	4717702090142	好起來的力量（好讀大字版）	2015/8/4	280	2	560
64	4717702091835	陰道：使用者手冊	2015/11/10	300	2	600
65	4717702267582	網購美食宅幸福	2015/8/13	250	2	500
66	4718016013421	來來貓番外篇：往日回憶	2015/7/8	220	2	440
67	9781625032515	《約會》短篇小說集	2015/12/1	300	2	600
68	9781625032553	十五首聖詩合唱曲（中英雙語版）	2015/11/1	270	2	540
69	9781630320287	構陷江青：毛澤東晚年的夫人與女人	2015/8/12	399	2	798
70	9781630320300	中國新一輪反腐	2015/12/12	429	2	858
71	9781630329112	中共治國術	2015/4/29	399	2	798
72	9781630329228	主宰中國商場的人物：機遇、才能和關係	2015/9/4	399	2	798
73	9781630329303	救黨：習近平與王岐山	2015/11/7	419	2	838
74	9789570846560	黑水	2015/12/1	290	2	580
75	9789571059617	淚水狂魔	2015/5/12	260	2	520
76	9789571060224	復仇教室	2015/6/19	280	2	560
77	9789571060583	真愛時差	2015/7/17	300	2	600
78	9789571060729	正義·逆位	2015/7/21	260	2	520
79	9789571060743	靈機一動的機率：經濟學探員伏見真守	2015/7/21	280	2	560
80	9789571060941	快樂冠軍：簡愷樂	2015/9/11	360	2	720
81	9789571061214	信任遊戲	2015/9/8	300	2	600
82	9789571061245	最後一個祕密	2015/12/15	300	2	600
83	9789571063164	一騎當千23	2015/12/9	130	2	260
84	9789571363325	這樣那樣生活的訣竅	2015/7/30	280	2	560
85	9789571363400	骨盤枕名醫親授一分鐘神奇視力回復法：	2015/10/5	260	2	520
86	9789571363585	唐師貳章：扭轉乾坤	2015/10/5	250	2	500
87	9789571363622	請勿對號入座	2015/9/21	260	2	520
88	9789571363752	父親的靈魂在雨中飄升	2015/9/21	280	2	560
89	9789571363882	語不驚人毛不休	2015/9/21	260	2	520
90	9789571363905	青天白日下的秘密：國安情報上校李天鐸	2015/9/21	320	2	640
91	9789571364179	錢氏女	2015/10/5	220	2	440
92	9789571364483	和食古早味：你不知道的日本料理故事	2015/11/9	320	2	640
93	9789571364575	歷史課聽不到的奇聞：那些你不知道的醫	2015/11/16	300	2	600
94	9789571364605	我們住在水中	2015/11/23	260	2	520
95	9789571364636	風水！有關係這樣做好運一定來職場必勝	2015/12/11	320	2	640
96	9789571364667	海之子	2015/12/31	230	2	460
97	9789571364711	搞鬼	2015/12/4	160	2	320
98	9789571364728	真正有效的不累處方：日本最權威醫學博	2015/12/14	250	2	500
99	9789571364742	粥療：中老年人益壽、小兒補營養、健胃	2015/12/7	350	2	700
100	9789571364780	你會用英文吵架嗎？：外商經理人教你最	2015/12/22	280	2	560
101	9789572244814	創造屬於自己的圖案：平面設計師嚴選10	2015/11/19	320	2	640
102	9789573277507	金魚缸	2015/11/27	300	2	600
103	9789573331353	店長，我有戀愛煩惱	2015/2/9	250	2	500
104	9789573331759	台北游藝	2015/8/3	300	2	600

105	9789573331964	邪惡家族	2015/11/30	280	2	560
106	9789573331971	哦YA! 這樣旅行就對了	2015/11/30	299	2	598
107	9789573331988	歡迎回來, 旅人	2015/12/7	300	2	600
108	9789573614692	圓夢人生	2015/9/1	300	2	600
109	9789574327522	七月流火	2015/10/5	270	2	540
110	9789574613014	如何用英語介紹台灣	2015/7/6	280	2	560
111	9789575168629	花結〈全〉	2015/12/11	100	2	200
112	9789575168667	兔兔茶杯〈全〉	2015/12/4	100	2	200
113	9789575504564	活出智慧的生活	2015/11/12	240	2	480
114	9789575986841	生死50問	2015/11/1	180	2	360
115	9789575986889	正信的佛教(大字版)	2015/12/1	150	2	300
116	9789576395901	千年之淚	2015/7/20	280	2	560
117	9789576599927	每個午夜都住著一個詭故事V: 情劫難逃	2015/9/11	119	2	238
118	9789576599934	每個午夜都住著一個詭故事VI: 墓室來客	2015/9/11	119	2	238
119	9789578006546	三國演義英雄豪傑·演繹36計	2015/2/5	299	2	598
120	9789578006669	化吉避凶: 開運民俗寶典	2015/4/1	350	2	700
121	9789578007208	華陀神醫: 治病秘典(扁鵲樓·珍藏本)	2015/10/7	299	2	598
122	9789578007376	腸道健康代謝好, 便秘少	2015/12/2	299	2	598
123	9789578007420	水滸傳精髓演繹·活用36計	2015/12/9	299	2	598
124	9789578017818	全世界都不了解中國人	2015/11/4	300	2	600
125	9789578039681	為什麼有錢人都用零錢包? 想要年收入10	2015/6/29	260	2	520
126	9789578039704	我在哈佛、麥肯錫學到的一流工作術	2015/8/3	260	2	520
127	9789578039797	放手, 是最好的祝福	2015/8/31	280	2	560
128	9789860448870	臺灣風險十堂課: 食安、科技與環境	2015/8/31	250	2	500
129	9789860458497	坐巴士遊台南: 走走、停停、享生活	2015/12/7	320	2	640
130	9789860460827	1950年代初期國軍軍事反攻之研究	2015/11/1	300	2	600
131	9789860464252	崛起—中共與區域安全(精裝)	2015/11/1	310	2	620
132	9789861302805	人體排寒手冊: 【傷寒雜病論】的養生大	2015/11/6	300	2	600
133	9789861302973	失心瘋! 我愛文具開好運: 日本權威開運	2015/11/6	250	2	500
134	9789861335056	漫畫中醫方劑篇: 看懂中藥方劑, 發揮最	2015/11/30	280	2	560
135	9789861335544	英派: 點亮台灣的這一哩路	2015/9/24	300	2	600
136	9789861342580	一杯咖啡的商業啟示: 從最飽和的市場	2015/7/27	270	2	540
137	9789861469355	英雄無淚(全)	2015/6/10	240	2	480
138	9789861614908	帶孩子遇見幸福的100種方法: 不可思議	2015/12/1	280	2	560
139	9789861754109	真人實證! 我靠吸引力法則賺到三千萬	2015/11/25	250	2	500
140	9789861783673	最後致意	2015/9/12	169	2	338
141	9789861794198	瑞典人為什麼都不會累?: 遠離疲勞, 快	2015/11/13	300	2	600
142	9789861922614	德國, 打工度假	2015/10/31	300	2	600
143	9789861922645	牙醫的人生小學堂	2015/12/1	220	2	440
144	9789862101070	扣人心弦的細膩手繪術: 教你用水彩妝點	2015/3/30	300	2	600
145	9789862135716	人間詞話七講	2015/1/1	300	2	600
146	9789862136201	中共開國領袖淘寶祕聞	2015/7/27	350	2	700
147	9789862136744	您的肩膀50歲了嗎	2015/12/8	350	2	700
148	9789862353387	烈酒一滴	2015/12/3	380	2	760
149	9789862354544	你所不知道的IS: 40個關鍵面向, 全面理	2015/7/18	280	2	560
150	9789862354766	墜落之際	2015/12/2	340	2	680
151	9789862429495	親愛的乾妹妹	2015/9/4	200	2	400
152	9789862429501	一抱換金主	2015/9/4	200	2	400
153	9789862429518	爺想入贅	2015/9/4	200	2	400
154	9789862429525	吾家奇內助之灶房滿香	2015/9/18	220	2	440
155	9789862429532	吾家齊內助之藥嫁國公爺	2015/9/18	200	2	400
156	9789862429549	吾家奇內助之鑒寶財妻	2015/9/18	250	2	500
157	9789862429679	苦窯是金窩之拐妻有密招	2015/12/4	220	2	440
158	9789862429686	苦窯是金窩之終結肉食男	2015/12/4	200	2	400

159	9789862429693	爆肝小助理	2015/12/4	200	2	400
160	9789862471357	猜謎·俏皮話·俗語·諺語集錦	2015/1/1	150	2	300
161	9789862471449	消災·解厄·開運·招財符咒秘訣	2015/7/1	280	2	560
162	9789862484746	送到家門口的經營學：宅急便之父小倉昌	2015/9/4	320	2	640
163	9789862485163	以愛告別：母親教我的30個人生課題	2015/12/4	350	2	700
164	9789862716564	順流致富GPS：從擺脫負債到億萬身價的\$	2015/11/25	320	2	640
165	9789862728932	那些電影教我的事：那些一個人的事、	2015/10/29	280	2	560
166	9789862729229	用十張地圖看懂全球政經局勢	2015/11/13	360	2	720
167	9789862729274	姚莉：永遠綻放的玫瑰	2015/12/12	320	2	640
168	9789862729328	效果驚人！1：1逆齡步行法：一週一小時	2015/12/10	270	2	540
169	9789862729397	如果當時相信愛情	2015/12/10	200	2	400
170	9789862817780	怎樣說「不」有技巧！	2015/6/4	230	2	460
171	9789862857397	再為新婦〈上〉	2015/12/1	230	2	460
172	9789862857403	再為新婦〈下〉	2015/12/1	230	2	460
173	9789862859544	贅腳小秘書	2015/11/19	190	2	380
174	9789862886335	閒夫值萬金	2015/9/9	240	2	480
175	9789862886342	奴役千歲爺	2015/9/9	200	2	400
176	9789862886359	黑宅管家婆	2015/9/23	200	2	400
177	9789862886366	冷妃振妻威	2015/9/23	200	2	400
178	9789862886373	挖角萬能妻	2015/9/23	200	2	400
179	9789862886465	小婢養爺	2015/11/18	200	2	400
180	9789862886472	神醫河東獅	2015/11/18	220	2	440
181	9789862886489	美夫如蠟	2015/11/18	250	2	500
182	9789862886496	鄰家後媽	2015/12/9	200	2	400
183	9789862886502	太座年紀小	2015/12/9	200	2	400
184	9789862892268	上海地鐵地圖快易通：圖解搭地鐵×五天	2015/8/21	299	2	598
185	9789862941102	鞦韆的彼方	2015/8/5	290	2	580
186	9789862941119	大樹開花	2015/8/5	280	2	560
187	9789862967959	臣服之鞭下之愛〈上〉	2015/10/21	200	2	400
188	9789862967966	臣服之鞭下之愛〈下〉	2015/10/21	200	2	400
189	9789862967973	妻為上〈上〉	2015/10/14	240	2	480
190	9789862967980	妻為上〈中〉	2015/10/14	240	2	480
191	9789862967997	妻為上〈下〉	2015/10/14	240	2	480
192	9789862968086	世子〈上〉	2015/11/25	200	2	400
193	9789862968093	世子〈下〉	2015/11/25	200	2	400
194	9789863022787	官官相護	2015/12/10	240	2	480
195	9789863166559	一帶一路東南亞智慧	2015/8/12	270	2	540
196	9789863208334	何不認真來悲傷	2015/9/25	300	2	600
197	9789863208556	沒有走完的總統路：鐵悍柔情洪秀柱	2015/12/1	380	2	760
198	9789863208723	成大事者不糾結	2015/11/25	330	2	660
199	9789863208778	吹風機溫灸術：穴道熱熱吹，病痛快快好	2015/11/20	240	2	480
200	9789863230892	御前孤娘	2015/11/27	300	2	600
201	9789863231226	菩薩再來	2015/6/16	300	2	600
202	9789863231301	風與蝸牛：在一起很美好	2015/9/10	280	2	560
203	9789863231318	第三天堂	2015/9/11	280	2	560
204	9789863231431	八月之光〈上〉	2015/12/5	280	2	560
205	9789863231448	八月之光〈下〉	2015/12/5	320	2	640
206	9789863263449	陽光照在需要它的地方：字向詩選	2015/10/1	230	2	460
207	9789863284178	撲倒小綿羊	2015/7/31	49	2	98
208	9789863285199	寡妻怕夫纏01	2015/11/20	250	2	500
209	9789863285205	寡妻怕夫纏02	2015/11/20	250	2	500
210	9789863285212	寡妻怕夫纏03	2015/11/27	250	2	500
211	9789863285229	寡妻怕夫纏04	2015/11/27	250	2	500
212	9789863285236	寡妻怕夫纏05（完）	2015/11/27	250	2	500

213	9789863285243	錦繡重生01	2015/12/4	250	2	500
214	9789863285250	錦繡重生02	2015/12/4	250	2	500
215	9789863285267	錦繡重生03	2015/12/11	250	2	500
216	9789863285274	錦繡重生04〈完〉	2015/12/11	250	2	500
217	9789863318347	盲目的愛戀與友情	2015/9/25	280	2	560
218	9789863318927	滿滿幸福的味道！75道超下飯日式家常菜	2015/11/26	260	2	520
219	9789863318958	改善視力+集中力UP！給兒童的每日護眼	2015/11/27	220	2	440
220	9789863318965	經典刀具事典：突擊刀、軍用刀、瑞士刀	2015/11/26	300	2	600
221	9789863354369	侯爺今宵多貞重	2015/9/11	200	2	400
222	9789863354390	先生少根筋	2015/9/11	200	2	400
223	9789863354406	旋轉愛	2015/10/8	200	2	400
224	9789863354413	大哥來點愛	2015/10/8	200	2	400
225	9789863354437	淑女未婚妻	2015/11/27	200	2	400
226	9789863354444	我在現代當大神	2015/11/27	200	2	400
227	9789863354468	前夫不安分	2015/12/25	200	2	400
228	9789863354475	美男調教守則～馴龍高手 黑龍篇	2015/12/11	200	2	400
229	9789863354482	侯爺長命又百睡	2015/12/11	200	2	400
230	9789863354499	猛男馴服日記～馴龍高手 白龍篇	2015/12/11	260	2	520
231	9789863360889	開始到日本打工度假	2015/10/31	300	2	600
232	9789863423669	Gary, 你為什麼不愛我? : 歐巴桑少女鼻	2015/10/3	300	2	600
233	9789863424291	如何有感表達：重點不是你想說什麼，而	2015/8/7	280	2	560
234	9789863424352	為什麼菁英都是清單控? : 紓解焦慮，提	2015/8/22	300	2	600
235	9789863424468	好企劃一頁剛剛好：簡單四步驟OGSM，再	2015/10/3	300	2	600
236	9789863425182	一雙鞋，化身巴黎型女	2015/12/18	300	2	600
237	9789863442011	現代爸爸（經典紀念珍藏版）	2015/8/4	260	2	520
238	9789863442837	世界惡女大全：淫亂、殘虐又強欲的美人	2015/11/4	320	2	640
239	9789863460893	花式撞球百例技巧分析	2015/10/1	280	2	560
240	9789863460923	轉世·前世占卜	2015/12/1	240	2	480
241	9789863460954	《黃帝內經》和《本草綱目》的中老年養	2015/12/1	280	2	560
242	9789863476863	屬於我的咖啡館(暢銷著色畫燙金書衣珍	2015/8/31	280	2	560
243	9789863477013	一次就畫出美麗紓壓的禪繞畫	2015/7/30	280	2	560
244	9789863478133	簡筆畫10000例手繪大全：大小朋友與親	2015/11/27	280	2	560
245	9789863478713	黑白花意：秘密花園裡的87款絕美花之繪	2015/12/14	280	2	560
246	9789863490852	刮刮全經絡：暢通人體筋脈，氣血能活絡	2015/10/24	299	2	598
247	9789863490869	揉揉腳丫子：精準足療按摩不求人，血液	2015/10/24	299	2	598
248	9789863490883	按按神奇穴：對症穴位輕鬆按揉推，鎮靜	2015/10/24	299	2	598
249	9789863490906	搭地鐵·玩香港	2015/11/25	360	2	720
250	9789863500933	漂浪的小羊	2015/9/14	260	2	520
251	9789863521631	七星龍王（全）	2015/5/1	240	2	480
252	9789863521792	首席駭客01：駭客驚世	2015/6/21	199	2	398
253	9789863521808	首席駭客02：終極密碼	2015/6/21	199	2	398
254	9789863521815	首席駭客03：幕後高人	2015/7/21	199	2	398
255	9789863521822	首席駭客04：駭客聖殿	2015/7/21	199	2	398
256	9789863521839	首席駭客05：連環圈套	2015/8/21	199	2	398
257	9789863521846	首席駭客06：何方神聖	2015/8/21	199	2	398
258	9789863521853	首席駭客07：風雲際會	2015/9/21	199	2	398
259	9789863521860	首席駭客08：網路戰爭	2015/9/21	199	2	398
260	9789863521877	首席駭客之09：定海神針	2015/10/21	199	2	398
261	9789863521884	首席駭客之10：關鍵線索	2015/10/21	199	2	398
262	9789863521891	首席駭客之11：趁火打劫	2015/11/21	199	2	398
263	9789863521907	首席駭客之12：最強神人（完）	2015/11/21	199	2	398
264	9789863522102	老闆想的和你不一樣	2015/6/21	280	2	560
265	9789863522119	衛斯理傳奇之後備（含後備、換頭記）	2015/7/22	240	2	480
266	9789863522690	血鸚鵡（上）	2015/11/21	240	2	480

267	9789863522706	血鸚鵡（下）	2015/11/21	240	2	480
268	9789863570288	精神疾病的家族密碼：談精神醫學與遺傳	2015/10/16	240	2	480
269	9789863570448	珍愛生命，希望無限：讓我們一同走過憂鬱	2015/11/13	240	2	480
270	9789863581925	暗戰：真實謊言	2015/7/1	298	2	596
271	9789863581963	導盲犬留日行不行？	2015/7/31	180	2	360
272	9789863591542	一人靜	2015/10/2	280	2	560
273	9789863591733	你（穿著木屐）踩過天鵝屍體嗎？	2015/10/1	270	2	540
274	9789863591757	被遺忘的亞洲碎片：那一段不為人知的底層	2015/10/1	280	2	560
275	9789863591917	15萬人都愛用的毛巾頸枕：滑手機、看電視	2015/12/2	220	2	440
276	9789863612377	神鬼獵人	2015/12/9	350	2	700
277	9789863612384	第13個禮物：一個真實發生在聖誕節的祝福	2015/12/9	300	2	600
278	9789863640752	晚餐與便當一次搞定（中英對照）	2015/11/5	390	2	780
279	9789863666608	雪翼的芙莉吉亞（全）	2015/10/16	220	2	440
280	9789863666677	冰境的艾瑪莉莉絲（全）	2015/10/16	260	2	520
281	9789863667070	為美好的世界獻上祝福！05：爆裂紅魔Le	2015/10/16	200	2	400
282	9789863700630	千萬挑對鞋：史上最強「選鞋」專書	2015/10/6	300	2	600
283	9789863700739	膝痛急診室：骨關節炎治療×照護專書	2015/11/25	300	2	600
284	9789863731627	肌膚按摩：能瘦小臉、纖美腿	2015/7/13	280	2	560
285	9789863731658	營養師親身體驗：瘦身輕飲食	2015/7/28	280	2	560
286	9789863731665	就用這64招伸展操，肩頸痠痛全消除	2015/9/16	250	2	500
287	9789863731764	100%降血糖祕笈	2015/10/15	320	2	640
288	9789863731771	腰痛自療：風靡日本的驚人狂銷健腰術	2015/10/15	320	2	640
289	9789863731849	圖說36計故事	2015/9/25	350	2	700
290	9789863732020	日本骨科名醫治好腰痛祕訣	2015/11/6	320	2	640
291	9789863732051	小腿肚是第二顆心臟	2015/10/27	280	2	560
292	9789863732273	2016年星座運程每天幫你解運勢	2015/12/28	360	2	720
293	9789863732280	2016年生肖運程每天幫你解運勢	2015/12/28	360	2	720
294	9789863732532	健檢報告異常你該怎麼辦？	2015/10/29	320	2	640
295	9789863732594	腸保健康便秘不再來	2015/10/30	280	2	560
296	9789863732730	李建軍教你解開手相密碼	2015/10/23	320	2	640
297	9789863753377	升職、加薪，就靠職場小心機：老闆沒說	2015/7/17	280	2	560
298	9789863753384	蘋果肌不難	2015/6/22	260	2	520
299	9789863753445	給媽媽的小情書：為妳，繪下思念	2015/6/25	260	2	520
300	9789863753902	為什麼登山不該募款？：領導者要思考的	2015/7/30	320	2	640
301	9789863754190	大中華圈：從網絡型世界觀，窺探台灣的	2015/9/17	320	2	640
302	9789863754367	自己種出療癒力！：我的家庭藥用菜園	2015/9/11	300	2	600
303	9789863754596	古老又時尚：瑜伽，讓你聽見身體的聲音	2015/10/8	280	2	560
304	9789863755043	讓你的身體深休息：瑜伽・冥想・飲食三合	2015/10/30	260	2	520
305	9789863755340	看手知全身：解讀掌紋，辨清體質，防病	2015/12/4	300	2	600
306	9789863755579	即刻打造服裝飾品描繪全技法 Start Now	2015/12/4	299	2	598
307	9789863755630	24節氣手作醋食帖：1珍味×2果醋，天然	2015/12/21	350	2	700
308	9789863770664	圖解火砲	2015/7/1	280	2	560
309	9789863770787	世界軍服大圖鑑：從二次世界大戰到現代	2015/7/1	380	2	760
310	9789863771227	圖解戰鬥機空戰戰術技法	2015/11/3	320	2	640
311	9789863771319	日本名勝解剖圖鑑	2015/11/25	300	2	600
312	9789863771326	沖一杯好咖啡	2015/11/25	350	2	700
313	9789863792123	黑與白的廝殺：鬥智、練氣、比耐力	2015/9/30	300	2	600
314	9789863810483	第一天上班就要學的超效率思考術	2015/9/19	250	2	500
315	9789863810537	寫一手漂亮花體英文字Calligraphy ABC	2015/11/25	299	2	598
316	9789863810575	糖尿病美味家常菜	2015/12/25	280	2	560
317	9789863810674	小孩身體不適飲食法	2015/12/25	250	2	500
318	9789863860150	Travel Guide東京	2015/12/14	299	2	598
319	9789863870449	兩代人的十二月	2015/9/11	280	2	560
320	9789863890812	有點卑鄙不犯法	2015/8/11	230	2	460

321	9789863920229	AK-47 槍王之王	2015/7/1	320	2	640
322	9789863920335	影響世界歷史的50場戰爭	2015/10/29	350	2	700
323	9789863951216	大丈夫何患無妻	2015/11/19	190	2	380
324	9789863951674	腳鐐皇后〈上〉	2015/12/1	250	2	500
325	9789863951681	腳鐐皇后〈中〉	2015/12/1	250	2	500
326	9789863951698	腳鐐皇后〈下〉	2015/12/1	250	2	500
327	9789863951704	巧手繡娘01	2015/11/24	250	2	500
328	9789863951711	巧手繡娘02	2015/11/24	250	2	500
329	9789863951728	巧手繡娘03	2015/11/24	250	2	500
330	9789863951735	巧手繡娘04〈完〉	2015/11/24	250	2	500
331	9789863951766	秘書馴總裁	2015/11/19	190	2	380
332	9789863980988	被賞識的技術：找到職涯贊助人，掌握改變命運的契機	2015/9/25	300	2	600
333	9789863981046	從此上班不委屈：15招搞定主管，別讓自己受委屈	2015/9/25	280	2	560
334	9789863981138	打造身體一生不動怒的方法：如何整頓自己	2015/10/28	280	2	560
335	9789863981213	要美也要長壽：長壽美人如何做到不失智	2015/11/26	300	2	600
336	9789864000470	蝴蝶	2015/7/9	270	2	540
337	9789864000623	歇一歇	2015/11/20	220	2	440
338	9789864000869	人妻7件事：勿惡、勿懶、勿笨；務修婦德	2015/11/20	240	2	480
339	9789864010509	掌握骨骼！最科學馬拉松優勝完跑	2015/10/19	280	2	560
340	9789864010516	子宮粉紅色保養Lesson	2015/11/6	250	2	500
341	9789864010547	LOVE & SEX浪漫兩人的療癒料理	2015/11/16	280	2	560
342	9789864010578	大田忠道親授！日本料理入門課	2015/11/16	280	2	560
343	9789864010592	真的簡單！第一次就烤出香濃磅蛋糕	2015/11/28	250	2	500
344	9789864020935	紫禁城裡的洋大臣	2015/10/27	280	2	560
345	9789864060306	最終點	2015/12/10	260	2	520
346	9789864080670	多肉迷：買肉、種肉、玩肉、看肉！從市場到居家	2015/8/15	249	2	498
347	9789864092253	星武神徒01	2015/7/8	170	2	340
348	9789864092260	星武神徒02	2015/7/8	170	2	340
349	9789864092277	星武神徒03	2015/7/22	170	2	340
350	9789864092284	星武神徒04	2015/8/5	170	2	340
351	9789864095179	星武神徒05	2015/8/19	170	2	340
352	9789864095186	星武神徒06	2015/9/2	170	2	340
353	9789864096114	星武神徒07	2015/9/16	170	2	340
354	9789864096442	星武神徒08	2015/9/30	170	2	340
355	9789864096985	星武神徒09	2015/10/14	170	2	340
356	9789864097548	星武神徒10〈完〉	2015/10/23	170	1	170
357	9789864097968	貴女齊家01	2015/12/9	250	2	500
358	9789864097975	貴女齊家02	2015/12/9	250	2	500
359	9789864097982	貴女齊家03	2015/12/16	250	2	500
360	9789864097999	貴女齊家04	2015/12/16	250	2	500
361	9789864098002	貴女齊家05〈完〉	2015/12/16	250	2	500
362	9789864098101	有夫如此01	2015/12/9	250	2	500
363	9789864098118	有夫如此02	2015/12/9	250	2	500
364	9789864098125	有夫如此03	2015/12/16	250	2	500
365	9789864098132	有夫如此04	2015/12/16	250	2	500
366	9789864098149	有夫如此05	2015/12/23	250	2	500
367	9789864098156	有夫如此06〈完〉	2015/12/23	250	2	500
368	9789864099177	道醫風流06	2015/12/16	170	2	340
369	9789864110209	生死轉念：唯有放下才是真正的慈悲	2015/11/13	250	2	500
370	9789864138357	臺灣名人故事	2015/10/14	168	2	336
371	9789864310715	春天小河令人怦然心動（全）	2015/11/26	100	2	200
372	9789864430369	我不是天才，我是好人才：自古成功靠勤	2015/9/12	250	2	500
373	9789864430420	更年期，好自在【修訂版】	2015/10/14	300	2	600
374	9789864430536	最新枕頭健康法：換枕頭，就能變健康	2015/11/13	250	2	500

375	9789864430543	子宮頸癌：從檢查到診斷、後續治療與術後生活	2015/11/13	250	2	500
376	9789864430550	健康喝咖啡：咖啡有益健康的神奇密碼	2015/12/11	290	2	580
377	9789864430642	關節使用手冊：人體關節的使用與保養	2015/12/11	250	2	500
378	9789864430659	血管年輕，就能延年益壽：膠原蛋白的血液清道夫	2015/12/11	280	2	560
379	9789864450510	蛇嬰石：長篇驚悚懸疑小說	2015/12/12	300	2	600
380	9789864450619	一個人的朝聖之路：28天徒步慢遊西班牙	2015/11/30	320	2	640
381	9789864450671	午夜之暗	2015/12/21	220	2	440
382	9789864450725	不婚的56個秘密	2015/12/21	280	2	560
383	9789864500192	B1過刊室	2015/9/30	280	2	560
384	9789864500284	去過敏的三種方法	2015/12/11	260	2	520
385	9789864500307	左手的繆思	2015/12/1	260	2	520
386	9789864510276	WHY? 音樂	2015/11/1	320	2	640
387	9789864530045	黃色笑彈草死你	2015/12/14	220	2	440
388	9789864650033	繡娘伴拙夫01	2015/9/9	240	2	480
389	9789864650040	繡娘伴拙夫02	2015/9/9	240	2	480
390	9789864650057	繡娘伴拙夫03（完）	2015/9/9	240	2	480
391	9789864650064	鎮國丫鬟（上）	2015/9/9	250	2	500
392	9789864650071	鎮國丫鬟（下）	2015/9/9	250	2	500
393	9789864650088	望妻入宅01	2015/9/16	250	2	500
394	9789864650095	望妻入宅02	2015/9/16	250	2	500
395	9789864650101	望妻入宅03	2015/9/16	250	2	500
396	9789864650118	望妻入宅04	2015/9/23	250	2	500
397	9789864650125	望妻入宅05	2015/9/23	250	2	500
398	9789864650132	望妻入宅06（完）	2015/9/23	250	2	500
399	9789864650149	萬事有爺頂（上）	2015/9/16	250	2	500
400	9789864650156	萬事有爺頂（下）	2015/9/16	250	2	500
401	9789864650163	爺兒壞心眼	2015/9/23	250	2	500
402	9789864650170	萬歲，萬萬歲	2015/9/23	250	2	500
403	9789864650521	宅心仁后（上）	2015/11/18	260	2	520
404	9789864650538	宅心仁后（下）	2015/11/18	260	2	520
405	9789864650545	翩翩良妻卷一	2015/11/25	240	2	480
406	9789864650552	翩翩良妻卷二	2015/11/25	240	2	480
407	9789864650569	翩翩良妻卷三（完）	2015/11/25	240	2	480
408	9789864650576	乞兒醫娘卷一	2015/11/25	250	2	500
409	9789864650583	乞兒醫娘卷二	2015/11/25	250	2	500
410	9789864650590	乞兒醫娘卷三	2015/12/2	250	2	500
411	9789864650606	乞兒醫娘卷四	2015/12/2	250	2	500
412	9789864650613	乞兒醫娘卷五（完）	2015/12/2	250	2	500
413	9789864650620	貴女不吃虧（上）	2015/12/2	250	2	500
414	9789864650637	貴女不吃虧（下）	2015/12/2	250	2	500
415	9789864650644	農華富貴卷一	2015/12/9	250	2	500
416	9789864650651	農華富貴卷二	2015/12/9	250	2	500
417	9789864650668	農華富貴卷三	2015/12/16	250	2	500
418	9789864650675	農華富貴卷四（完）	2015/12/16	250	2	500
419	9789864650682	御賜良媳（上）	2015/12/9	240	2	480
420	9789864650699	御賜良媳（下）	2015/12/9	240	2	480
421	9789864650705	必娶十兩妻	2015/12/9	250	2	500
422	9789864670017	興宅啞妻（上）	2015/9/16	250	2	500
423	9789864670024	興宅啞妻（中）	2015/9/16	250	2	500
424	9789864670031	興宅啞妻（下）	2015/9/16	250	2	500
425	9789865607050	從情書開始	2015/12/15	180	2	360
426	9789865611033	男性養生：防治男人常見病，強身健體，延年益壽	2015/10/7	280	2	560
427	9789865611040	樂齡養生調理：四季五臟調養抗老防衰對策	2015/11/10	280	2	560
428	9789865612047	成熟大人的吵架技術：被凹、被扯後腿，被搶先發制人	2015/10/2	300	2	600

429	9789865612092	中國，失控中：大陸的機會和危險都失控	2015/10/29	320	2	640
430	9789865612139	丟掉50樣東西，找回100分人生（為50000	2015/11/28	300	2	600
431	9789865616175	日語發音快速入門：初學者的第一本日語	2015/7/1	249	2	498
432	9789865617400	無聲告白	2015/11/30	360	2	720
433	9789865618582	大齡村姑卷四	2015/7/1	240	2	480
434	9789865618599	大齡村姑卷五（完）	2015/7/1	240	2	480
435	9789865618780	掌家賢妻03	2015/7/29	250	2	500
436	9789865618797	掌家賢妻04（完）	2015/7/29	250	2	500
437	9789865618827	醫門好媳婦03	2015/8/5	250	2	500
438	9789865618834	醫門好媳婦04	2015/8/5	250	2	500
439	9789865618841	醫門好媳婦05	2015/8/5	250	2	500
440	9789865618858	醫門好媳婦06	2015/8/12	250	2	500
441	9789865618865	醫門好媳婦07（完）	2015/8/12	250	2	500
442	9789865626242	平淡的幸福，是人生最濃烈的風景	2015/6/17	280	2	560
443	9789865626266	挫折和困境，是人生最好的禮物	2015/7/22	200	2	400
444	9789865636265	36計新解	2015/8/4	240	2	480
445	9789865636401	中醫醋療寶典：用醋也能快速治百病	2015/12/8	240	2	480
446	9789865657550	全球No.1民宿網airbnb帶你住進全世界的	2015/8/20	280	2	560
447	9789865660949	厚黑聖人曹操01：禽獸與人〈全新修訂〉	2015/10/20	149	2	298
448	9789865660956	厚黑聖人曹操02：絕對奸雄（完）〈全新	2015/10/20	149	2	298
449	9789865664169	爸爸33變	2015/7/30	270	2	540
450	9789865665272	簡單&有趣の食物造型120	2015/12/3	280	2	560
451	9789865671716	深層肌止痛大圖鑑：精準找出激痛點，壓	2015/10/7	299	2	598
452	9789865671761	不能說話，但我仍然可以對全世界微笑：	2015/12/2	250	2	500
453	9789865671808	小洋葱媽媽的寶物箱	2015/12/11	299	2	598
454	9789865674144	名門正妻卷六：情郎福妻花開春暖（完）	2014/7/29	250	2	500
455	9789865683481	真希望回到20歲的體重：日本減肥名醫教	2015/8/13	280	2	560
456	9789865683542	3天改變體質的斷糖飲食：小心！！糖是	2015/7/16	280	2	560
457	9789865683566	談判絕學：”世界談判之神“史都華·戴	2015/7/30	300	2	600
458	9789865683597	驚人的超慢跑瘦身法：「燃燒熱量」是走	2015/8/13	280	2	560
459	9789865683641	玻璃罐排毒水DETOX WATER【法國藍帶甜	2015/9/3	250	2	500
460	9789865683696	養出零蛀牙·獨立的孩子0-6歲牙齒保健術	2015/10/29	280	2	560
461	9789865683801	改善脖子僵硬：身體90%的疼痛都會消失	2015/11/27	280	2	560
462	9789865683825	3天斷糖圖解實踐版：日本名醫的斷糖食	2015/12/24	280	2	560
463	9789865688226	戰略·戰術·兵器事典vol. 22：歐洲中世紀	2015/6/10	300	2	600
464	9789865690601	比薩斜塔上的伽利略	2015/7/5	280	2	560
465	9789865690625	探究生命之源的達爾文	2015/8/1	280	2	560
466	9789865695187	創業時，老闆們上「知乎」聊什麼？：華	2015/7/23	330	2	660
467	9789865695262	新型職場：超多元部屬時代的跨差異人際	2015/8/8	320	2	640
468	9789865706791	鬼骨拼圖：鬼墓屍花	2015/9/30	170	2	340
469	9789865706937	超一流菁英の「健康」奧祕	2015/11/5	300	2	600
470	9789865706944	健康活力到100歲的關鍵就在「早晨」！	2015/11/5	250	2	500
471	9789865710156	亂世為王01	2015/12/9	300	2	600
472	9789865710163	亂世為王02	2015/12/9	300	2	600
473	9789865710170	亂世為王03	2015/12/9	300	2	600
474	9789865710187	亂世為王04（完）	2015/12/9	300	2	600
475	9789865710262	紳士的莊園（上）	2015/12/9	300	2	600
476	9789865710279	紳士的莊園（下）	2015/12/9	300	2	600
477	9789865718510	越吃越瘦：低卡燃脂瘦身食物，吃再多都	2015/11/25	270	2	540
478	9789865719678	好朋友的大小事：吳大真教授給你健康美	2015/12/3	320	2	640
479	9789865724580	新手也會做吃了會微笑的起司蛋糕	2015/12/10	280	2	560
480	9789865728489	用小錢這樣做也能成為千萬包租公：一次	2015/7/9	280	2	560
481	9789865728649	老木吼不吼：艾莉媽的育兒趣事	2015/12/10	300	2	600
482	9789865729790	紅太陽沒有照到我身上	2015/7/27	200	2	400

483	9789865734374	因是子靜坐法（正・續篇）岡田式靜坐法	2015/10/30	200	2	400
484	9789865755409	減壓又助眠，甜睡到天亮	2015/10/7	280	2	560
485	9789865755423	吃好不吃藥，輕鬆吃出好氣色	2015/11/11	280	2	560
486	9789865756451	良好的健康飲食可以預防與治療癌症	2015/10/1	220	2	440
487	9789865757472	宋美齡的美麗與哀愁	2015/12/10	360	2	720
488	9789865760366	20種必吃的養生蔬食	2015/12/31	280	2	560
489	9789865767709	貓咪肉肉彩鉛國：一支筆、一盆多肉、一	2015/6/17	320	2	640
490	9789865770914	台灣政府閉口不提的中國戰力報告：解放	2015/7/9	340	2	680
491	9789865786489	可不可以不要吃藥！史上最完整的離毒自	2015/10/28	299	2	598
492	9789865786540	關於健康，你都做對了嗎？：1000個不可	2015/12/2	220	2	440
493	9789865788520	那些年，我們都曾受過愛情的傷	2015/8/19	240	2	480
494	9789865798543	凝視：鄭炯明詩集	2015/7/1	250	2	500
495	9789865798567	不死鳥	2015/7/1	250	2	500
496	9789865812133	謝謝你，紐約	2015/12/1	250	2	500
497	9789865819774	生物異世界：香蕉為什麼沒有籽	2015/6/15	220	2	440
498	9789865824518	倫敦：老派優雅的氣味	2015/12/9	320	2	640
499	9789865834982	超健康對症健走法：走路治百病改善效果	2015/9/2	280	2	560
500	9789865837396	人為什麼會生病：（華德福教育創辦人）	2015/11/2	280	2	560
501	9789865842703	與習近平聊聊台灣和中國	2015/12/9	320	2	640
502	9789865852634	大便秘：每天早上觀察馬桶的人不會生病	2015/12/1	260	2	520
503	9789865859503	未卜先知：奇妙的巧合	2015/11/12	260	2	520
504	9789865879464	德國鐵道自旅行精品書（2016-17升級4.0	2015/11/18	358	2	716
505	9789865885205	符咒一書通	2015/1/1	220	2	440
506	9789865905996	可愛100%・超吸睛！一138款超簡單不織	2015/8/11	300	2	600
507	9789865958695	實話實說金牛座：25歲以前非懂不可的愛	2015/11/27	250	2	500
508	9789865958718	實話實說處女座：25歲以前非懂不可的愛	2015/11/27	250	2	500
509	9789865958725	實話實說摩羯座：25歲以前非懂不可的愛	2015/11/27	250	2	500
510	9789865975456	精銳部隊揭祕	2015/3/31	250	2	500
511	9789865975869	後宮祕史	2015/7/29	250	2	500
512	9789865983949	一個人，兩座城	2015/6/18	260	2	520
513	9789866029905	小清新迷你水族瓶	2015/7/1	250	2	500
514	9789866031748	給活著的我們・致逝去的他們：東大急診	2015/10/8	280	2	560
515	9789866094323	尋夢者	2015/9/26	300	2	600
516	9789866133961	飯局裡的錢途：12招潛規則，新鮮人也能	2015/8/22	300	2	600
517	9789866151798	PQ定位商數：職場登峰完全攻略	2015/10/1	300	2	600
518	9789866191824	頭痛大革命：每個會頭痛的人都一定要看	2015/10/24	280	2	560
519	9789866254574	十・一・×・÷打造新五力競爭力	2015/9/23	280	2	560
520	9789866314582	我願為你禱告	2015/12/12	180	2	360
521	9789866354625	日本職棒入門聖經	2015/1/1	300	2	600
522	9789866385803	暴雨荒河	2015/12/1	380	2	760
523	9789866434891	圖解生物學（修訂版）	2015/12/2	280	2	560
524	9789866444777	脾酒肚5日終結術：學好呼吸就會瘦！權	2015/12/4	280	2	560
525	9789866444975	自己做！安心吃！超市買不到的極品果醬	2015/4/10	330	2	660
526	9789866458743	人間菩提味	2015/12/11	260	2	520
527	9789866546976	做人要有心機	2015/11/13	200	2	400
528	9789866664953	痛風高效療法（紀念版）	2015/11/2	200	2	400
529	9789867436894	慢性病最有效的自然療法：食物和疾病之	2015/12/1	240	2	480
530	9789868853997	做個城市農夫理財王：樂活到100歲的土	2015/9/2	240	2	480
531	9789868856042	死了兩次的男人	2015/12/4	380	2	760
532	9789868888760	關於中國的70個問題	2015/9/1	300	2	600
533	9789868899087	跳槽法則：獵頭大賽冠軍，教你身價翻漲	2015/9/1	300	2	600
534	9789868899094	日本三代名醫の肩頸自療法：每天一分鐘	2015/10/15	280	2	560
535	9789868912809	銀色聖誕	2015/12/9	250	2	500
536	9789868951624	雨夜送葬曲	2015/11/27	320	2	640

537	9789868996342	這輩子你一定要懂的法律常識：50大案例	2015/12/18	320	2	640
538	9789869020374	名門正妻卷三：萌妻安宅淡定逆襲	2014/2/19	250	2	500
539	9789869043267	享受跑步，這樣跑才健康！：告別扭傷、	2015/9/3	280	2	560
540	9789869049214	名門正妻卷四：淑女好逑挑戰很大	2014/3/25	250	2	500
541	9789869049252	名門正妻卷五：京事多端大行妻道	2014/5/6	250	2	500
542	9789869062817	半邊太陽半邊月	2015/12/5	300	2	600
543	9789869069182	醬料大王：中式篇	2015/9/10	280	2	560
544	9789869079389	雙刀	2015/12/9	320	2	640
545	9789869091091	憤怒吧！	2015/5/30	180	2	360
546	9789869128896	雪蟲	2015/9/17	239	2	478
547	9789869131063	7年	2015/9/2	300	2	600
548	9789869131469	永不說再見	2015/7/30	280	2	560
549	9789869134774	對日抗戰的點點滴滴	2015/8/1	100	2	200
550	9789869137171	獨孤求敗贏在修正的股市操盤絕技	2015/8/6	320	2	640
551	9789869139847	熱砂螺旋	2015/7/22	299	2	598
552	9789869139854	亂雲飛渡猶從容	2015/6/17	220	2	440
553	9789869147651	身體不知道	2015/12/11	300	2	600
554	9789869158350	吃出抗癌力：10大癌症X10大抗癌食物	2015/10/6	260	2	520
555	9789869158541	創業週末：如何在54個小時內建立一家新	2015/6/23	280	2	560
556	9789869165525	詭辯	2015/5/1	280	2	560
557	9789869173889	嚴選良醫才能治病救命！	2015/10/16	280	2	560
558	9789869175968	甜蜜心動	2015/12/11	260	2	520
559	9789869178419	機不可失	2015/7/8	200	2	400
560	9789869178426	醉後的戀人	2015/8/31	200	2	400
561	9789869178433	如果說再見	2015/8/31	200	2	400
562	9789869183734	FBI制人攻心術	2015/8/6	250	2	500
563	9789869184816	天天這樣吃，讓癌細胞消失：癌症被治癒	2015/10/16	299	2	598
564	9789869184885	這樣吃，狗狗不生病！：日本首席獸醫須	2015/12/4	280	2	560
565	9789869184892	減重專用！驚人の減脂包瘦湯：權威營養	2015/11/13	299	2	598
566	9789869187855	科特勒：我這樣看世界，還有我自己	2015/7/26	320	2	640
567	9789869189668	輕鬆！簡單！新手也不會失敗：用杯子和	2015/8/12	340	2	680
568	9789869190800	破風（電影改編小說）	2015/7/31	280	2	560
569	9789869190893	穴	2015/12/31	280	2	560
570	9789869193863	生命中的鹽	2015/10/1	240	2	480
571	9789869194785	美國教育專家教你培養聰明好男孩	2015/9/30	280	2	560
572	9789869194792	高血壓飲食宜忌大百科	2015/11/4	299	2	598
573	9789869199117	一本讀懂內分泌運作機制：小病痛Out！	2015/11/17	280	2	560
574	9789869200318	山本思重如山本思	2015/9/18	280	2	560
575	9789869202015	老童年：美好，很久之後才明白	2015/9/4	300	2	600
576	9789869202107	可不可以勇敢挑戰：彎彎的應援，為自己	2015/7/31	260	2	520
577	9789869202718	聽話，不要一直看手機	2015/11/25	288	2	576
578	9789869204552	SoHam徒手能量療癒：一次就上手！最全	2015/11/11	250	2	500
579	9789869205368	為女人量身設計的氣、血、水均衡對策	2015/12/25	280	2	560
580	9789869206129	噢！父親	2015/12/4	220	2	440
581	9789869206150	山月記	2015/12/4	300	2	600
582	9789869206341	90%的病是錯誤運動造成的	2015/10/31	250	2	500
583	9789869206358	名醫的自律神經音樂療法：台灣第一本自	2015/11/13	280	2	560
584	9789869206365	可愛插畫讓我的手帳活起來：誰說你不會	2015/12/3	260	2	520
585	9789869207553	《本草綱目》對症食養方	2015/12/10	360	2	720
586	9789869207577	做自己的醫生	2015/12/10	270	2	540
587	9789869207744	簡單才是經典！自己作35款開心背著走的	2015/12/15	280	2	560
588	9789869208062	曹操的領導風格	2015/11/1	270	2	540
589	9789869208994	重點式戀人	2015/12/1	200	2	400
590	9789869209526	燜燒罐湯品廚房：35道美食家極品養生湯	2015/12/9	270	2	540

591	9789869212717	我當著毛澤東特務的日子	2015/10/12	300	2	600
592	9789869212823	微光的翅膀	2015/10/1	240	2	480
593	9789869212847	花季太晚	2015/10/1	240	2	480
594	9789869213042	果物入菜！柑橘常備料理帖	2015/10/30	280	2	560
595	9789869213059	別讓誤診害了你：每3人就有1人被誤診！	2015/10/30	280	2	560
596	9789869216135	蔡英文：從談判桌到總統府	2015/11/26	320	2	640
597	9789869216241	光影漫遊台灣紀行	2015/12/5	260	2	520
598	9789869221382	五味是吃給五臟的	2015/10/31	300	2	600
599	9789869221399	女人的一身是內分泌的一生	2015/10/19	320	2	640
600	9789869224369	對不起，我不正常	2015/12/10	380	2	760
601	9789869228435	健康好吃的Cup 點心！讓人回味無窮的11	2015/11/4	220	2	440
602	9789869228459	小倆口幸福餐桌：簡便少鹽的122道早午	2015/11/4	260	2	520
603	9789869228466	一日一杯：創造窈窕美姿的健康飲（限量	2015/11/4	240	2	480
604	9789869230520	70%的癌都由飲食引起：你吃的食物，決	2015/11/25	270	2	540
605	9789869232753	醫學博士爸爸的寶寶超健康食育書：飲食	2015/12/3	280	2	560
606	9789869232784	圖解高血糖控制，有效降血糖的70個方法	2015/12/3	280	2	560
607	9789869233811	名醫500答！50歲後自檢自癒的健康力	2015/10/23	320	2	640
608	9789869235150	是在大聲什麼：決定未來！閃靈Freddy，	2015/12/2	350	2	700
609	9789869235228	1天10分鐘！立即增高！掌握成長黃金期	2015/12/2	320	2	640
610	9789869235709	江柏樂居家格局開運寶典	2015/12/9	250	2	500
611	9789869242660	噬魂全集噬魂全集：神鬼爭鋒、神鬼莫測	2015/12/1	299	2	598
612	9789869243728	良人找上門套書（共二冊）	2015/12/1	420	2	840
613	9789869244107	佛陀教你強心術：有效改變人生的練習	2016/1/4	300	2	600
614	9789869246903	曾有你的雨季	2015/11/27	260	2	520
615	9789888297122	悠遊東京	2015/12/23	220	2	440
Total					1217	318906



Wednesday, January 27, 2016

Mr. Frank Cao, Director
Chinese Publications for Canadian Libraries Ltd. ("CPCL")
716 Gordon Baker Rd., Unit 105
Toronto, ON. M2H 3B4

Dear Mr. Cao:

Re: 285-R-13: Markham Public Library Material & Processing Services

Since award of this contract, performance levels from CPCL have not met the expectations of the Markham Public Library. In light of CPCL's failure to meet the Contract requirements, Staff are preparing a Report to Council recommending that the Contract be terminated (which Staff anticipates will be endorsed by Council).

All services provide by CPCL under the Contract should cease immediately, and CPCL is specifically instructed NOT to order/procure any materials on behalf of the Markham Public Library during your upcoming trip to China.

A representative from the Markham Public Library will be in contact with CPCL to resolve any outstanding fees payable with respect to product provided by CPCL and requiring payment.

Please call the undersigned at 905-477-7000, Ext. 3190 if you require further assistance.

Sincerely,

Tony Casale
Senior Construction Buyer
City of Markham
T. (905) 477 - 7000 Ext. 3190
F. (905) 479 - 7762

Copies: Catherine Biss, Chief Executive Officer – Library
Larry Pogue, Director, Administration
Alex Moore, Senior Manager Purchasing & Accounts Payable

Subject **Outstanding invoices 285-R-13**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>
 Casale, Tony <TCasale@markham.ca>, Pogue, Larry
 Cc <lpogue@markham.library.on.ca>, Gilchrist, Verna
 <vgilchrist@markham.library.on.ca>
 Date 2016-01-29 09:54



Good morning Frank

I apologize for the delay in responding to your email. We were not in the office yesterday as we were attending the annual Ontario Library Association conference downtown.

Following are the outstanding invoice issues to be resolved:

1. Invoice 200240, Dec. 24, 2015 - In the Bid document, you quoted a list price of \$6.00 per unit for CDs. This invoice is charging a list price of \$20.00. These prices will now need to be adjusted to reflect the acceptable price as we are paying in 2016. As well, we have returned 7 titles (item no. 8,9,11,12,14,15 & 17), total of 25 copies as audio in Taiwanese. Revised invoice needed as previously discussed.
2. Invoice 200239, Dec. 24, 2015 - These titles appear to be the items that we returned in August as they did not meet our profile. While the profile was adjusted back 6 years after meeting with you in September, this was not a retroactive decision but for selections going forward. Any titles that were returned for credit in August that are included on this invoice will be returned. All items were returned, credit note needed to balance invoice on account.
3. Invoice 300201, Jan. 7, 2016 - This invoice is for DVDs and does not adhere to the bid price. You are charging a unit price of \$45. Your average price quoted on the bid is \$25.60 before discount, cataloguing and processing. Please make adjustments to the invoice as previously discussed.
4. Invoice 300202, Jan. 7, 2016 - This invoice is for DVDs and does not adhere to the bid price. You are charging a unit price of \$30. Your average price quoted on the bid is \$25.60 before discount, cataloguing and processing. Please make adjustments to the invoice. As well, we are returning 2 titles (item no. 10 and 13) - audio is only in Thai, total 8 copies. Revised invoice needed as previously discussed.
5. Other outstanding credit issues:
 - Inv. 200145 - returned 1 title "Tu zi po" (9787540470593) , 4 copies - Credit needed
 - Inv. 200232 - returned defective disc 7 for title "Feng yu tian di". Credit needed if no replacement disc received.
 - Inv. 200237 - returned 1 title "Li wei dang guan er" (4716022020662). Credit needed.
6. MPL supplies: please arrange to return all unused supplies, including RFID tags, Stingray overlays, all labels (various sizes and types), various label protectors, unikeep cases, DVD and CD cases, grey courier bins, wallets and sleeves. These are itemized on your supplies inventory list.
7. MPL will accept delivery of any items purchased on our behalf that meet our profiles and that are already processed up until Tuesday, February 2, at 4:00 pm.

Thank you.

Subject **Thank you very much to hold the meeting.**
From Frank Cao <cao@ccbooks.ca>
To Casale, Tony <TCasale@markham.ca>
Date 2016-02-04 14:35



Hello Tony,

Thank you very much to hold the meeting on Tuesday. At last I had a chance to speak in the presence of staff from library. But I found the meeting I had been requested is no use at all. The theme of the meeting is that you informed me the contract already ceased, and what I could do only that I had 30 days to deal with the left issues. Library had made the decision before I came to the meeting. Than what is the use of my clarification?

In the meeting, I got to know that our records and processing are good with the confirmation by library staff. At the end of the meeting I still didn't know what were the reasons. They only said we sometime "not to cooperate", but without any examples. In fact I need clear reasons, not only "did not meet library's expectations".

I supposed a main reason, which I had declared that it was only my judgment at the meeting, is not convenient for library with two vendors providing Chinese products at the same time. I know there is a vendor that will provide the Chinese products for the new library. Can you image if two vendors provide the same products at the same time? How does library do if there are two records for the same title? Also library cannot explain to the taxpayers why the same title, one is cheap and the other is expensive. If It was such a case, it is unfair for us to lose the contract because of the library's inconvenience. Here I would like to declare again this was only our judgment. I apologize if this is not true.

I still hope library can make a change after this meeting, and since this is the contract between city of Markham and us, I believe the city can help make the reasons clear. If you still stick to your decision, please give us the literal document.

Thank you very much,

--

Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
www.ccbooks.ca



Subject A letter from CPCL

From Frank Cao <cao@ccbooks.ca>

To Cbiss <cbiss@markham.library.on.ca>

Lpogue <lpogue@markham.library.on.ca>, Casale, Tony
Cc <TCasale@markham.ca>, Sawh, Michelle <MSawh@markham.library.on.ca>,
SFeng <SFeng@markham.library.on.ca>, <su@ccbooks.ca>

Date 2016-02-02 07:37

- attached 1.doc (28 KB)
- attached 2.doc (28 KB)
- attached 2-1.jpg (214 KB)
- attached 2-2.xlsx (31 KB)
- attached 3.doc (27 KB)
- attached 4.xlsx (31 KB)
- attached 5.jpg (1.7 MB)
- attached 6.pdf (1.2 MB)
- attached 7.doc (35 KB)
- attached 8.pdf (218 KB)
- attached 9.xlsx (20 KB)
- attached 10.xls (37 KB)
- attached 11.xlsx (92 KB)
- attached 12.xlsx (50 KB)

Dear Catherine,

I am Frank Cao. I got a "notice letter" from Tony last week. I understand that this is a market activity and it is normal. However, as the victim of the affair, I know pretty well this is not so normal. I hope library makes an investigation and keep justice in the world.

For one year and a half, we have been working for MPL in all sincerity, and we have put all our hearts and souls into the service. While, for who knows..., I don't like to give a definition, just give two examples of issues appeared recently.

Example 1, please see attached 1.

Example 2, please see attached 2 / attached 2-1 / attached 2-2

I, myself, just like many of Chinese, is a man with the character of some obedience. I accept all library returns without any complains even not my fault in most cases. I would not expose these issues if we are not cornered to a cliff.

Please see attached 3, from a library email to see how we are cornered. After you read the library's email, how do you think we do with the books we have prepared for library? (We delivered those books by air for the first two months. We paid much more only to be sure to have

deliveries to library in the first two months of the year.)). I am hesitating that these materials purchased in the end of 2015, maybe some can not profiles this year. But I wish to deliver because most of the DVDs are Korean TV seires which are popular. I don't want to waste more time here.....

I do wish all above caused by misunderstanding, or by the reasons of different cultures, or something can be forgivable. What I am longing for is only a chance to speak in a formal occasion. At least I should know what our errors are.

Cataloging and processing are nothing for us now. I think the most important part is selection. I suppose library is finding errors in our selection. Our famous selection error is " Children's Books. We don't have any errors at this issue at all, we helped avoid ordering more children's books instead. Please don't owe library's errors on us to save yourselves. Speaking fairly, there are so many flaws, or we call gray areas in your profiles for Chinese products (the same with the contract). Please believe that our understanding to Chinese publications and market more than you think of us. We have been testing and improving your profiles actually. I always fancy there is time that I can give a speech on your Chinese profile. I realize this is only a ridiculous idea.

We are Chinese immigrants, the same group as our customers. I am confident that no one can have a wider selection range than us. After a year and half's experience, we have summarised a lot and we have drawn enough lessons. We totally rely on the job and charge the lowest. At this moment, library decides to replace us with maybe a different nation and surely high profit background company! How do you think when combed with the unfair treatments to us? I give two attachments, 4 and 5, one is our invoice (The products in this invoice are not accepted and returned to us because of the publication years.), one is your previous vendor's product lists 2013 (Verna gave us the list before for our reference). Please pay attention to "publication years" and "prices". See what do you find and think? Money has different values between 2013 and 2015.

Our company is a small company as you see, but we are supported economically and technically by the biggest companies in Beijing and Taipei. No company in Canada is stronger for Chinese publications than us as we are united. We have no fame in Canada but we are famous in China because we are working for MPL, one of western cultural center. Though we are a small company, we never mean to invest in building our company. I go among book fairs in China, Hong Kong and Taiwan every year to sing high praises for the city of Markham, and MPL. I always take pride in working for MPL. Many big companies come to talk investment over in such occasions. I declined down all those with some political reasons no matter how big capital they promise to invest. We are Canadian company, and we are serving Canadian Chinese.

Taking this opportunity I would like to report a project we have been promoting. A big project has been accepted by "State Administration of Press, Publication, Radio, Film and Television" in China at the end of 2015, with a total investment of 65,625,000.00 Chinese Dollars. (see attached 6). It will be approved in the first part of 2016. This big project is based on our services for MPL and CPCL will become part of

the project. I wish the big cultural project can land on the city of Markham smoothly.

Sorry, before I realize I have written so much. Let's back to the point. We hope we can have a chance to explain any complaints on CPCL. We hope we will have a chance to admit our error and tell how to prevent later. You are welcome to our company for a investigation to see if we are professional. I am making decision to cancel my coming trip, or cut it short, to deal with so big an issue I never met before. It is unfair that you provide your report on CPCL with our absence. Library uses taxpayer's money, and should give a true report. I always hope we can have a chance to work for MPL, or we ask for only one year longer. Then we can approve we are the best Chinese publications vendor in Canada. We promise we can do exactly according to library's requirements. If we cannot reach your expectation by the end of the year, we will leave ourselves.

At the end of the letter, I would like to give some of our files for your reference. I put attached 7,8,9,10,11,12. Anything you have questions, please ask us, not guess. We would like to offer more references.

Thank you for your patient and time.

Best regards,

--

Frank Cao

CEO

Chinese Publications for Canadian Libraries Ltd.

105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4

Tel: 416-800-5169 / 647-887-8767

E-mail: cao@ccbooks.ca

www.ccbooks.ca

attached 2-1.jpg 214 KB [Show](#) [Download](#)

attached 5.jpg 1.7 MB [Show](#) [Download](#)

Subject **Good morning**
From Frank Cao <cao@ccbooks.ca>
To Larry <lpogue@markham.library.on.ca>
Date 2016-01-27 01:50



Hello Larry,

I have been hesitating to write to you. Finally I decide to send this letter.

Yesterday morning I wrote to Verna and I got no answer. I didn't expect the situation so I had scheduled a trip, during the time between Feb 5 - Feb 23, for Chinese spring festival with my wife in China, and then for the selections in Taipei, Hong Kong, and Beijing.

Now all indicate that our company's future is still under 'a decision'. I understand fully that this is a complicated issue for library while I hope library will consider my circumstances.

I know you are very busy with a big library. But since this is critically important to me, I encourage myself to ask for a meeting with you. Would you mind sparing me some time recently?

Please believe that I am a reasonable man with good understanding and I always tend to cooperate.

Best regards,

--

Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
www.ccbooks.ca

Subject **RE: Hoping a meeting**
 From Pogue, Larry <lpogue@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>
 Biss, Catherine <cbiss@markham.library.on.ca>, Casale, Tony
 Cc <TCasale@markham.ca>, Gilchrist, Verna
 <vgilchrist@markham.library.on.ca>
 Date 2016-03-16 13:06



Dear Mr. Cao,

I am responding to your email below dated March 14, 2016, in which you have requested a further meeting.

Per correspondence sent to you on January 27, 2016, CPCL has not met the expectations of the Markham Public Library and Staff is recommending to Council to terminate the Contract with CPCL. That process is now well underway.

I would also remind you that we met with you on February 2, 2016, and listened and responded to all questions related to the Contract for Material and Processing Services. This was a lengthy meeting in which the situation was thoroughly discussed. Further to this, you have more recently inquired into the process for making a delegation to Council with respect to the Staff recommendation, and Staff have responded to you. Your message below confirms your receipt of this information.

While I appreciate your continuing interest in this matter, it would not be appropriate to hold yet another meeting at this point in consideration of the facts outlined above.

Regards,

Larry Pogue | Director, Administration
 Markham Public Library
 6031 Highway 7 E. | Markham, ON | L3P 3A7
 T 905.305.5986
 F 905.471.6015
lpogue@markham.library.on.ca
www.markhampubliclibrary.ca
 imagine learn grow

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: Monday, March 14, 2016 2:38 PM
 To: Pogue, Larry
 Cc: Biss, Catherine
 Subject: Hoping a meeting

Hello Larry,

I got to know I have an opportunity to make a clarification to the Council. I hope you understand us for this.

I do believe we have many misunderstandings because of the less communications and different cultural background. I have never stopped asking to clear up the misconception between us. Here again I ask for a chance to talk to you.

Our aims are the same. Library asks for a perfect service for the taxpayers while we try to provide a perfect service for our survival. As you can see, in the past one year and a half, we can solve any issues in a limited time. We rely on so much on the job, there are no reasons for us to refuse to correct our errors if you point them out. Issues in the service are always complicated and connected. It is unjust to make a decision by one side for the errors without a conformation. I think you have noticed that some of our issues your staff pointed out are not true. I hope we have chances to clarify all the issues library put forward. If we have done a bad job we deserve to lose the contract.

We have invested our business based on the 5 years' contract. If the contract was cancelled now, series of disasters would fall to our company and myself. Our company would go bankrupt at once and the coming investment will be abolished. I, myself, have to face: being deeply thrown into debts; being claimed responsibility by the company that is

Subject **RE: Thank you very much to hold the meeting.**
 From Casale, Tony <TCasale@markham.ca>
 To Frank Cao <cao@ccbooks.ca>
 Cc Pogue, Larry <lpogue@markham.library.on.ca>, Gilchrist, Verna
 <vgilchrist@markham.library.on.ca>
 Date 2016-02-08 11:05



Good Afternoon Frank,

Further to your e-mail of January 27, 2016 and your request to meet. City of Markham Staff met with you on February 2, 2016. At the meeting, you provided Staff with an outline about items that you wanted to discuss. Staff listened and responded to all your questions related to the Contract for the Markham Public Library Material and Processing Services. As outlined in the City's correspondence to you dated January 27, 2016, CPCL has not met the expectations of the Markham Public Library (the "Library") and Staff is recommending to Council that the contract with CPCL be terminated.

As previously advised, there have been significant issues and concerns with CPCL with respect to performance. Although issues with material processing and cataloguing have diminished, CPCL continues to have issues meeting the Library's profile. These issues include the following:

- * Difficulty providing a sufficient quantity of traditional vs. simplified print products.
- * Failure to distribute materials between Library branches according to Library instructions, resulting in additional workload for Library Staff to correct this deficiency.
- * Arbitrary substitutions of DVD's in non-Chinese languages, despite the fact that this contract is for Chinese language materials only.

The statement in your email below regarding two vendors is not clear. On August 17, 2015, the City notified CPCL that performance levels had not met the expectations of the Library. On an ongoing basis the Library experienced very poor fulfillment rates and deliveries were not meeting the expected targets. Based on the schedule and the work completed, the City expressed serious concerns about the ability of CPCL to fulfill the requirements of the Contract within the specified timeframes. As such, the City recommended that requirements for Chinese materials for the South East Community Centre be deleted from the Contract. Your e-mail dated August 20, 2015 acknowledged that CPCL had not met the Library's expectations and that you had no objections.

With respect to the seven Library branches currently under Contract with CPCL, I would like to confirm that the City is NOT receiving Chinese materials from any other vendor, and will not do so until such time that the Contract with CPCL is terminated.

We trust that the above has responded to your questions. Please be advised that the recommendation by Staff to terminate the Contract has not changed. As outlined in the City's correspondence to you dated January 27, 2016, all services provided by CPCL under the Contract should cease immediately and CPCL is instructed NOT to procure any further materials on behalf of the Markham Public Library.

Sincerely,

Tony Casale
 Senior Construction Buyer
 Purchasing Division
 City of Markham
 Anthony Roman Centre
 101 Town Centre Boulevard
 Markham, Ontario L3R 9W3

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-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: February 4, 2016 3:35 PM
 To: Casale, Tony
 Subject: Thank you very much to hold the meeting.

Hello Tony,

Thank you very much to hold the meeting on Tuesday. At last I had a chance to speak in the presence of staff from library. But I found the meeting I had been requested is no use at all. The theme of the meeting is that you informed me the contract already ceased, and what I could do

Subject **RE: Thank you very much to hold the meeting.**
 From Frank Cao <cao@ccbooks.ca>
 To Casale, Tony <TCasale@markham.ca>
 Cc Pogue, Larry <lpogue@markham.library.on.ca>, Gilchrist, Verna
 <vgilchrist@markham.library.on.ca>
 Date 2016-02-09 08:30



Good morning Tony,

Thanks for the reply. I know the present situation. We stopped ordering after we got the notice letter.

I didn't complain the South East Community Centre was deleted from the contract. We had a very poor fulfillment at that time. We understood fully that both library and city had reasons to take away the contract for the sake of new opening. Also, as I expressed in the meeting, I was afraid of losing the whole contract If I tried to keep it with that big error. This time is different. We have solved almost all our problems. We cannot accept the decision when we are the best Chinese materials vendor.

I would like to keep silence while I am asking library for a change. But here still I cannot help clarifying a little on the 3 "significant issues" in your email since this is so important for us. I believe that all are misunderstanding because of the less communication.

Issue 1 is absolutely not an issue for us. Actually it is our superior to provide not only more simplified materials but also more traditional materials than any other vendors else. I don't how the word "difficulty" come from? I don't believe that any vendors had provided more traditional materials than us before. Or does library have market information to indicate that we have a poor ability? In fact we can offer the materials all other vendors are providing, and we can also offer those materials that other vendors cannot provide. I am sure that Library and we can come to an agreement for this issue after we put both our information and data together.

We admit that Issue 2 was one of our errors in 2014. However that was the error under our control and in our plan to be solved in the following year. We are quite certain with the breakdown for each branches from the beginning. There are almost the same budget allocation for adults' materials and only some differences for children's budget, specially for CL. Because of the big pressure for the first year, we ordered all 6 copies for each title. We delivered the same amount of children's books only for our convenience. We had planned to provide fewer children's books for those branches in the coming year, and we were sure to make the budget balance for all the branches by the end of 2015. In September library gave us the instructions where to send our materials without our allocating. When I found we had delivered too many to some branches in the end of Nov., I reported it to library, and library told me just to follow their instruction for the rest of 2015. So if there are any unbalanced distributions for branches in 2015, we should not take the responsibility.

For issue 3, I suppose library means something on DVD ordering happened in the last 40 days of 2015. During the period, I was discussing with library to order more DVD titles. It is not complicated but it is a little long story if I give the whole situation. I would like to recall the whole story with library later. The fact is that it is us that put aside initiatively all those Korean and Japanese films with Chinese subtitles, and we took back the part processed Korean ones sent to the library without any complaints. It is me that asked to pay for the processing materials even. There are no loss for library at all while we lost about 20000 dollars for this affair. We took enough lessons and we learnt a lot how to do next. I expected that is a good example for our easy getting along, and I didn't expect this turns out one of our "significant issues".

In spite of my explanations above, I never deny we have errors as a new vendor. We tried to correct the mistakes whenever library pointed them out. There are no reasons at all for a vendor, that is so relied on the job and would accept any sacrifice, refuses to correct errors. It is unfair to be blown to death at once to a vendor, which provides almost a quarter of the total Chinese materials in inventory in MPL within a year and a half, when some errors appear the first time, without a chance to correct or to clarify.

I hope I have made myself understood.

Best regards,

Frank

On 2016-02-08 11:05, Casale, Tony wrote:

Good Afternoon Frank,

Further to your e-mail of January 27, 2016 and your request to meet. City of Markham Staff met with you on February 2, 2016. At the meeting, you provided Staff with an outline about items that you wanted to discuss. Staff listened and responded to all your questions

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

	Jan-Aug 2016	
Sales	5,869.63	
cost	- 2,586.17	
shipping and freight cost	- 2,508.41	estimate exchange rate
Auto allowance	- 1,044.65	\$50 gas allowance and auto p
bank charges	- 373.57	
Financing charges	- 300.00	
Insurance	- 501.45	
Legal fee	- 348.13	
Loan interest	- 3,546.27	
Storage cost	- 1,544.08	esimtate 193.01 per month + 1
Office expense	- 614.43	
Payroll	- 60,176.22	
WSIB	- 350.49	
Professional fee	- 1,206.56	
Rent	- 19,779.12	
Telephone	- 479.84	esimtate 49.99+9.99 per montl
Inventory losses	- 10,151.41	
Total income statement loss	- 99,641.17	

1.4355
ayment is 20% for business

HST

h + HST

Dear Chairmen, dear councillors, Ladies and gentlemen,

My name is Frank Cao, CEO of Chinese Publications for Canadian libraries Ltd. Thanks for this opportunity.

We began to provide the service for MPL at Chinese publications from the end of June in 2014. From then on inventory in the library.

After one year's service, we were fully experienced. While we were preparing a perfect service for 2016, we got a "notice letter" from the City, telling library is preparing a report to terminate our contract. It was under my request, from the City I got to know the 3 issues library put forward. We found that Issue 1 doesn't exist at all. The other two are too difficult to be our problems.

Perhaps we need to trace back to August in 2015 to make clear. library cancelled a separated contract (for the South East Branch) from our whole Chinese material contracts in August. After that cancellation, library changed, and began to push us hard. Before that cancellation, we had been getting along quite well with library staff, although we brought them bigger workload because of the larger product quantity and our lack of experience. As a vendor we know , having two Chinese vendors, library has troubles with two records and two prices for the same titles. Clearly we were cornered to drop the contract.

We supposed that the previous vendor took over the work for the South East Branch. This reminded us to make a study on this vendor, and found they charged very high in the past. We made a comparison of DVD titles between 2013 and 2015, and found that the DVD titles we offered were as nearly 4 times as theirs.

I don't think library would replace us if it were a business company. If ,according to the present market, library doesn't require so big amount of products each year, part of existing budget can be saved for taxpayers. It is weird to find an expensive vendor to meet the budget.

Library is more a government representative than an individual consumer, and they should know the contract obligations. All contracts must be in line with Canadian contract law.

If we offered a bad service, if our publications are not welcome, and if we gave a high price, we deserve the cancellation. But obviously it is not that case.

I don't have the report library submitted to the council. We hope the problems library prepared for us are confirmed before a decision. I have reasons, with evidence, to question this report.

I do believe there must be many misunderstandings between library and our company, due to the less communication, different cultures and language barrier. I hope we would have a change to clarify all the issues library proposed, and we get a chance to go on our contract.

I am responsible for all I said today.

Thank you very much.



April 4, 2016

Our Clarification

by Frank Cao

*** The library in the article refers to library staff, or a certain employee in the library. It doesn't mean the whole library.**

DIRECTORY

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1. Chinese Publications for Canadian Libraries Ltd (CPCL)

Our company was set up in 2008 in Toronto. We are composed of Chinese immigrants with experience in doing book business in mainland China, Hong Kong and Taiwan.

We are the branch company of Beijing Publications and Distribution Group, which is the largest publication wholesaler in China. We get free technical assistance and selection service from BPDG team, while we are responsible for our Canadian team at our own profit and loss. We are also the representative of some the big publication distributors in Hong Kong and Taiwan. We get all financial support from the those biggest Chinese distributors in the world, getting the lowest discount and not paying in advance for products.

In June of 2014, we won the bid in MPL material and processing services. Now we are the only company in Canada that specially serves libraries at Chinese materials.



2. New outlook at MPL's website since our service

There are great changes at Chinese materials at MPL' website since we provided service.

A. Special records for Chinese publications

As Canadian Chinese with bilingual languages, we are providing records for Chinese materials that accommodate Canadian library circulation while staying true to the original useful Chinese information. The cover images and introduction in Chinese characters in the records make it easier for Canadian Chinese readers to hold publications in website.

B. Titles Increases Fast

Within one year and a half, our titles occupy nearly a quarter of the whole inventory in the library.

C. Our titles are new and popular

As Chinese, we are always keeping eyes on Chinese cultural events in the world and the purchase related products. For example, we tend to select Chinese films in Tiff and these products are always popular. Because of Chinese background our publications are new and popular, fit for all Chinese customers from Hong Kong, Taiwan and mainland China.

** See attached 2 - 1, our titles occupies one quarter of the inventory, captured from MPL web.*

** See attached 2 - 2, film in 2015 TIFF, captured from MPL web.*

3. A brief summary since our service

I give a brief summary of our service from July 2014 to January 2016 here.

A. July 2014 - December 2014

Successfully made the records and processed the materials for Chinese products. Met the budget in the first year. Provided 6 copies for each title, that is not a professional way, with lots of errors in cataloguing and processing.

B. January 2015 - July 2015

Cataloguing and processing procedures established. Errors for Cataloguing and processing fewer and fewer. Provided 4 copies for each title, also in not a professional way. Met 33 % budget of the whole year in July.

C. August 2015 - January 2016

There are hardly errors for cataloguing and processing. Much experienced in selection. Much experienced in material distributions to branches. Much experienced in expenditure plan. Met the budget of the whole year in the middle of December. Ready for a perfect service for 2016.



- * See attached 3-1. suggested breakdown in 2014
 - * See attached 3-2. suggested breakdown in 2015 (Original)
 - * See attached 3-3. suggested breakdown in 2015 (Revised)
 - * See attached 3-4. performance report 2014 & 2015
 - * See attached 3-5. Publishing Dates for materials in 2014 and 2015, captured from MPL web.
 - * See attached 3-6. The returns summary in 2014 and 2015
-

4. Sudden cancellation to the contract

A. Knew nothing about the cancellation in advance.

We had been busying preparing the work for 2016, and we knew nothing about the cancellation till we got the notice letter. On Oct 28 in 2015, We still got the email from library, telling about the profile changes in 2016, as the following:

"Suggestion is that CPCL purchase 2 copies only of TV series; 2-6 copies of films based on popularity; 2 copies only of print titles; judgement should be used as to popularity of items and the need for more than 2 copies provided"

To meet the changes, we did some changes accordingly. We planned to deliver two copies for each title for print from the beginning of 2016. I also scheduled a selection trip in Feb, 2016, among China, Hong Kong, and Taiwan.

Then suddenly, on Jan 27, 2016, we got a cancellation "notice letter" via email from the City.

*See attached 4-1. books on our circulating shelves for 2016.

B. Given 2 days to finish the business.

On January 29, 2 days after we got the notice letter, we received an email from library, as the following:

" Please arrange to return all unused supplies, including RFID tags, Stingray overlays, all labels (various sizes and types), various label protectors, unikeep cases, DVD and CD cases, grey courier bins, wallets and sleeves. These are itemized on your supplies inventory list. MPL will accept delivery of any items purchased on our behalf that meet our profiles and that are already processed up until Tuesday, February 2, at 4:00 pm."

It is obvious that library was stopping the business. We were given 2 business days to deliver all the products at hands, and sent back all the processing materials.

C. A "clarification meeting"

I called Tony (Senior Construction Buyer in the city) to ask to meet him for a clarification.



The meeting arranged on Feb 2. When I got there, I didn't expected that two library staff there also. I tried to clarify all the issues, I could think of, that might cause the cancellation.

At the end of the meeting, I was informed we could have 30 days to deliver all the materials. Library had made the cancellation decision before this meeting.

On Feb16 I got an email from library, as the following:

"Please remember that the expiration date for deliveries is 30 days from the notice of cancellation. By my calculations, that date is Friday, February 26."

D. 3 issues library blames us

Under my request, on Feb 8, Tony sent an email to me to tell the specific 3 issues library proposed for us, as the flowing:

"As previously advised, there have been significant issues and concerns with CPCL with respect to performance. Although issues with material processing and cataloguing have diminished, CPCL continues to have issues meeting the Library's profile. These issues include the following:

1. Difficulty providing a sufficient quantity of traditional vs. simplified print products.
2. Failure to distribute materials between Library branches according to Library instructions, resulting in additional workload for Library Staff to correct this deficiency.
3. Arbitrary substitutions of DVD's in non-Chinese languages, despite the fact that this contract is for Chinese language materials only. "

5. Response to the 3 issues library proposed

Issue 1 is not true, and the other two issues are too difficult to be our issues.

A. Response to Issue 1

In the contract, library requires 50% simplified and 50% traditional prints. By the end of 2015 we offered 9889 traditional books while we offered 9484 simplified books from the beginning of our service. How does the difficulty come from? Issue 1 doesn't exist at all.

* See attached 5-1, balance for traditional and simplified print report.

B. Response to Issue 2

This problem was caused by the following reasons:

-- *Time is limited in the first year.*



It was till the end of June in 2014 that we signed the contract. This is in fact an international business. Generally, 3 months are needed to purchase a shipment of materials from an booking to arrival. We had a very limited time for the first year.

According to library's distribution profile, the budget for adult products are nearly the same for each branch, and there are only differences at children's books. To save time, we ordered 1 copy for each branch for each title on the average. We planned to adjust the balance next year by delivering fewer children's books.

-- No children's books were booked from January to August in 2015.

We did not book children's books from January to August in 2016. The small amount of children's books we delivered in the first few months were the materials booked in 2014. So the unbalanced budget for some branches were still there in July 2015. We depended on the last few months to make the balance.

-- Two conditions changed

We didn't expect that two conditions changed from August 2015. One was the total budget was reduced. This resulted in less spaces to adjust the budget balance. The other change was that library asked us to deliver products according to their instruction from September.

Library's instruction was not so fit with the library suggested breakdown. I reminded library in a meeting in Nov 26 about the issue. At that time we still had time to make the differences between libraries smaller. Library asked us to go on to do according to library's instruction. I have meeting notes from library by email as the following:

(Frank) Some confusion with the breakdown of the budget and percentages by branch; clarified that he is to follow Larry's instruction for the rest of 2015.

-- Our comments

We kept let library know the 6 copies' problem and explained we could solve the problems in the end of 2015. Library knew the facts.

The issue is originally caused by the average 6 copies. So we admit we should be responsible for the issue 2014. Without two changed conditions in 2015, we could find back the balance in the end.

Library's instruction didn't match suggested breakdown in the last few months in 2015. They did some adjustment for sure. If library took the issue of the failure to distribute materials as our errors in 2014, it is no problem. But If they took it as our errors in 2015 is not proper.



* See attached 5-2, finished breakdown 2014 - 2015.

C. Response to issue 3

-- *The "non-Chinese languages"*

The "non-Chinese languages" Library mentions are not so clear. All the DVD products we provided are with the sound track in Chinese, or at least with Chinese subtitles. "Non-Chinese languages" must mean those translation works, including western films with the sound track in Chinese, or Chinese subtitles, Korean and Japanese films with Chinese subtitles. We consider these kinds of products as "experimental materials".

These experimental DVD materials occupy a very small portion. You can find our total 1352 DVD titles in library's web among of which are about 70 experimental titles. We tried to enlarge the title selection range.

-- *Why did we try to enlarge the titles.*

At the beginning of our service library told us that we had the responsibility to help perfect the profile, due to the following circumstances:

The titles of TV series and films are not as sufficient as print;

Fewer and fewer DVD products are produced because of the development of internet;

Fewer and fewer DVD products are not in the right format and district code;

The structure of Chinese immigrants is changing.

.....

-- *We accepted all returns unconditionally.*

We guarantee that library can return materials unconditionally. As long as library returned products, no matter how many titles, we took them back without any arguing. We are totally under library's supervision.

-- *Gray area in selection profile*

We think some of our experimental materials are right materials. An example: We purchased several CDs in Taiwanese. Taiwanese is part of Chinese language. However, library returned these CDs. I sent an email to library which can help understand, as the following:

"We agree to accept you returned 7 titles of CDs as we used to be. But I have some different views. I think these products are within your profiles. It is okay to order the CD with audio in Taiwanese. We just try to enlarge our range of tiles for Chinese customers. Taiwanese is part of Chinese language, popular in Fujian province and Taiwan, just like Cantonese popular in Guangdong Province and Hong Kong. Songs in Taiwanese are very popular in all karaoke rooms in mainland, Hong Kong and Taiwan. I don't know spoken Taiwanese myself, but I



can sing some popular songs in Taiwanese. It is maybe a kind 'discrimination' to reject 'Taiwanese' if we serve all Chinese customers here. "

I got no reply from library on the above email.

-- Our comments

We tried to enlarge the title range in good intention. We had never refused the returns. We also pay the compensation for the processing materials. Since library can return our products any time, it makes less sense to say " Arbitrary substitutions of DVD's ".

6. Contract obligations

A. City's General Terms and Conditions

The article 18.1 in "GENERAL TERMS AND CONDITIONS – PROFESSIONAL SERVICES" in Markham government website, as the following:

"This Contract may be terminated by either party, with cause, if either party fails to materially perform its obligations under this Contract. The non-breaching party shall give the breaching party written notice of its failure to perform. The breaching party shall have thirty (30) days after receipt of such notice to cure the breach. If the breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Contract upon written notice to the breaching party. Upon receipt of such notice, the breaching party shall cease performance under this Contract."

B. Canadian contract law

I can see that the "City's General Terms and Conditions" is in line with Canadian contract law. According to Canadian contract law, that only a material breach of contract, that strikes deeply at the heart of the contract, can be the reasons for one party to terminate a contract. Minor breach cannot be the reasons.

We didn't have thirty (30) days to cure any breach before. We knew nothing about the cancellation before library had already made the decision to submit the recommendation reports, on both August 17 in 2015 and January 27 in 2016.

C. Our Comments

Library is more a government representative than an individual consumer. Library should be some responsible for the "contract obligations".

7. Inner Reasons

A. Two Vendors at Chinese Materials



After the contract for the new blanch was taken away from us, there are two vendors at Chinese serving library. As a vendor we know, it is difficult for library to have two vendors at Chinese materials. If the two vendor purchase a same title, library will have two different records, two different prices, for a same title.

B. Product Quantity

Library collection increases so fast after we took the service. Library never experienced to have so big a quantity for a year before. We are some worried that, If the product quantity doesn't match the number of the customers, library doesn't requires so big quantity now, our price advantage would turn to be not so important for library.

C. Our comments

If it was for library's convenience to let us go, that is unjust. If library is a business company, they would not replace us with a expensive vendor.

Actually, we had considered how to solve "two vendors problem". We have had well feasible scheme to solve the problem.

8. The cancellation in August 17 in 2015

"Two Vendors" problem started from August 2015. Library cancelled a separated contract (the contract to the South East Branch) from our whole Chinese material contracts in August in 2015. Taking this opportunity, I would like to give some comments on that cancellation.

We received the written cancellation notice on August 17 with the reasons as:
 "very poor fulfillment rates and deliveries are not meeting the expected targets. Moreover, library staff has identified numerous cataloguing / processing errors and the expenditure strategy and plan are not being fulfilled. "

A. The "poor fulfillment"

At the beginning of 2015, considering that the customers had enough materials to borrow because of the rush and big delivery at the end of the 2014, we need to do a good summary and adjustment on all aspects after the first round service, and new books were published slower in the first several months, we slowed down to purchase materials in the first 3 months. We admit we didn't meet the expenditure plan in the middle of the year.

**See attached 8-1, tracking sheet (Jan 2015 - Jul 2015).*

B. The numerous cataloguing / processing errors



We did make numerous errors in 2014. We made fewer and fewer errors in 2015. Library took the error records based on the all errors we had form the beginning.

C. The expenditure strategy and plan

The same reason as "poor fulfillment" above.

D. Comments on this cancellation

We believe "poor fulfillment" was the main reason for a cancellation. Library was not sure if we were competent for the coming new branch task at our poor fulfillment in the middle of the year. It was understandable.

I would like to point out that we kept library knowing the reasons for the slow delivery and guaranteed that we would meet the budget at the end of year.

With the existing errors, considering that was only a "one time contract", lack of experience in contract issues and also being of afraid of losing the whole contract, we said "no objection".

9. Library began to push us hard after August

A. A retroactive decision

In September, library relaxed the limitation of publishing dates, from 2 years to 6 years for us. In the end of the year, we redelivered 24 tiles that were returned in August. They were all within 6 years. After they were uploaded onto the website, some customers held them at once.

However, Library soon took them off from the website in spite of many customer holds. And then returned them to us, with the following email:

" Invoice 200239, Dec. 24, 2015 - These titles appear to be the items that we returned in August as they did not meet our profile. While the profile was adjusted back 6 years after meeting with you in September, this was not a retroactive decision but for selections going forward. Any titles that were returned for credit in August that are included on this invoice will be returned. All items were returned, credit note needed to balance invoice on account. "

As we always did, we took them back without a word.

*See attached 9-1, invoice 200239

*See attached 9-2, customer holds for the products in invoice 200239



B. Asking to go back to the bid prices

It is true that our prices are some different from original bid prices. We offered the prices without any spaces for unexpected expenses. So we cannot bear any changes in requirements that effects the prices. For Marc records, we changed from converted ones from China or Taiwan to original created in Canada, and from 6 copies to 2 copies. Library knows all about these. We behave ourselves on the prices. The price we charged now are the very basic prices. From the beginning of our service to August in 2015, library accepted the prices, and never had questions.

C. We were Given 2 days to finish the business.

On January 29, 2 days after we got the notice letter, we received an email from library. See 4-B above.

D. Our Comments

-- *Comments on the retroactive decision*

After library gave the 6 years' policy, we took it for granted these products within library requirements, so we didn't report it to library. Maybe we should have asked a permission before delivery. Anyhow, these are all very good products and many customers are waiting to watch. We could learn to ask a permission next time.

-- *Comments on price issue*

For sure no one can bit us in price. This can be confirmed by the previous vendor, the vendor that took over the new blanch contract, or any vendors in the future.

**See attached 9-3, our prices*

**See attached 9-4, previous vendor DVD list offered in 2013*

10. Comments on us in library's vendor scorecard

In August, after the first cancellation, library asked me to a meeting. In that meeting I got to know some comments on our company in library's vendor scorecard. I found our issues listed there, some are our errors for sure, some are not so exact, and some are not true. I take one issue that are not true to clarify:

Comments on us for "juvenile fiction" issue from MPL

"Has been reminded many times that juvenile fiction is too difficult for Canadian born children. Continues to send material that is too difficult."

-- *Facts*

The following is our budget breakdown on children's books in the last two years.



	Suggested Budget. Incl. cataloguing + processing + HST	Delivered. Incl. cataloguing + processing + HST	
2014	\$ 67,848.28	\$ 71,470.51	+3,622.23
2015 (original)	\$ 102,350.80		
2015 (revised)	\$ 90,068.71	\$ 54,021.16	- 36,047.55

We purchased children's books according to library's suggested breakdown in 2014. As Chinese ourselves we didn't think children's books would borrow well. So we didn't book children's books from January to July in 2015 at all. We began to book children's for 2015 in August .

-- The first reminder from library

Library' first reminder on juvenile fiction was in July in a meeting , with the email, on July 14, to confirm, as the following:

Do Not Purchase: Items that are not suitable for Juvenile Chinese readers in Markham.

-- The concept of "juvenile fiction"

When cataloguing for Chinese children's books, board books, picture books, easy readers are all possible to name the subject heading as "juvenile fiction". The "difficult juvenile fiction" only occupies a very small portion of children's books.

Our Comments

In fact, We helped prevent booking more children's materials, but we were considered as "Reminding many times" and still" going on" instead.

Actually, we need to have the circulation data to see the exact kinds of unwelcome books, but we were never given. Without the circulation data, I doubt if the "juvenile fiction" library mentions is the kind of difficult juvenile fiction books.

I do believe there must be some misunderstandings between library staff and us, due to the less communication, different cultures and language barrier. However, if the unjust comments result in deleting the contract, I have to clarify.

11. Our aim and attitude

A. Establishing a cultural platform

Our company is a very small company as you know, but we never hesitate to invest to develop our service for MPL. Based on this service, we have been trying to establish a cultural platform, which links Canadian and Chinese cultures. We have been trying to recommend city of Markham to big Chinese cultural companies, trying to raise funds to set up the big cultural platform. Base on our company, last year a publishing house in



China put forward a project, a cultural platform in Canada, to apply for country fund. The project was accepted by "State Administration of Press, Publication, Radio, Film and Television" in China at the end of 2015, with a total investment of 65,625,000.00 Chinese Dollars within 3 years. The project is now under approval (File available on request).

B. Work in sincerity

As immigrants and minority nationality, we have less chance in Canada. But, we are lucky we have come to a multicultural country. To our great delight, we got the chance to continue our previous work on publications. We work for MPL not after big profit but for the beloved carrier. We have been working for MPL in all sincerity and have put all our hearts and souls into the job.

12. Speak for our right

Like many Chinese, I intent to express my sentiments in a very reserved way. But now I give the facts, and my point of views frankly and even sharply. I do for nothing else, but for a opportunity of continuous service.

I am responsible for all I said above. I am ready to answer any questions.

Thanks for your patient.

My contact information:

Frank Cao
 647 887 8767 / 416 800 5169
 cao@ccbooks.ca / frankcanada@live.com
 Unit 105, 716 Gordon Baker Rd., Toronto, ON. Canada M2H 3B4



NOTICE OF TERMINATION

April 18, 2016

Mr. Frank Cao
Chinese Publications for Canadian Libraries Ltd.
616-250 Consumers Road
Scarborough, ON
M2J 4V6

Fax: 416-800-5169

Dear Mr. Cao:

Re: Contract 285-R-13: Markham Public Library Material & Processing Services

Reference is made to Contract 285-R-13 (and the City of Markham's *General Terms and Conditions* referenced therein) and Purchase Order # PB-14079 issued by the City of Markham to Chinese Publications for Canadian Libraries Ltd. ("CPCL") for Material & Processing Services - Chinese Materials Only (collectively, the "Contract").

Since awarding the Contract for Chinese language materials to CPCL in 2014, performance levels have not met the expectations of the Markham Public Library and the Contract requirements. Staff communicated issues and concerns to CPCL on several occasions from the first delivery of items in December 2014, and on an ongoing basis throughout 2015. Despite several meetings held by CPCL and Staff to attempt to resolve issues, Contract requirements continued not to be met.

Pursuant to Part III, Section 17.3 of the City's *General Terms and Conditions*, NOTICE is hereby given that the City of Markham intends to terminate the Contract thirty (30) days from the date of this letter. Immediately upon receipt of this Notice of Termination, all services provided by CPCL pursuant to the Contract should cease.

Pursuant to Part II, Section 16 of the City's *General Terms and Conditions*, NOTICE is hereby given that CPCL is being placed on the City of Markham's disqualified vendors list for a period of two (2) years from the date of this letter, during which time CPCL will not be allowed to bid on any City of Markham contract.

If you require further assistance, please contact the undersigned.

Sincerely,

Tony Casale
Senior Construction Buyer
City of Markham
T. (905) 477 - 7000 Ext. 3190
F. (905) 479 - 7762

Subject **RE: Markham Public Library**
From Frank Cao <cao@ccbooks.ca>
To Casale, Tony <TCasale@markham.ca>
Cc Pogue, Larry <lpogue@markham.library.on.ca>, Sawh, Michelle <MSawh@markham.library.on.ca>, Gilchrist, Verna <vgilchrist@markham.library.on.ca>
Date 2016-04-27 05:18



Good morning Tony,

I am sorry to tell that I cannot join the conference call today for emergency. I am not in the office the whole day.

For the supplies, I can return them any time, also with the bins library provided. Just tell me the time period and I will send them back. That is no problem.

Thank you for mentioning the amounts owing. Because you had announced final delivery days twice before, I had put them into my losses. I are listing the losses caused by the termination for a legal claim.

I think the amounts owing are some complicated matters which are difficult to be made clearly through conference call. Also, because of my situation has changed, it is already beyond my ability to deliver products according to your requirements. If you want to talk about these issues now, I think we need a face to face meeting.

Best regards,

Frank

On 2016-04-22 10:29, Casale, Tony wrote:

Good Morning Frank,

Further to your e-mail, kindly confirm your availability for a conference call on Wednesday April 27, 2016 @ 1:00 p.m.
As mentioned below, the teleconference will cover the following;

1. Outstanding amounts owing under the Contract (including any costs incurred for materials already ordered).
2. Return of supplies provided by the Markham Public Library

Thank you,

Tony Casale
Senior Construction Buyer
Purchasing Division
City of Markham
Anthony Roman Centre
101 Town Centre Boulevard
Markham, Ontario L3R 9W3

T: 905.477.7000 Ext. 3190
F: 905.479.7762
www.markham.ca

-----Original Message-----

From: Frank Cao [<mailto:cao@ccbooks.ca>]
Sent: April 22, 2016 10:48 AM
To: Casale, Tony
Cc: Pogue, Larry; Sawh, Michelle
Subject: Re: Markham Public Library

Good morning Tony,

I am going out for an appointment in the morning. How about talking about the issues sometime after Tuesday next week?

Thanks,

On 2016-04-22 09:27, Casale, Tony wrote:

Good Morning Frank,

Please let me know if you will be available for a conference call today at 12:00 p.m. today to discuss the following as it relates to RFP # 285-R-13 for the Markham Public Library Material and Processing Services;

1. Any outstanding amounts owing under the Contract (including any costs incurred for materials already ordered).
2. Pick up / delivery of supplies to be returned to the Markham Public Library

If the timing of this teleconference does not meet your schedule, kindly suggest another time.

Thank you,

TONY CASALE

Senior Construction Buyer

Purchasing Division

City of Markham

Anthony Roman Centre

101 Town Centre Boulevard

Markham, Ontario L3R 9W3

T: 905.477.7000 Ext. 3190

F: 905.479.7762

www.markham.ca

MARKHAM PUBLIC LIBRARY MATERIAL AND PROCESSING SERVICES

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Frank Cao

CEO

Chinese Publications for Canadian Libraries Ltd.

105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4

Tel: 416-800-5169 / 647-887-8767

E-mail: cao@ccbooks.ca

www.ccbooks.ca

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Frank Cao

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E-mail: cao@ccbooks.ca
www.ccbooks.ca

ONTARIO
SUPERIOR COURT OF JUSTICE

Between:

Chinese Publications for Canadian Libraries Ltd.

Plaintiff

and

***City of Markham and
Markham Public Library***

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date Issued by

Local registrar

Address of

court office

.....

TO

Defendant : City of Markham

Anthony Roman Centre

101 Town Centre Boulevard

Markham, Ontario L3R 9W3

Defendant : Markham Public Library

Markham Public Library

6031 Highway 7

Markham, ON L3P 3A7

CLAIM

1. The plaintiff, Chinese Publications for Canadian Libraries Ltd. ("CPCL") claims against the defendants City of Markham and Markham Public Library ("MPL"):
 - a. specific performance of the contract; or
 - b. In the alternative, damages in the amount of \$ 280,000 for the followings:
 - I. loss for the products ordered for MPL;
 - II. loss for the revenue starting from January 17, 2016;
 - III. loss for the investments regarding the establishment of the plaintiff;
 - IV. damages to future contracts with other companies;
 - V. damages to the commercial reputation.
 - c. an injunction prohibiting the defendants from entering plaintiff into a contract with a competitor to the plaintiff;

- d. prejudgment interest pursuant to s.28 of the courts of Justice Act; and
 - e. its costs of the action on substantial indemnity basis.
2. CPCL is a small Canadian business, located in Toronto. Qiang Li Cao is the CEO of the CPCL. He is the sole director of the company. On June 20, 2014, the plaintiff won the bid "Markham Public Library Material and Processing Services (multi-lingual Chinese material) " with a total of \$ 1,990,634.97 on a 5 years term, proposed by the defendant City of Markham, to provide acquisition, cataloguing, and processing service for MPL. The materials are in form of books, DVDs and CDs.
 3. In Spite of getting total technical support in serving the library from its vendors outside Canada, the plaintiff had to build and train a professional team in Toronto that worked closely with MPL technical staff because of the complexity and particularity of the service. MPL is the only customer of this kind for the plaintiff, and 98% of the revenue for the plaintiff comes from MPL at present.
 4. Library service at Chinese materials is an international trade business. All the products are ordered outside Canada. The plaintiff also needs to catalogue and process the products before sending the materials to MPL. So at least 3 months are required from booking to delivery to MPL. Getting the contract very late in 2014, the plaintiff didn't deliver the first shipment to MPL until October 30, 2014. Almost all the products of the whole year were concentrated to be delivered to MPL in the last two months in 2014.
 5. Entering 2015, considering the library's customers had enough materials to borrow because of the rush delivery in the last two months in 2014, and also the plaintiff needed some time to perfect its cataloguing system and processing line after the several months' service for the first time, the plaintiff scheduled to deliver less products in the first few months in 2015. MPL technical staff showed no objection to the schedule, and expressed the understanding. Plaintiff kept MPL technical staff informed of the shipping situation each month.
 6. However, on June 17, 2015, MPL technical staff suddenly asked plaintiff to deliver one half of the budget of the whole year by the end of July. It is not a problem to deliver even bigger quantity if the demand was put forward 3 months ahead of time, but it was impossible to meet this quantity in such a short time. The plaintiff explained this to MPL technical staff and promised to speed up the deliveries in the following months.
 7. On August 17, 2015, the plaintiff got a notice termination from the City without any previous warning. The City terminated a separated contract from the whole, the contract of the service

for the "Opening Day South East Branch" (The South East Branch is still under construction, and this cancelled contract will be served in the future), with the cause of "MPL experienced very poor fulfillment" and also "numerous cataloguing / processing errors and expenditure strategy and plan are not being fulfilled". Plaintiff didn't have a chance to explain to the City, the communication between the plaintiff and MPL technical staff on the delivery issue, and the reasons for other errors.

8. After losing the separated contract for "Opening Day South East Branch", the plaintiff faced the risk of another competitor's entering. It is a fact that, if two vendors at Chinese materials coexisted, MPL would have problems in having two different records and prices for the same titles of the products. MPL would likely keep one vendor at Chinese materials for its service for its convenience.
9. Totally relying on the contract, the plaintiff never delayed to correct the errors pointed out by MPL staff, and always accepted the decisions made by MPL staff. After getting the notice termination in August in 2015, the plaintiff never had those errors again in the service.
10. In a meeting with MPL staff in the middle of September in 2015, the plaintiff found that MPL technical staff gave some incorrect comments regarding the plaintiff in their internal report. These comments must discredit the plaintiff. Mr Qiang Li Cao (acting the plaintiff) addressed these incorrect comments by e-mail to MPL senior staff, but didn't get reply.
11. In the latter months in 2015, in some cases, MPL technical staff acted improperly. Some unintelligible incidents brought not only economic losses but also bad reputations to plaintiff.
12. By the time after August in 2015, the plaintiff was very experienced and hardly had errors in providing the service. No competitors in Canada could have a wider selection range for products, make a better marc records for Chinese materials, and offer lower prices than that of the plaintiff at present.
13. While being busy preparing a perfect service in 2016, the plaintiff suddenly got a "notice letter" on January 27, 2016 from the City of Markham, to be told that MPL was preparing a report to recommend to council to terminate the contract. The city didn't tell the specific issues for this recommendation. Plaintiff was asked to stop booking materials immediately. Plaintiff at once informed its vendors to stop sourcing the materials, some of which had been packaged for shipment.

14. Under plaintiff's request, the City gave the "3 specific issues" MPL made against the plaintiff. However, these "issues" were not real facts. Plaintiff clarified immediately to the City. The plaintiff didn't get reply, but received the "notice termination" finally instead on April 18, 2016. The City, in reliance on the incorrect information, improperly terminated the contract.
15. Because MPL is the only customer for the plaintiff, the plaintiff's business came to a standstill from the January 27, 2016. The plaintiff could do nothing but waiting the final decision, while having no revenue but had to pay everything to keep the company running.
16. Library service is a business with a limited market while requiring high technical skills. The plaintiff offered a high level service with very low prices, and operated at a loss in fact. This was because the contract was signed on a 5 years basis, the plaintiff could promote the service (service at Chinese materials) to other libraries in Canada. This one party's contract termination brings heavy damages to the plaintiff:
 - a. The termination of a cultural project in Markham, "Trade Center for Chinese Publications for Canadian Libraries in North America", with a total investment of 65,625,000.00 Chinese dollars within 3 years by a big company in China. The project is designated based on the plaintiff's service for MPL;
 - b. The termination of the platform, "Chinese Books, DVDs & CDs for Canadian Libraries" (<http://prints.ccbooks.ca/>), based on the service for MPL, under construction by the plaintiff;
 - c. The plaintiff will lose its commercial reputation, and stops getting continuous technical assistance and financial help from China, Taiwan and Hong Kong. The plaintiff's career in book industry will stop;
 - d. The collapse of CPCL;
 - e. The sole director of the CPCL is put into huge personal debts with great mental shock.
17. The plaintiff proposes that the trial of this action in Toronto.

Date: May 5, 2016

Qiang Li Cao
Representative
CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES
LTD. 105 - 716 Gordon Baker Rd. Unit 105
Toronto, M2H 3B4
(647) 887 8767 / (416) 800 5169

Court File No. CV-16-552199

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

Plaintiff

- and -

CITY OF MARKHAM and MARKHAM PUBLIC LIBRARY

Defendants

AFFIDAVIT OF VERA GILCHRIST

I, **VERA GILCHRIST**, of the City of Markham, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the Manager of Technical Services and C3 Support for the Markham Public Library ("the Library") and as such have knowledge of the matters hereinafter deposed.
2. I have held this position for the last six years. Previously, I was a Borrower Services Supervisor at two different Markham Public Library branches. In total, I have worked for the Library for 13 years.
3. As Manager of Technical Services and C3 Support, I oversee the receiving and selection services staff for all branches of the Markham Public Library. My team creates Collection Profiles and receives and processes materials, as well as vendor invoices.
4. I have personal knowledge of all the facts stated in this affidavit, except where I have been informed of such facts, in which case I have stated the source of such information and hereby state that I believe all such facts to be true.

5. I have reviewed the affidavits of Tony Casale and Larry Pogue, and agree with and adopt as my own the evidence given therein, to the extent that I have personal knowledge of the events described.

Misrepresentations Leading to the Selection of CPCL's Bid

6. I was part of the team of Library staff that designed the specifications of Request for Proposal 285-R-13 for Markham Public Library Material and Processing Services ("the RFP") and assessed the bids received in response to the RFP. I also likely had the most direct dealing with Chinese Publications for Canadian Libraries Ltd. ("CPCL") than of any Library staff member.

7. The other Library staff members who were involved in evaluating the bids were Larry Pogue, Michelle Sawh, and Suliang Feng.

8. In evaluating the bids received in response to the RFP, we relied on the representations made by each bidder as to their experience, qualifications, and capabilities, and took all such representations in the bids to be true.

9. Section 7 of the RFP stated that by signing the bid, the bidder declared that all the information contained in the bid was in all respects fair and true.

10. We selected CPCL as the winning bidder in large part due to the low prices quoted in its bid, but the representations contained in its bid as to its experience, qualifications, and capabilities were also large factors contributing to its selection. A true copy of the Evaluation Sheet used to assess the bids for the RFP is attached to Mr. Casale's affidavit as **Exhibit "F"**.

11. Based on the representations in its bid, I believed that CPCL was a subsidiary of Beijing Publications Distribution Group ("BPDG") with operations very integrated with BPDG's. Though I am still unclear on the relationship between the two companies, what I have gathered up to now is that CPCL is not an affiliate or subsidiary company of BPDG, but a completely separate company who merely acts as an independent distributor in Canada for BPDG.

12. Because I was under the impression that CPCL was an affiliate of BPDG, I believed that BPDG's library service team of 100+ staff (described in CPCL's bid), including the professional librarians listed by name and educational background, would be involved in servicing the

Talk about the issue to City. City did the qualification survey.

Markham Public Library. I now know, however, that CPCL only had a few staff in Canada, none of whom were professional librarians, and that BPDG's staff was not involved in servicing the Library after cataloguing issues arose while processing CPCL's first shipment.

13. I also believed that CPCL was experienced in creating MARC records and had provided cataloguing services to Canadian libraries in the past based on the many assertions of such in CPCL's bid, examples of which are described in paragraphs 43-45 of Tony Casale's affidavit. Qiangli (Frank) Cao ("Mr. Cao"), the owner/operator/director of CPCL, has since admitted to me that CPCL had to hire and train from scratch its own Canadian cataloguers to enter the MARC records for the Library, and that CPCL had never provided this service to any Canadian library in the past.

14. On August 26, 2015, Mr. Cao, referring to the early days of the Contract, explained:

"We had the support of our big Beijing and Taiwan teams, our first shipment arrived in two months and a half. Our Beijing team did all the records for the materials.

"However we found some small errors were not so easier to be overcome because of the different systems. Then we had to establish a North American cataloguing system in Toronto office and began to develop a Canadian cataloguing team. Our Beijing team came to Toronto to help us.

"It cost us almost two months to fix our system. In fact we did all the records and all the processing of the stuffs within two months. I would like to mention that all our records are originally created, with the description in Chinese characters and cover images. It is we that first catalogue the Chinese materials in this format in Canada, which is meaningful to Chinese readers. This record cost us a lot of time."

Mr. Cao's email dated August 26, 2015 is attached hereto as **Exhibit "A"**.

15. I take this to mean that CPCL had to learn from scratch how to enter MARC records after being awarded the Contract with the Library, and that it had never provided this service to a Canadian library before, which is in direct contradiction to the statement in its bid that had provided MARC records for 63,895 titles to libraries in 2013 (discussed in paragraph 45 of Mr. Casale's affidavit).

CPCL's Breaches of the Contract

16. It became clear to Library staff early on that CPCL had overstated its capacity to fulfil the contract, and understated its prices in its bid for the RFP. For the one and a half (1.5) years following the award of the Contract, we at the Library attempted to make the relationship with CPCL work. However, CPCL was incapable of abiding by the terms of its bid submission (which are described in detail in Mr. Casale's affidavit).

17. CPCL's main performance issues were as follows:

- a. Cataloguing errors;
- b. Failure to comply with delivery targets;
- c. Failure to comply with Collection Profiles; and
- d. Charging prices higher than those quoted in its bid.

Cataloguing Errors

Background

18. On or about August 5, 2014, CPCL signed a Services Agreement with the Library ("the Agreement"). The Agreement was signed after the RFP was awarded and deals solely with the Library's "Customer Centred Classification System" (known as "C3"). The subject matter of the Agreement is the C3 services described in Schedule A to the Agreement. Attached hereto and marked as **Exhibit "B"** is a true copy of the Services Agreement dated August 5, 2014. **Mislead judge!**

19. C3 is a simplified classification system developed by the Library that it uses in lieu of the Dewey Decimal System.

20. MARC records, on the other hand, are "machine-readable cataloguing records", which are bibliographic records used for cataloguing library collections. MARC records are used internationally and the Library uses the standard international format.

21. The title's classification (location), which is determined by the C3 organizational system, is a line of the MARC record. This is the only difference between the Library's MARC records and those of other libraries. The format of the Markham Public Library's MARC records does not require any customization because the classification of the title is already a standard field in a

Right!

MARC record. The contents of that field are simply different (the C3 classification rather than the Dewey Decimal classification, for example).

22. It should not have been a surprise to CPCL that the Library used the C3 system as section 8.2.13 of the RFP stated that the vendor would be required to classify materials using C3.

23. Section 8.2.13 of the RFP (page 19) also stated that for multilingual materials, the titles in the MARC records would be transliterated to English characters. The RFP is attached as **Exhibit “A”** to Tony Casale’s affidavit.

Cataloguing Errors

24. As admitted in the August 26, 2015 email from Mr. Cao quoted above, CPCL was inexperienced in cataloguing and had a steep learning curve at the outset of the Contract.

25. In 2014, 55% of CPCL’s MARC records contained errors.

26. These kinds of errors continued throughout January, February, and March 2015. In April 2015, for the first time, there were no errors, however, in May, there were 69 errors (out of 355 records).

27. By mid-2015, CPCL’s error rate had reduced to 9%. Though there was improvement with time, many of CPCL’s MARC records continued to be incorrect throughout 2015 and into January 2016, when we decided to terminate the Contract.

28. CPCL’s MARC records contained significantly more errors than any of the Library’s other vendors. An acceptable MARC record error rate is 1%.

29. Mr. Cao blames the initial cataloguing errors (and resulting delivery delays) on a problematic transition from Chinese MARC records to Canadian MARC records. Apparently, BPDG’s Chinese MARC records were not transferrable to Canada. Mr. Cao has also mentioned that BPDG’s Beijing cataloguers were either unwilling or unable to do the cataloguing records for books that were of a “different political ideology”. This led to CPCL having to hire and train from scratch a completely new cataloguing team in Canada, after the Contract with the Library was

already underway. An email explaining this dated September 16, 2015 from Mr. Cao to Larry Pogue, which Mr. Pogue forwarded to me, is attached hereto as **Exhibit "C"**.

30. If CPCL was as experienced in providing MARC records to Canadian libraries as it represented itself to be in its bid, it would have already known of these difficulties, and likely would have already had a Canadian cataloguing team.

31. Further, other than transliterating the titles from Chinese to English characters, and replacing the classification field with the C3 classification, I am not aware of any reason why the MARC records would not be transferrable between China and Canada, as the Library uses the standard international MARC format.

Failure to Comply with Delivery Targets

32. As discussed in detail in Tony Casale's affidavit, the delivery targets/expenditure plan required by the Contract were:

- 30% of the year's products by March 31;
- 50% of the year's products by June 30;
- 80% of the year's products by September 30;
- 90% of the year's products by October 31;
- 98% of the year's products by November 30; and
- 100% of the year's products by December 15.

33. 2014 was not a regular year because the Contract commenced in June, but there were problems with CPCL's delivery schedule that year that caused repercussions for 2015.

2014 Delays

34. CPCL did not make its first delivery to the Library until November 27, 2014, and it was a small delivery. At that time, the Library had received only \$13,000 worth of materials out of the \$214,438.35 budgeted for 2014.

35. On November 27, 2014, I held a meeting with Mr. Cao to discuss this issue. In order to make up for the lack of deliveries earlier in the year and meet the budget set for 2014 in the Purchase Order, we agreed to extend the deadline for 2014 deliveries to January 9, 2015. This was

the latest date that would permit spending from the 2014 budget. I sent an email to Mr. Cao confirming this on December 1, 2014, a true copy of which is attached hereto as **Exhibit "D"**.

36. During the meeting, Mr. Cao assured me and the other Library staff present that CPCL would start delivering approximately 2,500 items per week in order to meet the extended deadline. However, by December 18, 2014, the Library had received only \$63,000 worth of materials from CPCL, leaving \$151,000.00 to be delivered between then and January 9th, 2015.

37. I had another meeting with Mr. Cao on December 18, 2014. He blamed the delivery delays on the cataloguing issues, but promised to have all materials processed and delivered by the January 9th deadline. I sent an email to Mr. Cao confirming this on December 18, 2014, a true copy of which is attached hereto as **Exhibit "E"**.

38. Due to the City's budgetary pressures, it is important that the entire budget allocated for each year in the Purchase Order is spent. Otherwise, the Purchase Order is subject reduction the next year by City Council. We always buy up to the amount allocated for a given project in order to protect our budget.

39. CPCL made huge deliveries in December 2014 and every day the first week of January 2015. This avalanche of new material caused many backups and problems for the Library as our staff attempted to process half a year's worth of books within a few weeks (and over the holidays, no less).

40. The avalanche of materials at the end of the year was also against the spirit and intent of the delivery targets set out in the contract, which requires only the last 2% of the materials to be delivered in December (and by December 15th, before the holidays).

2015 Delays

41. In 2015, the first full year of the Contract and therefore the first year that the delivery targets would fully apply, CPCL made few deliveries in the first half of the year (none at all in February) and was on track to once again backload all of its deliveries at the end of the year. On August 26, 2015, Mr. Cao admitted that the delayed 2014 deliveries had affected the 2015 delivery schedule:

“For all of the above reason [the cataloguing issues] we delivered most of the materials in a rush at a final time around the Christmas days. The delayed deliveries affected the second year. For the first two months, we dealt with the first year’s issues. Here I admit that I made a mistake. I began to give order from January. I meant to have more new products in 2015. It was the time of Chinese spring festival, follow a low publishing period of several months. I knew that but I didn’t expect that it turned out so big a problem. I received the new stuffs in early April. So as you see we sent nothing for the first two months, and a small amount in March and April.”

Mr. Cao’s August 26, 2015 email is attached hereto as **Exhibit “A”**.

42. By June 17, 2015, only 17% of the annual budget had been spent, whereas the targets required 50% to be spent by June 30th.

43. On June 17, 2015, I sent an email to Mr. Cao advising that if CPCL had not met the 50% target by the end of July (a one-month extension from the Contract requirements), the Library would have to review the Contract. A true copy of my email dated June 17, 2015 is attached hereto as **Exhibit “F”**.

44. CPCL’s July deliveries were quite small, however, and by July 16, 2015, CPCL still had only delivered 26% of the budget for the year. On July 16, 2015, I sent another email to Mr. Cao clearly stating that the Library required 5,661 books and 2,462 DVDs by the end of July in order to reach the 50% target. I also stated (for the second time) that if CPCL could not deliver these items by the end of July, the Library would have to review the Contract. A true copy of my email dated July 16, 2015 is attached hereto as **Exhibit “G”**.

45. On July 23, 2015, Mr. Cao promised that CPCL would deliver \$50,000 worth of materials per month for the rest of the year, and that it would meet the delivery target by the end of November. A true copy of Mr. Cao’s July 23, 2015 email in which he made these assurances is attached hereto as **Exhibit “H”**.

46. On August 26, 2015, Mr. Cao assured me that CPCL had enough new materials in its storage for the rest of the year and would be able to deliver the entire budget before mid-December. Mr. Cao’s August 26, 2015 email is attached hereto as **Exhibit “A”**.

47. While CPCL for the most part made weekly deliveries for the rest of 2015, it did not catch meet its agreed-upon delivery targets. CPCL delivered its last 2015 shipment on December 24, 2015. A total of \$50,481.24 worth of materials were delivered in December 2015, which amounted to more than 17% of the 2015 budget (compared to the 2% that should have been delivered in 2015 according to the RFP). Attached hereto and marked as **Exhibit "I"** is a true copy of CPCL's December 2015 invoice summary.

48. In the end, the total shipments made in 2015 exceeded the amount allocated for 2015 in the Purchase Order. Just as the Library cannot spend significantly less than the Purchase Order without losing its budget allocation, it also cannot spend more than the amount allocated for a given year. We are limited to our allocated budget. As a result, two of the December 2015 invoices had to be paid out of the 2016 budget. An email exchange to that effect dated January 6, 2016 between Samantha Lau (a member of my staff) and Mr. Cao, on which I was copied, is attached hereto as **Exhibit "J"**.

Failure to Comply with Collection Profiles

49. Collection Profiles set out the types of materials the Library wants for each branch's collection. The Library creates the Collection Profiles, and the vendors (in this case, CPCL) are supposed to select materials in accordance with the Collection Profiles. Usually vendors employ professional librarians to select materials, but in CPCL's case Mr. Cao, whose professional background is as a bookseller (not a librarian), did all the selection. (Again, this is contrary to what we had understood from the bid, which listed by name and educational qualifications several professional librarians.)

50. As is discussed in more detail in Tony Casale's affidavit, CPCL was contractually obligated to abide by the Library's Collection Profiles. However, throughout the Contract, CPCL failed to supply materials within the confines of the Collection Profiles. Further, it would consistently and knowingly supply materials outside the Collection Profiles without first asking the Library whether it was okay to do so. The Library was left to discover for itself the unsuitable materials while processing each shipment. As a result, the Library had to return and obtain refunds for a significant number of materials over the course of the Contract.

51. The Collection Profiles were created by Anthea Bailie, the Library's Collection Strategist (a member of my team). I have reviewed the Collection Profiles and am familiar with their contents. Attached hereto and marked as **Exhibit "K"** is a true copy of the 2014 Collection Profiles. The 2014 Collection Profiles were emailed to Mr. Cao on June 27, 2014.

52. The 2014 Collection Profiles gave purchasing guidelines and specified certain items that were not to be purchased. All DVDs supplied had to be compatible with Canadian players. DVDs were to be of films produced within the previous two (2) years. No duplicate copies of any item were to be purchased for any branch (single copies per branch, only) unless otherwise requested. No items with moveable, fuzzy, sparkly, pop up, or other delicate interactive components were to be purchased. All materials were to be of interest to the general public. These are just a few of the rules and guidelines in the Collection Profiles, which also set out the genres in demand at each branch location.

53. The purchasing guidelines also specified that 50% of Chinese print materials were to be traditional characters and 50% were to be simplified characters. This was in accordance with a contractual requirement, as page 4 of CPCL's bid submission (**Exhibit "B"** to Tony Casale's affidavit) stated that the ratio of simplified to traditional characters for print materials supplied would be 50:50. The bid also indicated that this proportion may be adjusted according to the Library's requirements.

54. Library staff first noticed selection issues while processing the barrage of shipments received in December 2014 and the first week of January 2015. A major issue at that time was CPCL's selection of materials for children and young adults. The young adult material was too complicated for Canadian-born children, and there were many books for young children that had moveable, fuzzy, sparkly, pop up, or other delicate interactive components, a clear contravention of the Collection Profiles.

55. I emailed Mr. Cao about these issues on January 15, 2015, and held a meeting with him and certain Library staff members to discuss these issues on January 20, 2015. A true copy of my email dated January 15, 2015 is attached hereto as **Exhibit "L"**. My summary of the meeting (prepared January 21, 2015) is attached hereto as **Exhibit "M"**, which I verily believe is an

Strongly recomend to read Exhibit L and M !

accurate summary of the matters discussed at that meeting. I and hereby adopt the contents of the summary as if they form part of my affidavit.

56. Myself and other Library staff had another meeting with Mr. Cao on February 12, 2015 to provide him with clarification on the Collection Profiles. My summary of the meeting (prepared February 13, 2015) is attached hereto as **Exhibit "N"**, which I verily believe is an accurate summary of the matters discussed at that meeting. I and hereby adopt the contents of the summary as if they form part of my affidavit. **Stongly recoment to read Exhibit N!**

57. After the February 12, 2015 meeting, Ms. Bailie updated the Collection Profile for existing collections in an attempt to clarify some of CPCL's confusion. More items were added to the "do not purchase" list, including materials the Library already had in circulation, and thumbnail photographs were added to show samples of the types of materials that should not be purchased. Attached hereto and marked as **Exhibit "O"** is a true copy of the 2015 Collection Profile for the existing collections. The 2015 Collection Profiles were emailed to Mr. Cao on February 19, 2015.

58. The clarifications did not seem to help, however, as CPCL continued to supply unsuitable materials after these meetings and revisions to the Profiles.

59. A major issue in the first half of 2015 was that CPCL delivered far more simplified script materials than traditional script materials (by mid-year the split was 73%-27%).

60. In my June 17, 2015 email to Mr. Cao (**Exhibit "F"**, discussed above), I reminded him that the split between simplified and traditional materials should be 50:50. I reminded him again in my July 16, 2015 email (**Exhibit "G"**, discussed above).

61. By the end of the year, the split had improved to 55%-45%, but there were still more simplified than traditional materials (simplified script is actually the less popular script among Markham's Chinese residents).

62. CPCL also had problems providing DVD selections within the Collection Profiles. Library staff instructed CPCL many times not to supply DVDs older than two years, or that were Hollywood movies with Chinese subtitles, but CPCL continued to supply them.

63. In 2015, the Library agreed to extend the age of acceptable DVDs from two years to six years in order to help CPCL meet its DVD delivery targets. However, CPCL still had trouble delivering DVDs within the expanded Collection Profiles.

64. In August 2015, the Library returned several DVDs with release dates older than six (6) years, and/or that were American movies with Chinese subtitles or dubbed soundtracks. Further, CPCL included in shipments a significant number of Japanese and Korean (with no Chinese language track), which were returned. In August 2015, an entire shipment of DVDs had to be returned because they were in Taiwanese and older than six (6) years. An email to that effect from Samantha Lau to Mr. Cao dated August 13, 2015, on which I was copied, is attached hereto as **Exhibit "P"**. A few samples of problematic DVDs supplied by CPCL are attached hereto as **Exhibit "Q"**. **Make those times in order and understand the truth.**

65. On August 5, 2015, I advised CPCL that the Library would no longer be accepting materials that were not within the Collection Profile, and offered to move some of the DVD budget to the print or CD budgets if CPCL was having trouble finding DVDs within the Profile. A true copy of my August 5, 2015 email to Mr. Cao is attached hereto as **Exhibit "R"**.

66. In November 2015, Mr. Cao asked us to accept Korean and Japanese DVDs with Chinese subtitles only (not overdubbed). We refused, reminding Mr. Cao that CPCL's contract was to provide materials in Chinese languages (Mandarin and Cantonese) only. The Library had a different vendor for materials in other languages. This exchange occurred over several emails in November 2015. A true copy of that email exchange is attached hereto as **Exhibit "S"**.

67. As a result of these selection issues, a number of materials had to be returned for credit. By October 30, 2015, the Library had returned more than \$15,535.65 worth of materials that CPCL had supplied outside of the Collection Profiles (and this amount represents only the credits outstanding between August and October 2015; many more materials had been returned and credited before that). An October 30, 2015 email exchange between Mr. Cao, Samantha Lau, and I discussing the credit is attached hereto as **Exhibit "T"**.

68. After Tony Casale sent the January 27, 2016 notice letter indicating that the Library would be seeking City Council's approval to terminate the Contract, Mr. Cao admitted to me that CPCL

had not stuck strictly to the Library's Collection Profiles, and should have cleared any deviations from the Collection Profiles with the Library first). His email dated February 29, 2016 to that effect is attached hereto as **Exhibit "U"**.

69. The materials provided by CPCL circulated poorly and the Library received many complaints from its users on a variety of issues, including but not limited to incomplete book or DVD sets, DVDs incompatible with Canadian players, and sub-par audio and video qualities. Samples of complaints received from the Library's users are attached hereto as **Exhibit "V"**. Some examples of the complaints received are as follows:

- a. January 13, 2016: "Besides being a Region 3 disc, which is not usable on most Region 1 DVD players in North America, Cai shen ke zhan, the movie DVD I am returning today, is not viewable on any device, and that includes my Sony Blu-ray player, Philips DVD player, my computer's various video players (VLC, WMP, etc.), or just by individual files on the disc. Please destroy the disc so that library patrons do not have to waste our time trying to play it!"
- b. November 23, 2015: "I've noticed that most (all?) of the Chinese movies that MPL has acquired lately (a few months if not more) is supplied by a distributor that gets its movies designated for the Malaysian market (instead of Hong Kong) and those are sub-par in audio/video qualities...They both only provide stereo soundtracks and the video quality is bad. This contrasts with the past when MPL used to be supplied with the Hong Kong versions that offer Dolby Digital and DTS (if available) and the video qualities is much better."
- c. July 21, 2015: "why library always purchase DVD with the wrong regions? can they buy something that allow to be viewed by ALL regions????"
- d. July 24, 2015: "pls don't waste the tax payer's money to buy the DVD with the wrong region which the reader could not view"
- e. November 29, 2015: "waste of resources"
- f. January 6, 2016 (from a Library staff member, regarding her neighbours' complaints): "As I was working through the traditional adult fictions that CPCL provided us, I have noticed that most of the books were published in Taiwan. Therefore, the majority of authors were Taiwanese. If CPCL can include fictions from Hong Kong publishers and writers, it would definitely benefit our customers as there are a lot of customer who live in Markham who were from Hong Kong. Several of my neighbours complained to me

that MPL do not have new fictions from Hong Kong authors for a long time.”

70. These are just a few examples of the complaints received by the Library about the materials supplied by CPCL.

Charging Prices Higher than the Bid Prices

71. CPCL charged the Library well in excess of the prices set out in its own bid for the material it supplied throughout the entirety of the Contract.

72. On August 5, 2015, I expressed my concern over the prices charged for DVDs in an email to Mr. Cao. The average price of DVDs supplied by CPCL to that point was \$48.00, whereas the average total price quoted in the bid was \$25.60. My email to Mr. Cao dated August 5, 2015 is attached hereto as **Exhibit “R”**.

73. Mr. Cao responded by advising that CPCL had cheaper DVDs that it would deliver later in the year (presumably, to lower the average price of the DVDs provided throughout the year). His email is included in **Exhibit “R”**.

74. However, this never happened. The prices stayed high throughout the year. CPCL’s 2015 invoices are attached to Larry Pogue’s affidavit as **Exhibit “I”**.

75. On August 17, 2015, Mr. Cao wrote me a letter in which he admitted that his average DVD price was \$49.69. He wrote that his DVD prices were comparable with YESASIA, seemingly in an attempt to validate charging prices higher the quoted bid price. He advised that CPCL was “trying” to reduce its costs to meet the quoted price, which he referred to as a “goal”. Attached hereto and marked as **Exhibit “W”** is a true copy of Mr. Cao’s letter dated August 17, 2015.

76. On August 26, 2015, Mr. Cao sent me an email indicating that CPCL would actually be increasing its prices “to meet with the problems of falling exchange and the past price increasing. Attached hereto and marked as **Exhibit “A”** is a true copy of Mr. Cao’s email dated August 26, 2015.

reconment to read Exhibit W and A

77. It was at this point that Larry Pogue, the Director of Administration for the Library, stepped in and began to deal with Mr. Cao directly on the pricing issue. His communications with Mr. Cao on this point are discussed in detail in his affidavit.

78. As discussed in Mr. Pogue's affidavit, in September 2015 the Library and CPCL agreed that the Library would accept CPCL's prices until the end of 2015, after which point CPCL would be required to abide by the bid prices.

79. However, the first two invoices received from CPCL in January 2016 both charged prices much higher than the bid prices. True copies of these invoices are attached hereto as **Exhibit "X"**.

80. On January 11, 2016, I informed Mr. Cao that the prices of the following invoices would have to be adjusted as follows:

- a. Invoice 200240, December 24, 2015 (since this invoice had to be paid out of the 2016 budget) – CDs – Charged price of \$20.00 needed to be adjusted to reflect the bid price of \$6.00 per unit.
- b. Invoice 300201, January 7, 2016 – DVDs – Charged price of \$45.00 needed to be adjusted to bid price of \$25.60.
- c. Invoice 300202 – January 7, 2016 – DVDs – Charged price of \$30 needed to be adjusted to bid price of \$25.60.

My email dated January 11, 2016 is attached hereto as **Exhibit "Y"**.

81. In an email dated January 15, 2016, Mr. Cao accepted the adjustments to the invoices and admitted that CPCL's average invoiced prices had been higher than the bid prices; however, he concluded his email by asking the Library to continue to accept CPCL's higher prices. He wrote:

"Some time ago we talked the prices, when you told that library would pay according to the real prices I felt excited at once. I think that is most reasonable mode for library service. And then you said our company was a different issue, I felt downhearted. Now I ask for assistance again. I hope you can continuously support us, to give us the same price mode. What we can do in return is to provide you a much better service."

Mr. Cao's email dated January 15, 2016 is attached hereto as **Exhibit "J"**.

82. Mr. Cao did not acknowledge that the Library's acceptance of the higher prices in 2015 was prefaced on the prices being reduced to the bid prices in 2016. In response, I reminded Mr. Cao that the September agreement always required CPCL to abide by the bid prices in 2016. I requested a meeting with Mr. Cao to discuss these issues. My email dated January 15, 2016 is included in **Exhibit "J"**.

83. I met with Mr. Cao on January 20, 2016. Anthea Bailie, Polly Chan, and Samantha Lau from the Library also attended the meeting. At this meeting, Mr. Cao stated that he wanted to negotiate a new contract with the City with different prices. He would not listen when we attempted to explain how Library budgeting and public procurement work (i.e. why a renegotiation of the contract was not an option). When the issue of the two 2015 invoices being moved to the 2016 budget came up, he became very angry and began yelling at the Library staff members. He was so abusive towards us that Ms. Chan and Ms. Bailie had left the room before the end of the meeting. (Ms. Lau had left the room before Mr. Cao's eruption began.) I remained until the end of the meeting but felt apprehensive about Mr. Cao's volatile behaviour. He seemed to be at a breaking point and I was not sure how much further his behaviour would escalate.

84. Following the meeting, I sent my meeting notes to Mr. Pogue and Michelle Sawh. My typewritten meeting notes are attached hereto as **Exhibit "Z"**. I verily believe my notes to be an accurate summary of the discussions at that meeting, and hereby adopt the contents of the notes as if they form part of my affidavit.

85. My understanding is that after discussing Mr. Cao's behaviour at the meeting, they decided that it was time to terminate the Contract. The meeting was a pivotal point in the Library's decision to terminate the Contract.

86. On January 22, 2016, Mr. Cao sent me an email reiterating that he wanted to re-negotiate the Contract. He wrote:

"We didn't intend to give wrong prices when we fulfilled the bidding form. However, we did not leave any space for unexpected issues. Unfortunately some unexpected costs occurred, such as the cataloguing issue and sudden falling down rate etc, which I had explained before.

“Prices are always the key problems. Now Library asks us to go back to stick to the bid prices from 2016, and also library will change the profile and requirements. We quite agree that we change the profile according to the customers’ requirements and we will surely carry them out strictly. However, any adjustment of conditions will affect the prices. As far as I know that in business activities two parties are allowed to negotiate the prices when some conditions need to be changed, or some unexpected and uncontrolled events happen. The principle for a contract is to protect the mutual profits. We hope that we are honest with each other. We fully understand library always selects a better vendor. It is obvious that we could provide a much better service next. Here I put forward some of our views only try to negotiate with library. We guarantee our prices are the lowest.”

Mr. Cao’s email and attachment dated January 22, 2016 are attached hereto as **Exhibit “AA”**.

87. The “cataloguing issue” Mr. Cao was apparently referring to in the above-quoted email is that when he bid on the RFP, he filled out the Bid Form as if MARC records could be charged per copy rather than per unique title (in addition to the fact that he had to hire a team of Canadian cataloguers, as previously discussed).

88. In CPCL’s first invoice, dated October 30, 2014, it charged for MARC records per copy delivered, rather than per unique title. For example, if CPCL delivered six copies of the same book, it would charge for six MARC records rather than one. Attached hereto and marked as **Exhibit “BB”** is a true copy of CPCL’s invoice number 100201 dated October 30, 2014 (before it was adjusted to bill for MARC records properly).

89. Upon review of the invoice, Samantha Lau, a member of my staff, emailed CPCL to advise that the MARC records had been charged incorrectly. I was copied on the email. Ms. Lau’s email dated November 3, 2014 is attached hereto as **Exhibit “CC”**.

90. Mr. Cao responded on November 6, 2014, asking for clarification, as he had intentionally charged for per copy for cataloguing, not per title. In filling out the Bid Form, Mr. Cao assumed that CPCL would be able to charge the Library for the MARC record for each duplicate copy provided. Mr. Cao’s email dated November 6, 2014 is included in the email exchange at **Exhibit “CC”**.

91. Only one cataloguing record is necessary for each unique title. There is no need to enter a duplicate MARC record for a second copy of a given title. The same MARC record is used for each copy.

92. I emailed Mr. Cao on November 10, 2014 to confirm that Ms. Lau was correct; charges for MARC records should be made on the basis of unique titles rather than copies. My email dated November 10, 2014 is included in **Exhibit "CC"**.

93. On November 12, 2014, Mr. Cao agreed to cease the practice and bill for one MARC record per title. He also admitted that he had read in the RFP that charges for MARC records were to be charged on the basis of unique titles rather than copies. However, he claimed he had been confused by the format of the Bid Form. Mr. Cao's email dated November 12, 2014 is included in **Exhibit "CC"**.

94. Despite the clear language to the contrary in other parts of the RFP, Mr. Cao simply assumed that the Bid Form was requesting a price for the MARC record per copy rather than title, without seeking clarification from the City before bidding (there was an open question period before bidding closed). If Mr. Cao was confused about any aspect of the RFP, he should have submitted a question within the question period.

95. In his November 12, 2014 email to me (**Exhibit "CC"**), he admitted that the misunderstanding was his fault, and that he should have questioned it earlier.

96. The issue of the cost of the MARC records nonetheless became one of the reasons consistently proffered by Mr. Cao for the difficulty CPCL had in meeting its bid prices. Despite the admission in Mr. Cao's November 12, 2014 email that he had misunderstood the Contract, he has stated on numerous subsequent occasions that this was an unfair change by the Library to the Contract. That is not accurate. From the beginning, it was clearly stated on page 19 of the RFP that, "The Library will not pay for MARC records for ADDED copies."

97. Further, an experienced library vendor would know when bidding that MARC records are universally only created once per title and would have understood that the "unit cost for MARC record" column on the Bid Form was referring to the number of unique records, not the total number of copies delivered. None of our other vendors of other foreign language materials have

had this misunderstanding, and they bid using the same Bid Form. Even the question submitted by another bidder (discussed in Mr. Casale's affidavit) about the "unit cost for MARC record" column on the Bid Form shows that the bidder knew MARC records were billed by unique title, not copy.

Termination of the Contract

98. For all of the above reasons, it was clearer than ever by the end of January 2016 that we had to terminate the Contract with CPCL. We felt that CPCL had been given many opportunities to bring its operations into compliance with the Contract, but failed to do so.

99. On January 26, 2016, Mr. Cao emailed to tell me that he would be in China February 5-23, 2016, during which time he would visit book fairs and purchase new materials for the Library. Mr. Cao's email dated January 26, 2016 is attached hereto as **Exhibit "DD"**. I informed Mr. Pogue that Mr. Cao was planning to purchase more materials for the Library.

100. As discussed in Mr. Casale's affidavit, Mr. Casale sent CPCL written notice that the Library would be seeking Council approval for termination of the Contract on January 27, 2016. The January 27, 2016 notice letter is attached as **Exhibit "L"** to Mr. Casale's affidavit.

101. At Mr. Casale's request, Larry Pogue and I attended the meeting on February 2, 2016 with Mr. Cao. I agree with and adopt as my own all of the evidence given in Mr. Casale's affidavit about that meeting, and can confirm that the Library does not have its own cataloguing staff, as cataloguing is a task we require all of our vendors to provide. If we were to accept uncatalogued materials, we would have to outsource cataloguing to a third party, at considerable additional cost.

102. Notwithstanding this, we agreed that we would accept deliveries of catalogued and processed materials until February 26, 2017 (30 days from the date of the notice letter). My meeting notes are attached as **Exhibit "N"** to Mr. Casale's affidavit.

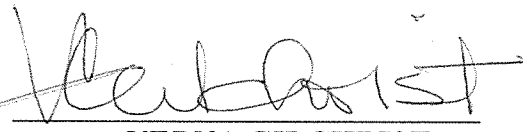
103. I confirmed that February 26, 2016 was the deadline for CPCL's final deliveries by email to Mr. Cao on February 16, 2016. Attached hereto and marked as **Exhibit "EE"** is a true copy of my email dated February 16, 2016.

104. CPCL's last deliveries to the Library were made on February 25, 2016.

105. On February 29, 2016, I confirmed in response to an email from Mr. Cao that, as explained in Mr. Casale's January 27, 2016 letter, the Library's intent was to terminate the Contract, and that the City would issue a formal written notice once the termination was approved by City Council. My email dated February 29, 2016 is attached hereto as **Exhibit "U"**.

106. I swear this Affidavit in support of the Defendants' motion for summary judgment and for no other purpose.

SWORN BEFORE ME
at the City of Markham,
in the Province of Ontario,
on April 20, 2017.



VERNA GILCHRIST

Conclusion: lies from the beginning to the end. I need to argue about all those lies one by one.



CHINESE PUBLICATIONS FOR CANADIAN
LIBRARIES LTD.
Plaintiff

and CITY OF MARKHAM et al.
Defendants

Court File No. CV-16-552199

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF VERA GILCHRIST

BOGHOSIAN + ALLEN LLP
Litigation Counsel
65 Queen Street West, Suite 1000
Toronto, Ontario M5H 2M5

David G. Boghosian – LSUC#: 28922P
Magdalena Fish – LSUC#: 65499N
Tel: 416-367-5558
Fax: 416-368-1010

Lawyers for the Defendants,
City of Markham and Markham Public Library

Subject **RE: su@ccbooks.ca**
 From Magdalena Fish <MFish@boglaw.ca>
 To 'Frank Cao' <cao@ccbooks.ca>
 Cc 'su@ccbooks.ca' <su@ccbooks.ca>
 Date 2017-01-02 16:38



Dear Mr. Cao,

I sent you the Affidavit of Documents on Friday. I don't understand what you mean when you said you did not receive my "list of evidences" until this morning. I did not send you any emails this morning.

You will have digital copies of the documents listed in our Affidavit of Documents after you tell us which documents you do not already have. There are hundreds of pages of documents and it is too expensive to send you all of them when you already have most of them. For example, you already have all the emails and letters exchanged between you and the library, and all of the invoices you sent to the library. I have explained this to you several times now. If you do not understand, please have someone translate this email for you.

All of the relevant documents in our possession are listed in the Affidavit of Documents, as required by the Rules of Civil Procedure. Therefore every "important document" you "expect" is contained on that list. If you are confused about what a particular document is, please add that to the list of documents you need us to send you in digital format.

You will have all of the documents you request from our Affidavit of Documents before the summary judgment motion is heard, and before either side has to prepare motion materials. If that is the only reason you want to conduct oral examinations, the examinations will not be necessary. I reiterate that pre-hearing examinations and cross-examinations in this case would not be helpful, and would only add unnecessary time and expense.

If you are insistent on proceeding with oral examinations, I would request that you please hire a lawyer and a translator for the examinations. You would also be responsible for paying for the court reporter.

Mediation and an early trial date are not compulsory before a summary judgment motion. If you intend to argue that those steps are necessary tomorrow I will vigorously argue against you as those steps would be immense wastes of time and money, and would delay the resolution of this matter. No resolution would come out of mediation. Mediations also involve hiring mediators, who charge hundreds of dollars per day for their time, the cost of which you would be responsible for paying at least half.

I look forward to receipt of your revisions to the CPC form. Please send your revisions before 9:00 p.m. as that leaves no time for me to respond if necessary.

Regards,
 Magdalena Fish
 BOGHOSIAN + ALLEN LLP

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: Monday, January 02, 2017 4:45 PM
 To: Magdalena Fish <MFish@boglaw.ca>
 Subject: RE: su@ccbooks.ca

On 2017-01-02 14:05, Magdalena Fish wrote:

Dear Mr. Cao,

Please find my responses to your changes based on question number below:

3. "Defendants' material breaches in the case" doesn't make sense. It is clearer if you leave it as "breach of contract" which I believe I had written before. For a breach of contract to be actionable it would have to be material so materiality is implied by "breach of contract".

10. Throughout the form you have referred only to yourself as giving evidence on behalf of CPCL so I believe this number should be 1. This number refers only to your own witnesses and does not include our witnesses.

11-12. Rule 39.03 examinations are for examinations of your own witnesses, if you would rather have a transcript of oral examinations entered as evidence instead of writing affidavits. Rule 39.03 does not

apply to examinations of the opposing party's witnesses. Larry Pogue and Verna Gilchrist are our witnesses. Unless you intend to hire a lawyer to examine yourself for a transcript to be entered into evidence rather than writing an affidavit, the number at Question 11 should be 0.

16-18. You previously said that you agree that no pre-hearing examinations should take place so I do not know why you have written "pending" for these answers. The answer for question 16 should be 0 and for number 18 should be "not applicable".

25. The answer to this question should be no. We already exchanged settlement offers which were refused. You will never get any better offer than the one we already gave you. There is no point in having a mediation session, which will only serve to delay the matter and increase costs.

27. This is absolutely not an appropriate case to assign an early trial date instead of holding a summary judgment motion. Summary judgment motions are dealt with in 1 day. A trial would take several weeks. You can make the argument you have written in this question at the summary judgment motion itself to argue against granting summary judgment, but it is not appropriate to be making arguments on the merits here for a scheduling attendance. Further, if our summary judgment motion is not completely successful at dismissing your action, it will proceed to a normal trial afterwards. You will only lose the right to a full trial if the summary judgment motion is successful at completely dismissing your action. Even if the summary judgment motion is not successful, it will reduce the amount of issues that need to be determined at the trial, and possibly reduce the amount of trial time necessary. A summary judgment motion is the fastest and most efficient way of bringing this case to a quick conclusion.

29. Some of the additional issues you have listed are duplicative of the issues I have already written.

37. You said you agreed there should be no examinations and yet here you have written that cross-examinations on affidavits should take place 20 days before the hearing date. I previously explained that oral examinations will not be an efficient use of time, nor will they yield any helpful results to either party. Unless you plan to hire a lawyer to conduct these examinations for you, I do not agree that they should be held at all. If that is your intention, please advise, as I will likely want to cross-examine you on your affidavit.

Please find our revised version of the Case Info Sheet attached.

Please note that our office is closed today and therefore the best way to reach me before the attendance tomorrow is by email.

Regards,
Magdalena Fish
BOGHOSIAN + ALLEN LLP

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: Monday, January 02, 2017 1:40 PM
To: Magdalena Fish <MFish@boglaw.ca>
Subject: su@ccbooks.ca

Hello Ms Fish,

To avoid misunderstanding, I do some correction on the previous sheet.

Thanks,

Dear Ms Fish,

I had a big nap and find your email just now. I need to consider your revised one and will write back to you

before 9 pm today.

But one thing I must clarify that I said yes for the cross examinations in previous email because I didn' t get your list evidence till this morning. I can not find the important ones we expect. I just simply followed that your "not efficient use of time". If we don' t have enough evidences, how do we decide a case? Also I thought I must strictly follow you because it is you who takes the motion. I almost made a big mistake.

And more I want to tell in advance, I will stick to my views for the mediation choice, and an appropriate case to assign an early trial date.

If they are not compulsory. Or we can argue that in court tomorrow?

We have another employee will join in the case. She is Suqun.

Thanks for your advice and efforts.

--

Frank Cao

CEO

Chinese Publications for Canadian Libraries Ltd.

105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4

Tel: 416-800-5169 / 647-887-8767

E-mail: cao@ccbooks.ca

www.ccbooks.ca

Subject **RE: pre-hearing examinations?**
From Magdalena Fish <MFish@boglax.ca>
To 'Frank Cao' <cao@ccbooks.ca>
Date 2016-12-30 14:45



Hello Mr. Cao,

I don't believe pre-hearing examinations would be helpful or an efficient use of time in this case.

Regards,
Magdalena Fish
BOGHOSIAN + ALLEN LLP

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: Friday, December 30, 2016 3:35 PM
To: Magdalena Fish <MFish@boglax.ca>
Subject: pre-hearing examinations?

hello Ms Fish,

Do we need pre-hearing examinations for this summary judgment?

Thanks,

--

Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
www.ccbooks.ca

Court File No. CV-16-552199

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

Plaintiff

- and -

CITY OF MARKHAM and MARKHAM PUBLIC LIBRARY

Defendants

FACTUM OF THE DEFENDANTS AND MOVING PARTIES

PART I – NATURE OF THIS MOTION

1. This is a motion for summary judgment brought by the Defendants seeking dismissal of the Plaintiff's action and judgment on the Defendants' Counterclaim.

PART 2 – OVERVIEW STATEMENT

1. This action arises from the termination of a contract for the supply of Chinese language materials to the Markham Public Library ("the Library") between the Library and the Plaintiff, Chinese Publications for Canadian Libraries Ltd. ("CPCL"). The contract was awarded to CPCL in June 2014 as a result of a bid it submitted in response to a Request for Proposal issued by the City of Markham ("the City"). The term of the contract was intended to be four (4) years, seven (7) months, from June 2014 to December 2018.

2. After the contract commenced, it soon became clear to the Library that CPCL had grossly overstated its capacity to fulfill the contract and understated its prices in its bid for the Request for Proposal. For the one and a half (1.5) years following the award of the contract, the Library attempted to make the relationship with CPCL work; however, CPCL was incapable of abiding by the terms of its own bid submission.

3. CPCL's deliveries were inconsistent and made without regard for the delivery schedule set out in the contract. Additionally, large swaths of materials were delivered outside of the scope of the Library's Collection Profiles, which the Plaintiff was contractually obligated to follow. Collection Profiles set out the types of materials for which there was a demand among the Library's users.

4. CPCL also provided a generally poor level of service. An example of this is that its cataloguing records and processing services contained an excessive number of errors, suggesting that CPCL materially misrepresented its experience as well as its capacity to serve the Library in its bid.

5. Of greatest concern, CPCL consistently charged prices far higher than those quoted in its accepted bid. CPCL never brought its invoiced prices into conformity with the contract, despite Library staff's clear instructions to do so, and the many opportunities CPCL was given to do so.

6. In January 2016, after numerous meetings, conversations, and correspondence with CPCL, and innumerable chances having been given to CPCL to bring its prices and other defaults into conformity with the contract, the Library decided that the relationship with CPCL was unworkable and began the process of terminating the contract in accordance with the termination provisions of the contract as well as the termination procedure set out in the City's Purchasing By-Law. The City was entitled to terminate the contract with cause with 10 days' written notice, or without cause with 30 days' written notice.

7. The Library notified CPCL in writing of its intention to recommend termination of the contract to City Council on January 27, 2016. City Council approved the termination of the contract on April 5, 2016, and the termination took effect on May 17, 2016. CPCL was therefore given more than adequate written notice pursuant to either termination provision, and is not entitled to damages or any other relief.

PART III – FACTS

The Action

8. CPCL brought the within action against the City and the Library (a division of the City; the two Defendants are one legal entity and were incorrectly named separately) seeking all manner of relief from the termination, including a permanent injunction, specific performance, and damages in the amount of \$405,000.00. CPCL has not particularized the damages sought despite numerous requests by the Defendants to do so.

CPCL's Bid Submission

9. On or about January 23, 2014, CPCL submitted a bid for the Chinese language collections portion of the RFP. The bid was signed and submitted by CPCL's owner and sole director, Qiang Li Cao ("Mr. Cao") on behalf of CPCL. The bid was for the supply of Chinese language DVDs, music CDs, and print materials to the Library.

Affidavit of Tony Casale sworn April 20, 2017 ("Mr. Casale's Affidavit"), Moving Motion Record, Tab 3, paras. 16-17; CPCL's Bid Submission, Moving Motion Record, Tab 3B.

10. The City selected CPCL as the winning bidder in large part due to the low prices quoted in its bid, but the representations contained in its bid as to its experience, qualifications, and capabilities were also large factors contributing to its selection.

Affidavit of Verna Gilchrist sworn April 20, 2017 ("Ms. Gilchrist's Affidavit"), Moving Motion Record, Tab 4, para. 10; Bid Evaluation Sheet, Moving Motion Record, Tab 3F.

The Resulting Contract

11. On November 28, 2013, the City issued Request for Proposal 285-R-13 for Markham Public Library material and processing services ("the RFP"). The RFP called for proposals from qualified bidders "with demonstrated expertise in the selection and provision of bibliographic materials and associated processing services." The services requested included selection, acquisition, cataloguing, processing and delivery of materials. The RFP called for proposals from vendors of several different languages, including Chinese. The term of the contract was for four (4) years, seven (7) months, from June 2014 to December 2018.

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 6-7; Request for Proposal 285-R-13 ("RFP"), Moving Motion Record, Tab 3A.

12. The RFP, the *General Terms and Conditions*, CPCL's bid submission, the resulting purchase order, and any other written agreement between the City and CPCL regarding the work form the contract between the City and CPCL (these documents are hereinafter collectively referred to as "the Contract").

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, para. 9; RFP, Moving Motion Record, Tab 3A, p. 6.

The Plaintiff's Acts of Default

13. Through the 1.5 years the Contract was in place, CPCL consistently failed to meet and comply with the price, delivery targets, and Collection Profile requirements of the Contract. CPCL also provided a generally poor level of service, including by making an excessive number of cataloguing and processing errors to a level inconsistent with the experience and qualifications described in its bid submission.

Excessive Cataloguing Errors

14. On at least three occasions in its bid submission, CPCL stated, "We are able to provide our customers with data records in Canadian MARC format as soon as the products reach them." (MARC records are "machine-readable cataloguing records", which are bibliographic records used for cataloguing library collections.)

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 23, 43; Reply Affidavit of Tony Casale sworn June 2, 2017 ("Mr. Casale's Reply Affidavit"), Supplementary Motion Record, Tab 1, para. 7.

15. In direct contradiction to these representations, Mr. Cao states in his responding Affidavit for the within motion that CPCL had never provided cataloguing services to Canadian libraries before being awarded this Contract.

Affidavit of Qiang Li Cao sworn May 16, 2017 ("Mr. Cao's Affidavit"), Responding Motion Record, Tab E, para. 3.

16. This inexperience was plainly evident in the quality of the cataloguing and processing services provided to the Library by CPCL. In 2014, 55% of the MARC records supplied by

CPCL contained errors. While CPCL improved over time in this metric, in 2015 it still had errors in 13% of its MARC records. An acceptable error rate is 1%.

Reply Affidavit of Verna Gilchrist sworn June 5, 2017 (“Ms. Gilchrist’s Reply Affidavit”), Supplementary Motion Record, Tab 2, para. 14; Ms. Gilchrist’s Affidavit, Moving Motion Record, Tab 4, para. 28; MARCedit Checker Records, Supplementary Motion Record, Tab 2A.

17. CPCL’s cataloguing and processing error rate was 77.7 times that of the Library’s other materials vendor (for languages other than Chinese).

Ms. Gilchrist’s Reply Affidavit, Supplementary Motion Record, Tab 2, para. 19.

Consistent Failure to Comply with Delivery Targets

18. “Delivery targets” refer to the amount of materials that are to be delivered by certain deadlines throughout the year. Section 12 of the RFP set out the delivery targets required by the Library:

30% of the year’s products by March 31;
50% of the year’s products by June 30;
80% of the year’s products by September 30;
90% of the year’s products by October 31;
98% of the year’s products by November 30; and
100% of the year’s products by December 15.

Mr. Casale’s Affidavit, Moving Motion Record, Tab 3, paras. 29-30; RFP, Moving Motion Record, Tab 3A, p. 25.

19. CPCL adopted this expenditure plan on page 31 of its bid submission, and on page 8 of its bid submission, CPCL stated that it would fully comply with this expenditure plan.

CPCL’s Bid Submission, Moving Motion Record, Tab 3B, pp. 8 and 31.

20. In a March 6, 2014 letter, before the winning bid was selected, Mr. Cao wrote to the City’s Purchasing Department advising that for regular years (ie. other than the first year), CPCL understood that it must deliver materials according to the delivery targets laid out in the RFP.

Mr. Casale’s Affidavit, Moving Motion Record, Tab 3, para. 34; Letter from Mr. Cao dated March 6, 2014, Moving Motion Record, Tab 3E.

21. 2014 was not a “regular year” because the contract started mid-year, but there were problems with CPCL’s delivery schedule that year that caused repercussions for 2015. The first

delivery was not made until November 27, 2014, and it was a small delivery. By December 1, 2014, the Library had received only \$13,000.00 worth of materials out of the \$214,438.35 budgeted for 2014.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 33-34; Email from Verna Gilchrist dated December 1, 2014, Moving Motion Record, Tab 4D.

22. By December 18, 2014, the Library had received only \$63,000.00 worth of materials from CPCL, leaving approximately \$151,000.00 in materials to be delivered by year end. In order to make up for the lack of deliveries earlier in the year and meet the budget set for 2014 in the Purchase Order, the Library extended the deadline for 2014 deliveries to January 9, 2014. This was the latest date that would permit spending from the 2014 budget.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 35-36; Email from Ms. Gilchrist dated December 18, 2014, Moving Motion Record, Tab 4E.

23. Due to budgetary pressures at the City, it is important that the entire budget allocated for each year in the Purchase Order is spent. Otherwise, the Purchase Order is subject to reduction the next year by City Council.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 38.

24. CPCL made huge deliveries in December 2014 and every day the first week of January 2015. This avalanche of new material caused many backups and problems for the Library as its staff attempted to process half a year's worth of materials in a few weeks.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 39.

25. In 2015, the first full year of the Contract and therefore the first year that the delivery targets would fully apply, CPCL made few deliveries in the first half of the year (none at all in February). By June 17, 2015, only 17% of the annual budget had been delivered, whereas the targets required 50% to be delivered by June 30th. Ms. Gilchrist informed Mr. Cao on that date that if CPCL had not met the 50% target by the end of July (a one-month extension from the Contract requirements), the Library would have to review the Contract. At no time had anyone from the Library advised CPCL that it did not have to deliver any materials during the first few weeks of 2015.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 41-43; Email from Ms. Gilchrist dated June 17, 2015, Moving Motion Record, Tab 4F; Ms. Gilchrist's Reply Affidavit, Supplementary Motion Record, Tab 2, paras. 7-8.

26. However, by July 16, 2015, CPCL had still only delivered 26% of the budget for the year. Ms. Gilchrist sent another email to Mr. Cao advising that the Library required 50% of the year's materials to be delivered by the end of July. For the second time, she clearly stated that if CPCL could not deliver these items by the end of July, the Library would have to review the Contract.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 45; Email from Ms. Gilchrist dated July 17, 2015, Moving Motion Record, Tab 4G.

27. While CPCL for the most part made weekly deliveries for the rest of 2015, it did not meet the delivery targets. CPCL delivered its last 2015 shipment on December 24, 2015. A total of \$50,481.24 worth of materials were delivered in December 2015, which amounted to more than 17% of the 2015 budget (compared to the 2% that should have been delivered in December according to the RFP).

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 47; CPCL December 2015 Invoice Summary, Moving Motion Record, Tab 4I.

28. Mr. Cao admitted that CPCL had not met the delivery targets in an email dated August 26, 2015 to Ms. Gilchrist, and again at paragraphs 8 and 9 of his responding Affidavit for the within motion. The Library never consented to a deviation from the delivery targets.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 41; Email from Mr. Cao dated August 26, 2015, Moving Motion Record, Tab 4A; Mr. Cao's Affidavit, Responding Motion Record, Tab E, paras. 8-9; Ms. Gilchrist's Reply Affidavit, Supplementary Motion Record, Tab 2, paras. 7-8.

Failure to Comply with Collection Profiles

29. Collection Profiles set out the types of materials the Library wants for each branch's collection. Creating the Collection Profiles is the Library's responsibility. The Contract required CPCL to provide material selection services according to the Collection Profiles developed by the Library.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 49; Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 36-37; RFP, Moving Motion Record, Tab 3A, ss. 2, 8.1, 8.2.1, pp. 3, 16-17.

30. CPCL's bid submission stated that it would be fully compliant with the requirement to abide by the Library's Collection Profiles.

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 38; CPCL's Bid Submission, Moving Motion Record, Tab 3B, p. 8.

31. However, throughout the course of the Contract, CPCL repeatedly and often knowingly attempted to sell the Library materials outside the confines of the Collection Profiles without first asking the Library's permission. The Library was left to discover for itself the unsuitable materials while processing each shipment. As a result, the Library had to return and obtain refunds for a significant number of materials over the course of the Contract.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 50.

32. Recurring problems with CPCL's materials selection included:

- a. Providing DVDs in languages other than Chinese (including Korean, Japanese, and American movies without Chinese language tracks);

**Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 62, 64, 66;
Ms. Gilchrist's Reply Affidavit, Supplementary Motion Record, Tab 2,
paras. 22-23.**

- b. Providing substantially more print materials in simplified script than traditional script, when the Collection Profiles called for an even 50/50 split;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 53, 59, 61.

- c. Providing materials with moveable, fuzzy, sparkly, pop up, or other delicate interactive components in direct contravention of the "Do Not Purchase" list on the Collection Profiles;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 52, 54.

- d. Providing DVDs older than the maximum age set out in the Collection Profiles; and

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 62-63; Ms. Gilchrist's Reply Affidavit, Supplementary Motion Record, Tab 2, paras. 22-23.

- e. Providing incomplete book and DVD sets.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 69.

33. Library staff wrote to and met with Mr. Cao regarding these issues on numerous occasions, including:

a. By email dated January 15, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 55; Email from Ms. Gilchrist dated January 15, 2015, Moving Motion Record, Tab 4L.

b. At a meeting held on January 20, 2015;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 55; Summary of January 20, 2015 Meeting, Moving Motion Record, Tab 4M.

c. At a meeting held on February 12, 2015;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 56; Summary of February 12, 2015 Meeting, Moving Motion Record, Tab 4N.

d. By email dated June 17, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 60; Email from Ms. Gilchrist dated June 17, 2015, Moving Motion Record, Tab 4F.

e. By email dated July 17, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 60; Email from Ms. Gilchrist dated July 16, 2015, Moving Motion Record, Tab 4G.

f. By email dated August 5, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 65; Email from Ms. Gilchrist dated August 5, 2015, Moving Motion Record, Tab 4R.

g. In an email exchange between Mr. Cao and Ms. Gilchrist over the course of November 2015; and

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 66; Email exchange between Ms. Gilchrist and Mr. Cao, Moving Motion Record, Tab 4S.

h. In a meeting Library staff had with Mr. Cao on January 20, 2016.

Summary of January 20, 2016 Meeting, Moving Motion Record, Tab 4Z.

34. As a result of these selection issues, a number of materials had to be returned for credit. Between August 5, 2015 and October 30, 2015, the Library returned more than \$15,535.65 worth of materials supplied by CPCL that were offside the Collection Profiles.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 67; Email exchange between Ms. Gilchrist and Mr. Cao dated October 30, 2015, Moving Motion Record, Tab 4T.

35. On February 29, 2016, Mr. Cao admitted that CPCL had not adhered to the Library's Collection Profiles, and that it had expanded on the Profiles without first consulting the Library.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 68; Email from Mr. Cao dated February 29, 2016, Moving Motion Record, Tab 4U.

Charging Higher Prices than the Bid Prices

36. The prices set out in CPCL's Bid Form were as follows:

Category	Estimated Number of Units	Estimated Average List Price	Discounted Price	Unit Cost for MARC record	Unit Process Cost	Unit Linking cost	Unit Selection cost	Unit Shipping Cost	Total Cost (Excl. Of HST)
Chinese – Print (Simplified & Traditional)	12,750	\$11.80	\$8.26	\$1.10	\$3.60	\$0.40	\$0.30	\$0.30	\$13.96
Chinese – CDs	375	\$6.00	\$3.90	\$1.10	\$3.20	\$0.40	\$0.15	\$0.15	\$8.90
Chinese – DVDs	5,510	\$25.60	\$19.20	\$1.50	\$4.00	\$0.40	\$0.30	\$0.40	\$25.80

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, para. 21; CPCL's Bid Submission, Moving Motion Record, Tab 3B, p. 5.

37. Section 7(2.0) of the RFP specifically stated that the prices quoted in the bid were to be guaranteed by the successful bidder until final completion of the contract.

RFP, Moving Motion Record, Tab 3A, s. 7(2.0), p.15.

38. The prices were firm and fixed for the first two years of the Contract, but would increase by 1% in 2017 and 1% in 2018 (the percentage having been set by CPCL in its bid).

Mr. Casale's Reply Affidavit, Supplementary Motion Record, Tab 1, para. 5;
CPCL's Bid Submission, Moving Motion Record, Tab 3B, p. 4.

39. CPCL charged the Library well in excess of the prices set out in its own bid for the material it supplied throughout the entirety of the Contract.

Affidavit of Larry Pogue sworn April 20, 2017 ("Mr. Pogue's Affidavit"), Moving Motion Record, Tab 5, paras. 22-28; Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 71.

40. In 2014, the average prices charged per item by CPCL were \$3.14 - \$10.93 more than the bid prices, as follows:

Type of Material	Invoiced Price Per Item (before MARC/processing/shipping/HST)	Bid Price Per Item (before MARC/processing/shipping/HST)	Price Difference
Print	\$11.40	\$8.26	\$3.14
DVDs	\$30.13	\$19.20	\$10.93
CDs	No CDs provided in 2014	\$3.90	n/a

Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, para. 22; CPCL 2014 Invoices, Moving Motion Record, Tab 5H.

41. In 2015, the average prices charged by CPCL were \$3.13 - \$11.30 more than the bid prices, as follows:

Type of Material	Invoiced Price Per Item (before MARC/processing/shipping/HST)	Discounted Bid Price Per Item (before MARC/processing/shipping/HST)	Price Difference
Print	\$11.39	\$8.26	\$3.13
DVDs	\$30.50	\$19.20	\$11.30
CDs	\$13.29	\$3.90	\$9.39

Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, para. 25; CPCL 2015 Invoices, Moving Motion Record, Tab 5I.

42. Mr. Cao has admitted to charging prices higher than the bid prices on numerous occasions, including in his responding Affidavit to the within motion:

- a. In a letter dated August 17, 2015, addressed to Ms. Gilchrist;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 75; Letter from Frank Cao to Verna Gilchrist dated August 17, 2015, Moving Motion Record, Tab 4W.

- b. At a meeting held on September 15, 2015, wherein Mr. Cao informed Library staff that he could not meet his bid prices and was not making any money on the Contract;

Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, para. 10; Handwritten Notes from September 15, 2015 Meeting, Moving Motion Record, Tab 5B.

- c. In an email dated September 16, 2015, Mr. Cao admitted that CPCL's average prices charged were higher than the quoted bid prices (though he disputed the amount of the difference);

Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, para. 13; Email from Frank Cao dated September 16, 2016, Moving Motion Record, Tab 4C.

- d. In an email dated January 15, 2016 to Ms. Gilchrist; and

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 81; Email from Frank Cao dated January 15, 2016, Moving Motion Record, Tab 4J.

- e. At paragraphs 105 and 116 of Mr. Cao's Affidavit.

Mr. Cao's Affidavit, Responding Motion Record, Tab E, paras. 105-106.

Written Notice of CPCL's Defaults

September 21, 2015 Notice of Default

43. On September 21, 2015, Mr. Pogue sent Mr. Cao a letter formally putting CPCL on notice that it had failed to comply with the terms and conditions of the Contract, stating:

“The Markham Public Library has serious concerns with the level of service that CPCL has provided to date. As outlined in our meeting [of September 15, 2015], CPCL has not been able to fulfil the expenditure strategy and plan, there have been numerous cataloguing/processing errors and invoices do not reflect contract prices.”

Mr. Pogue’s Affidavit, Moving Motion Record, Tab 5, para. 14; Letter from Mr. Pogue dated September 21, 2015, Moving Motion Record, Tab 5C.

44. In the same email, Mr. Pogue reminded Mr. Cao that Section 17 of the *General Terms and Conditions*, reserved the City’s right, in its sole discretion, to terminate the Contract in whole or in part.

Letter from Mr. Pogue dated September 21, 2015, Moving Motion Record, Tab 5C.

45. This formal notice of default is in addition to the several previous emails notifying CPCL that it was in default of the Contract, and warning that the Contract was at risk. These earlier written warnings occurred on:

a. June 17, 2015, by email from Verna Gilchrist to Mr. Cao; and

Email from Ms. Gilchrist dated June 17, 2015, Moving Motion Record, Tab 4F.

b. July 16, 2015, by email from Verna Gilchrist to Mr. Cao.

Email from Ms. Gilchrist dated July 16, 2015, Moving Motion Record, Tab 4G.

46. The above list does not include all the other emails and meetings the Library held regarding the various problems with CPCL’s service that did not contain explicit warnings about the future of the Contract, of which there are several.

The Compromise

47. On September 23, 2015, Mr. Cao asked for an extension of the deadline for delivery of the last materials for the year to mid-December, because that is when, he claimed, CPCL had scheduled for (despite the fact that the delivery targets set out in the Contract require that 98% of the year’s products be delivered by November 30th, and only 2% of products be delivered in December). He also asked the Library to accept CPCL’s higher prices, and stated that CPCL

would “make up the shortage of the products in the next few months next year according to the bid prices.”

Mr. Pogue’s Affidavit, Moving Motion Record, Tab 5, para. 17; Email from Mr. Cao dated September 23, 2015, Moving Motion Record, Tab 5E.

48. On September 25, 2015, after several exchanges with Mr. Cao, the Library agreed to accept CPCL’s higher prices for the remainder of 2015 only. From January 1, 2016 forward, however, CPCL’s pricing was to reflect the bid prices. Notwithstanding this temporary arrangement, the Library emphasized that by continuing to charge higher prices, CPCL was in a position of default and the Contract would be assessed at the end of the year. Mr. Pogue wrote:

“There have been considerable discussions about CPCL pricing, including your acknowledgement that pricing has exceeded the Bid prices submitted for this contract, placing you in a position of default... Please note that the pricing issue will be part of the Library’s year-end performance evaluation of CPCL’s services.” [emphasis added]

Mr. Pogue’s Affidavit, Moving Motion Record, Tab 5, paras. 18-19; Letter from Mr. Pogue dated September 25, 2015, Moving Motion Record, Tab 5F.

49. Mr. Cao accepted this proposed compromise on September 28, 2015.

Mr. Pogue’s Affidavit, Moving Motion Record, Tab 5, para. 20; Email from Mr. Cao dated September 28, 2017, Moving Motion Record, Tab 5G.

50. However, the first two invoices CPCL sent the Library in January 2016 both charged prices much higher than the bid prices.

Ms. Gilchrist’s Affidavit, Moving Motion Record, Tab 4, para. 79; CPCL Invoices #300201 and #300202 dated January 7, 2016, Moving Motion Record, Tab 4X.

51. On January 11, 2016, Ms. Gilchrist informed Mr. Cao that the prices on those invoices had to be adjusted to comply with the bid prices.

Ms. Gilchrist’s Affidavit, Moving Motion Record, Tab 4, para. 80; Email from Ms. Gilchrist dated January 11, 2016, Moving Motion Record, Tab 4Y.

52. On January 15, 2016, Mr. Cao accepted the adjustments to the invoices and again admitted that the invoiced prices were higher than the bid prices; however, in the same letter, he asked the Library to continue to accept CPCL’s higher prices. He did not acknowledge that the

Library's acceptance of the higher prices in 2015 was prefaced on the prices being reduced to the bid prices in 2016. Ms. Gilchrist reminded Mr. Cao that the September agreement always required CPCL to abide by the bid prices in 2016.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 81-82; Email from Mr. Cao dated January 15, 2016, Moving Motion Record, Tab 4J.

53. Library staff met with Mr. Cao on January 20, 2016 to discuss this issue as well as the cataloguing and selection issues. At this meeting, Mr. Cao stated that he wanted to negotiate a new contract with the City with different prices. After the Library staff told him that would not be possible, he became very angry and began yelling at the Library staff present.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 83; Summary of January 20, 2016 Meeting, Moving Motion Record, Tab 4Z.

54. Following this meeting, the Library determined that the breaking point had come and decided to begin the process of seeking City Council approval to terminate the Contract.

Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, para. 34.

55. On January 26, 2016, Mr. Cao informed Ms. Gilchrist that he would be in China February 5-23, 2016, during which time he would visit book fairs and purchase new materials for the Library.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 99; Email from Mr. Cao dated January 26, 2016, Moving Motion Record, Tab 4DD.

January 27, 2016 Notice Letter

56. On January 27, 2016, Tony Casale from the City's the Purchasing Department sent Mr. Cao a letter via email which advised that the Library would be making a recommendation to City Council that the remainder of the Contract be terminated. The letter advised that the Library anticipated that the City Council would accept the Library's recommendation, and instructed Mr. Cao not to order or procure any materials on behalf of the Library on his upcoming trip to China.

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 66-67; Letter from Mr. Casale dated January 27, 2016, Moving Motion Record, Tab 3F.

57. On February 2, 2016, the deadline for CPCL's last deliveries was set as February 26, 2016, thirty (30) days after the January 27, 2016 notice letter.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 101-102; Mr. Casale's Affidavit, Moving Motion Record, Tab 3, para. 73.

58. CPCL's last deliveries to the Library were made on February 25, 2016.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 104.

City Council Approval of the Termination

59. Pursuant to the Purchasing By-Law, City Council was required to approve the termination of the Contract, as it was for an amount more than \$350,00.00. Library and Purchasing Department staff made their recommendation to the General Committee of the City Council at a meeting held on April 4, 2016. Mr. Cao was informed of this date ahead of time and attended the meeting. He spoke to the matter before the General Committee and requested further opportunities to rectify the problems.

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 75-77; City of Markham Purchasing By-Law #2004-341, Moving Motion Record, Tab 3J.

60. The General Committee voted to authorize staff to place their recommendations as a motion on the City Council's agenda, noting that staff had already met with Mr. Cao on many occasions to discuss CPCL's performance issues. City Council approved of the termination of the Contract on April 5, 2016.

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 78-79; General Committee Confidential Minutes, Supplementary Motion Record, Tab 3B; In-Camera Council Minutes Extract, Moving Motion Record, Tab 3R.

61. On April 18, 2016, Mr. Casale sent Mr. Cao a letter via email confirming that City Council had approved of the termination, and that the termination would take effect thirty (30) days from the date of the letter (May 17, 2016).

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, para. 80; Letter from Mr. Casale dated April 18, 2016, Moving Motion Record, Tab 3S.

PART IV – ISSUES AND THE LAW

62. The Defendants submit that the following issues can be decided on this motion, as there is no genuine issue requiring a trial in respect of them:

Liability

- a. Do the termination provisions of the *General Terms and Conditions* apply?
- b. Was the City entitled to terminate the Contract with cause?
- c. Was the City entitled to terminate the Contract without cause?
- d. Did the City give sufficient notice to comply with the termination provisions of the Contract?

Remedy

- a. Is the Plaintiff entitled to specific performance of the Contract?
- b. Is the Plaintiff entitled to an injunction prohibiting the Defendants from entering into a contract with a competitor of the Plaintiff?
- c. What damages, if any, is the Plaintiff entitled to?
- d. What damages, if any, are the Defendants entitled to in their Counterclaim?

The Applicable Test on a Motion for Summary Judgment

63. A Defendant may, after delivering a Statement of Defence, move with supporting affidavit material or other evidence for summary judgment dismissing all or part of the claim in the Statement of Claim.

Rules of Civil Procedure, R.R.O. 1990, Reg. 194, r. 20.01(3).

64. The Court shall grant summary judgement dismissing an action if the Court is satisfied that there is no genuine issue requiring a trial with respect to the claim.

Rules of Civil Procedure, R.R.O. 1990, Reg. 194, ss. 20.04(2)(a).

65. The Supreme Court of Canada's decision in *Hryniak v. Mauldin* has delineated the following principles for the "proper interpretation" of Rule 20:

Summary judgment motions must be granted whenever there is no genuine issue requiring a trial (Rule 20.04(2)(a)).

...

There will be no genuine issue requiring a trial when the judge is able to reach a fair and just determination on the merits on a motion for summary judgment. This will be the case when the process (1) allows the judge to make the necessary findings of fact, (2) allows the judge to apply the law to the facts, and (3) is a proportionate, more expeditious and less expensive means to achieve a just result.

...

On a summary judgment motion, the evidence need not be equivalent to that at trial, but must be such that the judge is confident that she can fairly resolve the dispute.

Hryniak v. Mauldin, [2014] 1 S.C.R. No. 87, Defendants' Book of Authorities, Tab 1, paras. 47, 49 and 57.

66. The Supreme Court also laid down the following road map for the conduct of motions for summary judgment:

On a motion for summary judgment under Rule 20.04, the judge should first determine if there is a genuine issue requiring trial based only on the evidence before her, *without* using the new fact-finding powers [pursuant to Rule 20.04(2.1)]. There will be no genuine issue requiring a trial if the summary judgment process provides her with the evidence required to fairly and justly adjudicate the dispute and is a timely, affordable and proportionate procedure, under Rule 20.04(2)(a). If there appears to be a genuine issue requiring a trial, she should then determine if the need for a trial can be avoided by using the new powers under Rules 20.04(2.1) and (2.2).

Hryniak v. Mauldin, [2014] 1 S.C.R. No. 87, Defendants' Book of Authorities, Tab 1, para. 66.

67. Summary judgment rules must be interpreted broadly, favouring proportionality and fair access to the affordable, timely and just adjudication of claims.

Hryniak v. Mauldin, [2014] 1 S.C.R. No. 87, Defendants' Book of Authorities, Tab 1, paras. 4-5.

68. In a summary judgment motion brought by the defendant, the plaintiff must show that there is evidence to support the allegations in the Statement of Claim. A responding party may not rest on the mere allegations or denials of the party's pleadings, but must set out, in affidavit material or other evidence, specific facts showing that there is a genuine issue for trial. While the onus is on the moving party to show that there is no genuine issue requiring a trial, the

responding party must put its best foot forward or risk losing. The Court is entitled to assume that the record contains all the evidence the parties would present at trial.

Rules of Civil Procedure, R.R.O. 1990, Reg. 194 ss. 20.02(2); *Miaskowski v. Persaud*, 2015 ONSC 1654, Defendants' Book of Authorities, Tab 2, para. 62; *Sweda Farms Ltd. v. Egg Farmers of Ontario*, 2014 ONSC 1200, Defendants' Book of Authorities, Tab 3, paras. 26-27.

69. This case is particularly well-suited for summary judgment because the issue of whether the Contract was terminated properly or improperly can be dealt with on a solely documentary record, as the issue hinges on interpretation of the Contract and whether appropriate written notice was given.

70. There is no prospect of any finding of liability against the City in this case. The Plaintiff has admitted to charging prices higher than the bid prices, failing to meet the delivery targets, and failing to comply with the Collection Profiles. Further, the Plaintiff has not denied that the written notice provided by the Defendants satisfied the termination provisions of the Contract.

71. This motion is a more efficient, proportionate, and less costly means to achieve a just result than proceeding with a full trial, and will obviate the need for a costly, time-consuming and unnecessary trial.

Liability

72. The issue in this case is whether the Contract was properly terminated. If the termination was within the City's contractual rights, and was executed in compliance with the requirements of the termination provisions, the Plaintiff's case fails. The Defendants submit that this is clearly established by the documentary record before the Court.

A. Part III, Section 17 of the *General Terms and Conditions* is the Applicable Termination Provision

73. Part III, Section 1.2 of the *General Terms and Conditions* states that the Contract shall consist of the following documents, in order of priority:

- a. Purchase Order;
- b. Bid;
- c. Request for Proposal;

- d. *General Terms and Conditions*; and
- e. Any other written agreement between the parties.

RFP, *General Terms and Conditions*, Part III, s. 1.2, Moving Motion Record, Tab 3A, p. 39.

74. The Purchase Order and CPCL's Bid Submission do not contain termination provisions. The termination provision in the *General Terms and Conditions* is therefore the applicable termination provision (which is incorporated into the RFP).

75. Section 17 of Part III of the *General Terms and Conditions* states:

17.1 Any of the following shall be considered to be an "Act of Default" by the Contractor:

(a) Failure to comply with the terms and conditions of the Contract, and such failure is not remedied within ten (10) calendar days after written notice of such failure by the City.

17.2 Where an Act of Default occurs, the City reserves the right, in its sole discretion and upon providing ten (10) days prior written notice to the Contractor, to invoke any applicable bond(s) and/or terminate the Contract.

17.3 The City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing thirty (30) days prior written notice to the Contractor.

17.5 In the event of a termination hereunder, the City shall not incur any liability whatsoever to the Contractor except for payment for the goods and/or services that have been satisfactorily delivered or performed by the Contractor up to the effective date of termination.

RFP, *General Terms and Conditions*, Part III, s. 17, Moving Motion Record, Tab 3A, pp. 43-44.

76. The City can therefore terminate the Contract in two circumstances:

- a. When the bidder has breached the contract, notice has been given of the breach, and said breach has not been cured within ten (10) days (Section 17.2); or
- b. Without cause, as long as the City gives thirty (30) days' written notice before terminating the contract (Section 17.3).

77. CPCL alleges that Section 17 of Part III of the *General Terms and Conditions* does not apply to the Contract, and instead relies on a Services Agreement that CPCL signed with the

Library on August 5, 2014, purportedly due to the “Entire Agreement” clause contained in Section 18 of that Agreement, which states, “This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous written or oral communications, understandings and agreements.” [emphasis added]

Mr. Cao’s Affidavit, Responding Motion Record, Tab E, paras. 76-77; Services Agreement, Moving Motion Record, Tab 4B, s. 18.

78. The Services Agreement was signed after the RFP was awarded and relates only to the Library’s “Customer Centred Classification System” (known as “C3”). Section 1 states that the subject matter of the Services Agreement are the C3 services described in Schedule A.

Services Agreement, Moving Motion Record, Tab 4B, s. 1.

79. This Agreement forms part of the Contract as it is a written agreement between the parties, but it is not the sole agreement between the parties, nor is it prioritized over the RFP or *General Terms and Conditions*.

RFP, *General Terms and Conditions*, Part III, s. 1.2, Moving Motion Record, Tab 3A, p. 39.

80. In any event, the Services Agreement provides for termination of that Agreement with cause or “for convenience” (without cause). The Services Agreement requires thirty (30) days’ notice for with cause termination rather than 10 days’ notice. Otherwise, the Services Agreement’s termination provisions are substantively the same.

Services Agreement, Moving Motion Record, Tab 4B, s. 4.

81. Despite the Plaintiff’s assertions otherwise, this question is irrelevant to the outcome of this action, as even if the Services Agreement was accepted as the sole governing agreement between the parties, more than 30 days’ notice was given, and CPCL had numerous opportunities to correct its various defaults, which it failed to do.

B. The City was Entitled to Terminate the Contract With Cause

82. By submitting a bid, CPCL agreed to be bound by the terms and conditions of the RFP, the *General Terms and Conditions*, and Purchasing By-Law #2004-341.

RFP, General Terms and Conditions, Part II, s. 1, Moving Motion Record, Tab 3A, p. 34.

83. Section 7 of the RFP stated that by signing the bid, CPCL declared that all the information contained in its bid was in all respects fair and true.

RFP, Moving Motion Record, Tab 3A, s. 7, p. 6.

84. A failure to comply with the terms and conditions of the Contract that is not remedied within ten (10) days after written notice of such failure by the City is an “Act of Default”. According to Section 17.2, the City may terminate the Contract if upon providing ten (10) days’ written notice the default is not cured.

RFP, General Terms and Conditions, Part III, ss. 17.1-17.2, Moving Motion Record, Tab 3A, pp. 43-44.

85. As described above, CPCL was in default of the Contract by charging higher prices than those set out in its bid and by failing to comply with delivery targets and Collection Profiles. CPCL was given numerous warnings but continually failed to correct the defaults.

86. The most egregious default committed by CPCL was charging prices higher than the bid prices. CPCL has admitted to charging higher prices, but essentially alleges that various extenuating circumstances and mistakes on its part in filling out the Bid Form entitle it to special treatment exempting it from compliance with its own bid. There is no legal basis for this argument. In fact, this argument runs contrary to the principle that all bidders in a tendering process must be treated fairly and equally.

87. The Supreme Court of Canada has recognized an implied obligation of owners to treat all bidders fairly and equally. Without this implied term, bidders, whose fate could be predetermined by some undisclosed standards, would either incur significant expenses in preparing futile bids, or ultimately avoid participating in the tender process altogether.

Martel Building Ltd. v. Canada, 2000 SCC 60, Defendants’ Book of Authorities, Tab 4, para. 88.

88. This obligation subjects municipalities to liability if they fail to meet their obligation to treat all bidders fairly and equally. If the Library had simply allowed CPCL to charge prices higher than those set out in its bid, or subsequently renegotiated new prices with CPCL after

accepting its bid, the Library could have been subject to lawsuits by the competing bidders on the RFP, who could allege that if they had been allowed to submit whatever bid prices they wanted without concern for their ability to meet the prices, they could have been selected as the winning bidder on the RFP.

89. CPCL has repeatedly justified its higher prices by stating that it misunderstood the Bid Form by assuming that the MARC processing charge would apply per copy rather than per unique title (despite clear statements in the RFP to the contrary, including in Addendum #3 where this question was specifically asked by a different bidder, and the answer was provided to all bidders by the City). Had the Library allowed CPCL to “correct” this mistake after it was discovered (which was after the RFP had already been awarded to CPCL), the Library could rightfully be accused of treating CPCL preferentially to the detriment of the other bidders.

Ms. Gilchrist’s Affidavit, Moving Motion Record, Tab 4, paras. 87-97.

90. In *Maystar General Contractors Inc. v. Newmarket (Town)*, [2008] O.J. No. 1793, an analogous situation occurred, where the Town discovered mathematical errors in the winning bidder’s submission and corrected it for the bidder, then selected that bid as the winning bid. A competing bidder successfully brought an action against the Town. Justice Patillo found that the Town had breached its duty to treat all bidders fairly and equally by making this correction. This decision was upheld by the Ontario Court of Appeal.

***Maystar General Contractors Inc. v. Newmarket (Town)*, [2008] O.J. No. 1793, Defendants’ Book of Authorities, Tab 5, para. 57; Aff’d 2009 ONCA 3939, Defendants’ Book of Authorities, Tab 6.**

91. Further, CPCL alone set the prices in its bid. The RFP did not provide any guidance or limitations on the prices that could be set. The City was entitled to rely on the bidders’ expertise in the pricing of the material to be supplied, as well as the bidders’ knowledge of their own operating costs, when assessing the bids received (cost being a large factor in the assessment of the bids). Section 7 of the RFP specified that by signing and submitting its bid, CPCL declared that all the information contained in the bid was in all respects fair and true. CPCL’s bid submission was signed, including on the page containing the text of section 7.

CPCL’s Bid Submission, Moving Motion Record, Tab 3B, p. 2.

92. The Defendants submit that any “unexpected increases” in CPCL’s costs were reasonably foreseeable and should have been anticipated by CPCL if it was as experienced as it represented itself to be in its bid. Further, unanticipated costs on the part of the bidder do not overrule the contractual guarantee that the prices set out in CPCL’s Bid Form would be in force throughout the entire term of the contract. CPCL should have considered that contingency when it set its bid prices.

93. The Library notified CPCL of various Acts of Default on numerous occasions, including:

- a. June 17, 2015, by email from Verna Gilchrist to Mr. Cao;

Email from Ms. Gilchrist dated June 17, 2015, Moving Motion Record, Tab 4F.

- b. July 16, 2015, by email from Verna Gilchrist to Mr. Cao;

Email from Ms. Gilchrist dated July 16, 2015, Moving Motion Record, Tab 4G.

- c. August 5, 2015, by email from Verna Gilchrist to Mr. Cao;

Email from Ms. Gilchrist dated August 5, 2015, Moving Motion Record, Tab 4R.

- d. September 21, 2015, by letter from Larry Pogue to Mr. Cao;

Letter from Mr. Pogue dated September 21, 2015, Moving Motion Record, Tab 5C.

- e. September 25, 2015, by letter from Larry Pogue to Mr. Cao;

Letter from Mr. Pogue dated September 25, 2015, Moving Motion Record, Tab 5F.

- f. January 11, 2016, by email from Verna Gilchrist to Mr. Cao; and

Email from Ms. Gilchrist dated January 11, 2016, Moving Motion Record, Tab 4Y.

- g. January 15, 2016, by email from Verna Gilchrist to Mr. Cao.

Email from Mr. Cao dated January 15, 2016, Moving Motion Record, Tab 4J.

94. This is in addition to the dozens of meetings held and emails exchanged between CPCL and the Library regarding the ongoing problems with CPCL's service. The termination could not reasonably have come as a surprise to CPCL.

95. By January 2016, CPCL was still charging higher prices, and was still having problems complying with the delivery targets and Collection Profiles. CPCL therefore failed to remedy its numerous defaults for more than ten (10) days after receiving the various notices, and the City was entitled to terminate the Contract for cause.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 79; CPCL Invoices #300201 and #300202, Moving Motion Record, Tab 4X.

C. The City Was Also Entitled to Terminate the Contract Without Cause

96. Section 17.3 of the *General Terms and Conditions* states: "The City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing thirty (30) days prior written notice to the Contractor."

RFP, *General Terms and Conditions*, Part III, s. 17.3, Moving Motion Record, Tab 3A, p. 44.

97. The plain and ordinary meaning of this clause is that the City has the absolute right to terminate the Contract, so long as proper notice is given. There is no requirement that the supplier be given an opportunity to cure a breach, as no breach is required.

98. The Defendants submit that even if a judge finds that CPCL was not in breach of the Contract, or was not given the notice required to make the breaches "Acts of Default" pursuant to the "with cause" termination clause (Section 17.2 of the *General Terms and Conditions*), terminating the Contract without cause was still within the City's rights. In that case, the only question is whether adequate (30-day) notice was given.

D. More than Adequate Written Notice was Given Under Either Provision

99. City Council approved of the termination on April 5, 2016 and the City notified CPCL of City's Council's decision on April 18, 2016. The termination took effect on May 17, 2016.

In-Camera Council Minutes Extract, Moving Motion Record, Tab 3R; Letter from Mr. Casale dated April 18, 2016, Moving Motion Record, Tab 3S.

100. The Defendants notified CPCL in writing that they were recommending termination of the Contract to City Council on January 27, 2016.

Letter from Mr. Casale dated January 27, 2016, Moving Motion Record, Tab 3M.

101. In paragraph 15 of CPCL's Amended Reply, it agrees that the January 27, 2016 letter was a notice of the Defendants' intention to terminate the Contract, and not a notice of an already effective termination.

Amended Reply, Moving Motion Record, Tab 2C, para. 15.

102. This amounts to approximately 3.5 months of notice, which is far more than 30 days' notice (and therefore more than 10 days' notice as well).

103. Further, CPCL was allowed to continue making deliveries until February 26, 2016, which is exactly thirty (30) days after the notice was given.

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, paras. 101-102; Mr. Casale's Affidavit, Moving Motion Record, Tab 3, para. 73.

104. The termination was effected in compliance with the terms of Section 17 of Part III of the *General Terms and Conditions* and was therefore within the City's rights.

Remedy

105. CPCL is seeking a permanent injunction, specific performance of the Contract, and damages in the amount of \$405,000.00.

A. Specific Performance

106. "Specific performance" is a discretionary remedy and is very rarely awarded outside of land disputes. It will not be granted where damages would adequately compensate the Plaintiff, usually when the item to be bought or sold is unique. Some chattels such as rare paintings may fall into this category, but mass-produced books, CDs, and DVDs certainly do not.

***Semelhago v. Paramadevan*, [1996] 2 S.C.R. 415, Defendants' Book of Authorities, Tab 7, para. 14; *1110049 Ontario Ltd. v. Exclusive Diamonds Inc.*, [1995] O.J. No. 2690 (ONCA), Defendants' Book of Authorities, Tab 8, para. 7.**

107. Further, it is usually the purchaser, not the vendor, who requests the remedy, as it is the purchaser who desires to obtain the unique item.

108. The Defendants submit that this case is patently inappropriate for specific performance, as this was a pure commercial transaction of non-unique goods for money, and the Plaintiff would be adequately compensated by damages, if it suffered any.

109. Further, plaintiffs are not entitled to both specific performance and an award of damages, as has been requested here. Awarding both would put the Plaintiff in a better position than it would have been had the termination never occurred.

B. Injunction

110. The Plaintiff is seeking a permanent prohibitory injunction requiring the Library to refrain from entering into a contract for the supply of Chinese materials with a competitor. Like specific performance, permanent injunctions are also not granted when damages would adequately compensate the Plaintiff.

Pointe East Windsor Ltd. v. Windsor (City), 2014 ONCA 467, Defendants' Book of Authorities, Tab 9, para. 17.

111. This case is also patently inappropriate for an injunction. The Plaintiff would be adequately compensated by damages, if it suffered any. Further, it would be contrary to public policy to prevent a public library from entering into contracts with materials vendors.

C. CPCL's Damages

112. The Defendants submit that they were justified in terminating the Contract, with or without cause, and complied with the notice requirements of the termination provisions of the Contract. As such, the Defendants submit that CPCL is not entitled to damages.

113. Further, the Contract stipulates that in the event of a termination, the City is not liable to the contractor except for payment for goods and/or services that were satisfactorily delivered or performed by the contractor up to the effective date of termination.

RFP, *General Terms and Conditions*, Part III, s. 17.5, Moving Motion Record, Tab 3A, p. 44.

114. The Plaintiff does not claim that the Defendants have not paid for materials delivered to the Library before the termination date.

Amended Statement of Claim, Moving Motion Record, Tab 2A.

115. Therefore, CPCL is not entitled to damages.

116. However, even if the Court were to disagree with that submission and find that the notice was improper (for either with cause or without cause termination), the maximum damages CPCL could possibly be awarded is the *profit* it reasonably expected to earn during the proper notice period, billing in accordance with the bid prices, as the seller of a good is only entitled to the difference between the contract price and the market price.

***Stetson Oil & Gas Ltd. v. Thomas Weisel Partners Canada Inc.*, 2013 ONSC 468, Defendants' Book of Authorities, Tab 10, para. 14.**

117. If CPCL were awarded the amount of its total sales during that timeframe (not only its profit), it would amount to double recovery, as CPCL would be paid for materials without having to actually provide them. In *The Law of Contracts* (6th Edition), Professor Stephen Waddams explains, "The plaintiff would be over-compensated if the plaintiff received the monetary value of performance and, in addition, the costs that would have been incurred in any event to earn that performance." The materials can be sold to another buyer (and indeed should have been in order to mitigate CPCL's damages), thus leading to CPCL having been compensated twice, and in a better position than it would have been in had the Contract not been terminated.

Stephen Waddams, *The Law of Contracts*, 6th ed (Aurora, Ontario: Canada Law Book Inc., 2010), Defendants' Book of Authorities, Tab 11, para. 728.

118. The maximum amount of time possible for which CPCL could be awarded its profit would be thirty (30) days from the date that it was notified of City Council's approval of the termination of the Contract, as the City had a right to terminate the Contract at any time without cause with thirty (30) days' notice. CPCL was notified via letter dated April 18, 2016 that City Council had approved of the termination. Thirty (30) days later was May 17, 2016. The last day that the Library would accept deliveries from CPCL was February 26, 2016. Therefore, at most, CPCL's damages are limited to the profit it would have made had it continued to make deliveries between February 26, 2016 and May 17, 2016.

119. CPCL has not provided any evidence of what its anticipated profits would have been during this or any other timeframe. In fact, CPCL pled in paragraph 12 of its Amended Statement of Claim that even while charging prices higher than the bid prices, it was operating at a loss (therefore, losing money on the Contract). At paragraph 111 of Mr. Cao's responding Affidavit for the within motion, he stated that CPCL made less than \$5,000.00 in all of 2015. Assuming that these statements are true (as they must be given they are admissions against interest), CPCL is better off for the Contract having been terminated, and is not entitled to any damages.

Amended Statement of Claim, Moving Motion Record, Tab 2A; Mr. Cao's Affidavit, Responding Motion Record, Tab E, para. 111.

120. It is well established that a party propounding a claim bears the burden of proving its damages. The Ontario Court of Appeal has held that where damages cannot be calculated due to the failure of a party to adduce evidence, "the litigant is entitled to nominal damages at best".

***Martin v. Goldfarb* (1998), 41 O.R. (3d) 161, Defendants' Book of Authorities, Tab 12, pp. 22-23.**

121. The amount of profit CPCL would have made is then subject to subject to its obligation to take reasonable steps to mitigate the loss by selling on the market.

***Stetson Oil & Gas Ltd. v. Thomas Weisel Partners Canada Inc.*, 2013 ONSC 468, Defendants' Book of Authorities, Tab 10, para. 14.**

122. CPCL has alleged that it had remaining inventory left over that it was not able to deliver to the Library before February 26, 2016, but has refused to produce any particulars of these damages despite the Defendants' numerous requests. The Defendants submit that if there was any remaining inventory left over (of which there is no objective evidence), CPCL was obligated to mitigate its damages by selling those materials to another purchaser. Given that CPCL has stated that the bid prices were too low to make a profit, CPCL likely would have been able to make a better profit by selling the leftover materials to someone else at a better price, and therefore is not entitled to damages from the Defendants.

Mr. Casale's Affidavit, Moving Motion Record, Tab 3, paras. 81-82; Email exchange between Mr. Casale and Mr. Cao dated April 22-27, 2016, Moving Motion Record, Tab 3T; Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, paras. 42-43; Email from Mr. Cao dated April 13, 2017, Moving Motion Record, Tab 5L; Reply Affidavit of Larry Pogue sworn June 5, 2017, Supplementary Motion Record, Tab 3, paras. 15-17; Email from Mr. Cao dated May 29, 2017, Supplementary Motion Record, Tab 3E.

D. The Defendants' Damages

123. The Defendants have issued a Counterclaim against CPCL in the amount of \$121,728.96, which represents the amount they overpaid CPCL over the course of the Contract, as a result of CPCL charging prices higher than those in its bid.

124. This amount represents the difference between the bid price and the price actually paid by the Defendants for the number of books, DVDs and CDs received from CPCL over the course of the Contract.

Mr. Pogue's Affidavit, Moving Motion Record, Tab 5, para. 28; Summary of Overpaid / (Underpaid) – 2014-2016, Moving Motion Record, Tab 5J.

PART V – RELIEF SOUGHT

125. The Defendants respectfully request that the action be dismissed, with costs, and that judgment be granted on its Counterclaim in the amount of \$121,728.96.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

June 6, 2017


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Schedule “A” – Statutes Cited

Rules of Civil Procedure

RRO 1990, Reg. 194

RULE 20 SUMMARY JUDGMENT

WHERE AVAILABLE

To Defendant

20.01 (3) A defendant may, after delivering a statement of defence, move with supporting affidavit material or other evidence for summary judgment dismissing all or part of the claim in the statement of claim. R.R.O. 1990, Reg. 194, r. 20.01 (3).

EVIDENCE ON MOTION

20.02 (1) An affidavit for use on a motion for summary judgment may be made on information and belief as provided in subrule 39.01 (4), but, on the hearing of the motion, the court may, if appropriate, draw an adverse inference from the failure of a party to provide the evidence of any person having personal knowledge of contested facts. O. Reg. 438/08, s. 12.

(2) In response to affidavit material or other evidence supporting a motion for summary judgment, a responding party may not rest solely on the allegations or denials in the party’s pleadings, but must set out, in affidavit material or other evidence, specific facts showing that there is a genuine issue requiring a trial. O. Reg. 438/08, s. 12.

DISPOSITION OF MOTION

General

20.04 (1) Revoked: O. Reg. 438/08, s. 13 (1).

(2) The court shall grant summary judgment if,

(a) the court is satisfied that there is no genuine issue requiring a trial with respect to a claim or defence; or

(b) the parties agree to have all or part of the claim determined by a summary judgment and the court is satisfied that it is appropriate to grant summary judgment. O. Reg. 284/01, s. 6; O. Reg. 438/08, s. 13 (2).

Schedule “B” – Cases Relied Upon

1. *1110049 Ontario Ltd. v. Exclusive Diamonds Inc.*, [1995] O.J. No. 2690 (ONCA)
2. *Semelhago v. Paramadevan*, [1996] 2 S.C.R. 415
3. *Martin v. Goldfarb* (1998), 41 O.R. (3d) 161 (ONCA)
4. *Martel Building Ltd. v. Canada*, 2000 SCC 60
5. *Maystar General Contractors Inc. v. Newmarket (Town)*, [2008] O.J. No. 1793 (ONSC)
6. *Maystar General Contractors Inc. v. Newmarket (Town)*, 2009 ONCA 3939
7. *Stetson Oil & Gas Ltd. v. Thomas Weisel Partners Canada Inc.*, 2013 ONSC 468
8. *Hryniak v. Mauldin*, [2014] 1 S.C.R. No. 87
9. *Pointe East Windsor Ltd. v. Windsor (City)*, 2014 ONCA 467
10. *Sweda Farms Ltd. v. Egg Farmers of Ontario*, 2014 ONSC 1200
11. *Miaskowski v. Persaud*, 2015 ONSC 1654

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
Plaintiff

and

CITY OF MARKHAM et al.
Defendant

Court File No. CV-16-552199

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

**FACTUM OF THE DEFENDANTS AND
MOVING PARTIES**

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Court Of Appeal No.

SUPERIOR COURT OF JUSTICE

B E T W E E N:

CHINESE PUBLICATION FOR CANADIAN LIBRARIES LTD.

Plaintiffs

- and -

CITY OF MARKHAM AND MARKHAM LIBRARY

Defendant

T R A N S C R I P T O F P R O C E E D I N G S

BEFORE THE HONOURABLE JUSTICE J. KRISTJANSON

on June 20, 2017, at TORONTO, Ontario

APPEARANCES:

Q. L. Cao

Self-represented

D. Boghosian

Counsel for the Defendant

M. Fish

Counsel for the Defendant

(i)
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Transcript Ordered: July 26, 2017
Transcript Completed: August 9, 2017
Ordering Party Notified: August 9, 2017

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1.

Chinese Publication for Canadian Libraries Ltd. v. City of
Markham and Markham Library

TUESDAY, JUNE 20, 2016

U P O N R E S U M I N G:

CLERK REGISTRAR: Court is now in session. Please
be seated.

THE COURT: Good morning.

MR. BOGHOSIAN: Good morning.

MR. CAO: Good morning.

THE COURT: Do you have the counsel slip there?

It's right here. Mr. Boghosian.

MR. BOGHOSIAN: Yes.

THE COURT: And Ms. Fish, and Mr. Qiang Li Cao.
Good morning.

MR. CAO: Good morning.

THE COURT: So this is a summary judgment motion
brought by the City and Library. I have read all
of the materials very thoroughly, so I do
understand all of the issues. And, Mr. Boghosian,
it's your motion, so I do not need to hear much
from you because you have outlined the importance,
and I think what drives this case is the **importance
of the Municipal RFP and bidding process**, which is
an essential element in municipal governments that
ensures fairness and equity amongst bidders, and
courts are very clear on that. And having read the
law, and the facts here, my concern is that the
City/library documented their concerns with respect
to quality and contractual compliance regarding the
plaintiff, and they thoroughly set out in their
materials, the failure to meet or comply with the
price requirements of contract, delivery targets,
and the collection profile requirements. So

2.

Chinese Publication for Canadian Libraries Ltd. v. City of
Markham and Markham Library

that's, I understand, your argument there. That is well sets out, as well as cataloguing errors. And so I've reviewed the June 17th, 2015, Ms.

Gilchrist's warning that they're going to have to review the contract. Let's see, what else have I looked at. And the affidavit evidence of Mr. Cao with respect to those late delivery issues, the collection profile issues that were raised with Mr. Cao from January 15th, 2015 through to January 20th, 2016. I have looked at the contract, especially and always in an RFP context s.7(2.0) of the RFP, clearly indicates prices are to be guarantee by the bidder until final completion. And there is a great deal of evidence about excess prices in excess of the contract price. And this is where I

do have some questions for you, Mr. Boghosian, and it relates - And I'll finish my talk, but you might as well write down some of questions. Invoices were paid by the library, even though at the inflated price, and indeed, on some of those times, items were returned, poor quality, et cetera. But at any time up until January 2016, it doesn't appear that the library refused to pay because of excess pricing, and this probably relates primarily to, well, two issue, termination, I understand the issue there, but also to your counterclaim. And if we look at the DVD pricing issues, they weren't raised until August 5th, 2015, Gilchrist Cae email, an email from Ms. Gilchrist to Mr. Cao. And then the August 2015 correspondence indicates that the CPCL was not complying with the DVD bid price, but in September 2015, the library and CPCL agreed that

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they would accept that pricing until the end of 2015. So with respect to your counterclaim, it looks to me like there's a **condonation** at a minimum, but there is an agreement that you did agree to change the terms and accept the higher DVD pricing up until then. So for your counterclaim, I'm not understanding because you do have evidence of your, in one of your affidavits, you do have evidence that the amount that you're claiming, I just don't see it, so, not right now, but I want you to tell me about that. So, and in particular, there's the September 25th, 2015 Poge(ph) email, as well as his affidavit evidence indicating that they'd accepted the higher prices **ceasing in January 2016**. And in terms of the contract I have reviewed, and subject to argument, agree with your argument that the contract is defined in the City's *General Terms and Conditions Part 3 s.1.2*, includes any other written agreements, the Services Agreement is part of that, it would fall into lowest bundle in terms of priorities. Your argument is that it relates only to C3 System and is subject to the general terms and conditions. And generally, looking at contextually, it doesn't even allow for any payment. It addresses none of the major terms. So if, you know, CPCL wanted to get paid, obviously, the Services Agreement has to be construed in a way that the other parts of the contract still stands. So I think the better interpretation, I think, would be that it applies to C3 Services only. Termination is governed by s.17 of the General Terms and Conditions, so 10 days if an active

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5
10
15
20
default is not cured on 10 days notice, otherwise
s.17.3 without cause. And you argue that it was
terminated without cause, I believe that's your
primary argument, but it could have been with cause,
and the without cause, you had indicated you'd rely
on all the various warnings so that at a minimum,
it would show there's no bad faith, et cetera. So
I think that's your argument there. I note that
the Services Agreement, which I find is subject to
the General Terms and Conditions, subject again to
argument, but that's your, that's what you say Mr.
Boghosian. You say that in any event, it's
terminable for convenience, and you say it is, that
means without cause on 30 days notice. So your
argument is that, and I've read all of your
evidence, read all of your materials, and read all
of Mr. Cao's materials, your evidence is that the
City terminated the contract and that no, I think
your argument is, no monies are now owing, and
you're making a counterclaim.

MR. BOGHOSIAN: Yes.

25
THE COURT: Okay. So I have summarized what I have
gathered from the materials that I have read very
carefully. So my major concern that I need you to
address is your counterclaim. Thank you.

MR. BOGHOSIAN: This will be brief.

THE COURT: Okay.

MR. BOGHOSIAN: I agree with Your Honour that the...

30
THE COURT: Okay. You'll have a turn, Mr. Cao,
shortly. So, Mr. Boghosian will make his

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Because there was no interpreter I did not know what her justice talked above. ✓

MR. CAO: Your Honour, I, I have something important for me to tell at this moment, because, and my English is not well enough to meet the stipulation, so I have an interpreter. So, I'm sorry, I just follow this question at this moment. But, you know, when Mr. David(sic) says something and I cannot follow, I'm afraid of that such (indiscernible), you know, appears. Sorry. Sorry about that.

I asked my friend whose English was better than me to come to the hearing to help me.

THE COURT: Okay. So your point is that you wish Mr. Boghosian to speak slowly...

MR. CAO: Yes.

THE COURT: ...and loudly?

MR. CAO: And yes. So, and, and also allow...

THE COURT: And your interpreter may, yes.

MR. CAO: ...my interpreter give time to translate the important points to me.

THE COURT: Okay. You can move closer. You can sit right beside him and you can talk to Mr. Cao as we go along.

My friend was not a professional interpreter. She was unable to do the translation in the way judge directed.

MR. CAO: Thank you. Thank you very much.

THE COURT: Okay.

MR. CAO: Sorry. Sorry, counsel.

THE COURT: Okay. So, Mr. Boghosian, please speak loudly and slowly.

MR. BOGHOSIAN: I will do so, Your Honour.

THE COURT: Thank you.

MR. BOGHOSIAN: With respect to the counterclaim, I, quite frankly...

THE COURT: Slowly.

MR. BOGHOSIAN: ...agree that we acquiesced in the

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higher prices prior to January 2016. I don't think there is a valid claim for the excess charges prior to January 2016. And given that we did not pay the excessive charges after January 1st, 2016, there is no valid counterclaim.

THE COURT: Okay. So you have agreed dropping the counterclaim now, and you're not proceeding on the counterclaim. The first thing for Mr. Boghosian to do in the hearing was to drop their counterclaim. I was really disappointed at their dropping it.

MR. BOGHOSIAN: That's correct.

THE COURT: So the only issue then is whether the City properly terminated the contract, because it's your submission, that if the City properly terminated the contract, then there would be no claim for damages or relief. Is that correct?

MR. BOGHOSIAN: That is correct. We have the right to terminate the contract without cause on 30 days notice because the contract was in excess of \$350,000.00 pursuant to the Purchasing By-law of the City. Counsel approval of the termination was required. Counsel approved the termination on April 5th, 2016. The Termination Notice went out to the plaintiff by letter delivered on April 18, 2016. The effective termination date of the contract was May 17, 2016. Mr. Cao, sorry, the plaintiff, has not indicated any damages that are properly recoverable on the contract subsequent to the, I'm sorry, prior to the effective termination date, and... He told a lie. I didn't follow so I didn't pointed our his lie.

THE COURT: And by that, do you mean that the plaintiff was paid amounts owing under the contract up until the effective termination date?

MR. BOGHOSIAN: Yes. I didn't follow them so I had no response for the issue

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THE COURT: So....

MR. BOGHOSIAN: And there's no indicated that there, there were any, there were other damages incurred, even if they were recoverable, prior to May 17, 2016. The plaintiff's case essentially is, they wanted the contract to be continued through the fixed term of the contract, and the damages they're claiming are the losses of profit they say they would have made had the contract continued to its term, the end of its term pursuant to the contract but for the termination. So there's no, there's no claim for any damages during that period when the plaintiff was first given notice of the intention to terminate and the actual effective termination date. And....

✓
A big lie !

THE COURT: The first given notice, what date do you mean, which, because there's many notices?

MR. BOGHOSIAN: Well, January 27th...

✓
Judge seemed to sense the problem

THE COURT: Okay.

MR. BOGHOSIAN: ...there was a letter written by the City to the plaintiff, indicating that they were going to seek counsel approval to terminate the contract, and that was given as a warning to Mr. Cao because the day before....

THE COURT: That's Mr. Caselli(ph) or...

MR. BOGHOSIAN: Yes.

THE COURT: ...however you say his name...

MR. BOGHOSIAN: Mr. Caselli.

THE COURT: ...letter, of January 27th, 2016. So that's the notice that the library was recommending termination?

MR. BOGHOSIAN: Yes.

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THE COURT: Okay.

MR. BOGHOSIAN: And that was done to protect the plaintiff, to, to avoid the plaintiff incurring costs of purchasing additional material because he had announced that he was on his way to China to a book fair to purchase more books. There's a three to five month delivery delay between when he placed an order and when the books were actually shipped, according to his own evidence in his material. And the City was quite aware of that and didn't want him to incur all of these expenses in purchasing books only to find that he was not going to be able to deliver them given the intention of the City.

THE COURT: So if I were to find it was properly terminated then you say I should allow your summary judgment motion? It was a pity that judge changed the topic on termination date here.

MR. BOGHOSIAN: Yes. Yes. I mean, we put in a lot of evidence of the breaches by the plaintiff to demonstrate the good faith that the City undertook. They gave, in, in the 20 months that this contract was in progress before the termination, actually 23 months, the City gave every opportunity to the plaintiff to correct the breaches, to improve the performance, and important, most importantly, to conform with the prices that the plaintiff itself set in its bid document. And despite that fact, the plaintiff did not correct the deficiencies, and most importantly, right through to the bitter end, insisted on renegotiating the prices....

THE COURT: Now, the plaintiff does argue, but look, the person you replace me with charged you a lot more.

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MR. BOGHOSIAN: Well....

THE COURT: What is your response to that?

MR. BOGHOSIAN: The response is easy. We, and as
Your Honour noted in your introductory remarks, the
City is bound by the Rules of Tendering, the Rules
of Public Procurement, and that means that you
cannot accept a bid and then allow the party to do
things outside of what they bid on, because that
then allows unsuccessful bidders to challenge the
City and say, hey, wait a minute, this is not fair,
they bid one thing but you're allowing them to do
another, and you open, if you're a municipality,
the City, to lawsuits from unsuccessful bidders.
And we know this happens. We've got cases in our
material where you allow deviations from the
contract that was bid upon, and an unsuccessful
bidder comes along and says, hey, wait a minute,
you're, you're giving them, you're not holding them
to their contract, and it's vital that they be held
to the contract because the City becomes liable,
potentially, to other parties if you don't.

THE COURT: And so...

MR. BOGHOSIAN: And....

THE COURT: ...if the plaintiff was, argues in its
materials, it was unprofitable in the prices, they
couldn't make a profit, that's a risk of bidding in
a fixed price contract, is that your position?

MR. BOGHOSIAN: Exactly. It was either naivety in
setting unreasonably low prices. You'll see
references in emails, and maybe even in the
responding affidavit of Mr. Cao, to the devaluation
to the Canadian dollar against the American dollar.

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He had to make purchases in American dollars for Chinese materials, and he didn't make an allowance for that, or didn't - There's ways many companies in the international market will have futures contracts for dollars to try to eliminate the risk of exchange rate fluctuations, and this plaintiff didn't do that. Or the possibility, and the more I've been involved in this case, the more I think this is, perhaps, more realistic, is that the plaintiff thought, I'm going to get in the door with these really cheap prices and I'm then going to be able to renegotiate. I'm going to use my powers of persuasion to get them to renegotiate. And you'll see through the record, that the plaintiff relentlessly attempted to get the City to agree to higher, much higher prices than he had bid, he had set out in his bid documents, the contract documents.

THE COURT: But that's ultimately irrelevant, is it not?

MR. BOGHOSIAN: It is.

THE COURT: Yes. So...

MR. BOGHOSIAN: Well, it goes to the fact....

THE COURT: ...because the prices are the price.

MR. BOGHOSIAN: We worked with him, we had multiple meetings, there were many very frank email exchanges where he was warned, he was told you're not doing this properly, you can't do this, you can't continue to keep charging us. We, we cut him a remarkable amount of slack by giving him 18 months of higher prices than what he bid on, but we ultimately said, enough is enough. And when, in

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February, after he got the January 27th, 2016 notice

letter, at the meeting in February, he continued to

insist that the price be renegotiated. The City A big lie !

realized, we can't work with this, this individual,

and it didn't help for certain that he was

belligerent and aggressive, and actually scary to...

THE COURT: Right.

MR. BOGHOSIAN: ...some of the employees.

THE COURT: But that's also irrelevant, if you were
able contractually to determinate...

MR. BOGHOSIAN: That's correct.

THE COURT: ...attempts to renegotiate a price,
conduct is irrelevant to me and I'm not going to
consider those issues.

MR. BOGHOSIAN: Yeah. It only goes to the good
faith that we are required to demonstrate, and so
we've set out the many breaches, the many attempts
we made to work with the plaintiff. And I just
want to mention two things. The plaintiff claims
that the excess prices, or the, the fact that his
prices were inadequate, stem from two things, one
is that, he didn't realize that the Marc Records
only applied the, the charge for Marc Record
Creation, only applied to each title as opposed to
each copy that he purchased of a title. And that
is an invalid argument for two reasons at least,
one is, the comparison we do in paragraphs 40 and
41 of our factum....

THE COURT: Let me find that then.

MR. BOGHOSIAN: And this is taken right out of Ms.
Gilchrist's affidavit, paragraph, page 11. My
mistake. Mr. Pode's(ph) affidavit. Mr. Pode, by

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the way, is here with us today, as is Ms. Regal of the City. But you'll see that the prices that we have set out here, the comparatives showing how much the plaintiff overcharged, these are before the additional costs of the Marc processing, shipping and HST. In other words, these are just for the publications themselves. So you'll see that that average price difference per item in 2015 compared to what was bid upon, just for the books, that this is not including the Marc Records, was \$3.00 per item more for the print material, \$11.30 per each DVD, and \$9.39 over on the CD's. So where he was overcharging wasn't for the Marc Records, it was for the publications themselves. The contract clearly specified that the Marc Record charges were only per title. And this is thoroughly canvassed at paragraphs 87 to 97 of Ms. Gilchrist's affidavit, which is...

THE COURT: Okay. Let's look at that then.

MR. BOGHOSIAN: ...at Tab 4.

THE COURT: There we go. Tab 4.

MR. BOGHOSIAN: Yeah. So page 366 in the top right corner. I won't read it to you, but paragraphs 87 to 97 thoroughly debunks the argument of the plaintiff that he didn't know that he, he, he didn't realize that the Marc Record was, charge, was only per title as opposed to per copy. In fact, the very first invoice the plaintiff sent to the City...

THE COURT: Oh, that's - Sorry....

MR. BOGHOSIAN: ...had charges for, for copies of, of, of each title, and immediately the City notify

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the plaintiff that that was improper, that it was
only per title.

THE COURT: Right. Well, he says at page 535 of
the record, which is his email of November 12th,

"Yes, I had read the charges for Marc Records
should be made on the basis of unique titles
rather than copies in the bid document."

He only showed judge the first part of the email. My view
on the price in the latter part of this email.

MR. BOGHOSIAN: Mm-hmm.

THE COURT: So there seems to be an acknowledgement
that he understood...

Judge was cheated.

MR. BOGHOSIAN: Yes.

THE COURT: ...at the time of bidding.

MR. BOGHOSIAN: Yes. And, and he, he is now trying
to rely, however, in his material on this motion,
on that as a basis for believing that he was
entitled to charge more than what the contract, his
own bid prices provided. And the other thing he
says on the price issue is that, I didn't realize
that I had to do the C3, I had to incorporate the
C3, that's unique city classification system, into
the Marc Record. And as we point out, that's one
single line in the Marc Record. And as the
plaintiff himself says, at paragraph 90...

THE COURT: Of?

MR. BOGHOSIAN: ...of his factum.

THE COURT: Hang on.

MR. BOGHOSIAN: He says in the final line of
paragraph 90, "C3 is only some change in
classification and cataloguing that only related
with one block among tens of blocks in a record."

There were no interpreter and I did not
know what they were talking about. It was
onside show only. I found later from
court transcripts that Mr. Boghosian
constantly told lies here.

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In other words, he's agreeing that this was a minor additional requirement in the overall scheme of the Marc Record.

THE COURT: Can we just go right now to the Services Agreement?

MR. BOGHOSIAN: I think that's Tab 4(b).

THE COURT: Sorry, 4?

MR. BOGHOSIAN: 4(b). Tab 4(b). It starts on page 374...

THE COURT: Yes.

MR. BOGHOSIAN: Yes.

THE COURT: Because I thought the 3C contract said you don't get any more money.

MR. BOGHOSIAN: Yes. And, and that's....

THE COURT: Isn't that in the Services Agreement?

MR. BOGHOSIAN: Yeah. And if you look at...

THE COURT: Okay.

MR. BOGHOSIAN: ...Tab 3(a), which is - Or sorry.

If you look at Tab 3, which is the original bid document, at page, starting at page 82, this, this is in the section that begins at page 80 called "Specifications", this is setting out what the, what any bidder would have to do. And on page 82, just below the middle of the page, it says, "Marc Records mandatory." And it says, "Marc Records shall meet AACR2 standards for the materials." And then...

THE COURT: Okay.

MR. BOGHOSIAN: ...in the last bullet on that page, it says, "Bidders should provide costs related to classifying using C3." And then on page 83, the second heading is, "C3 Customer Centered

Mr. Boghosian didn't answer her justice directly. I read those paragraphs here again and again, I still don't know what he talked about. His topic went far away.

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Classification Mandatory." And there's four specifications with respect to the requirement to include C3 Classification. "The bidder shall provide written agreement to implement C3 Classification." And that's the agreement, Your Honour, that's at 4(b), that's the C3 Services Agreement. This is just a sub agreement reflecting what was required on page 83 of the record at Tab 3(a), where it says, "The bidder shall provide written agreement to implement C3 Classification. The bidder shall provide a work plant for the implementation of C3. The bidder shall provide any additional costs related to the implementation of C3." This was in our original RFP, where he's given full warning that this is a requirement and if there's any additional costs, you've got to include them in your bid document. So these, and, and quite apart from that, once again, I go back to paragraphs 40 and 41 of our factum where we see that the overcharging was not for the Marc Records or for additional C3 charges, it was the actual costs of acquiring the publications themselves that was grossly beyond what had been bid upon. In, in the, in the, at 3(a), at paragraph, page 97 of the record, we have s.17 at the bottom, "Default in termination", and Your Honour has obviously become quite familiar with this, but it provides, in paragraph 17.3 on page 98 that, *He changed the subject to termination without cause suddenly.*

"The City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing

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*thirty (30) days prior written notice to the
Contractor."*

"Upon receipt of a notice of termination
hereunder, the Contractor shall immediately
cease performance of the Work and promptly
remove all Contractor and Subcontractor
equipment from the City's property."

That's s.17.4. And the critical passage for my
current submission is s.17.5,

"In the event of termination hereunder, the
City shall not incur any liability whatsoever
to the Contractor except for payment for the
goods and/or services that have been
satisfactorily delivered or performed by the
Contractor up to the effective date of
termination."

✓ This big lie again and again told in court. Because the plaintiff didn't follow the defendants, and there was no argument for such a simple lie. Isn't a shame to Canadian court?

✓ And Your Honour, there's no claim anywhere in the
plaintiff's material that there are any unpaid
charges for goods or services delivered or
performed by the contractor up to the effective
date of the termination. So in my submission,
there are no damages claimed in the action that are
possibly recoverable, and we therefore submit that
we're entitled to summary judgment on the basis of
the Contractual Terms in light of the - Really, I,
I think there's, there's no conflict in terms of
the basic facts. It's all in the paper record,
it's all in the contracts, it's a matter of

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contractual interpretation. It's very clear here,
that Service Agreement, for example, fits in vis-à-
vis the other documents that form the primary part
of the contract. It's very clear from the
particular terms of the, the general conditions
where that service contract fits in. It's very
clear that the Marc Record was to be charged based
on title not copy. And it's very clear from the
record that C3 was a requirement from the outset,
not something as the plaintiff alleges that was
thrown in at the last minute. And subject to any
questions Your Honour might have, I think the thing
that strikes me as demonstrating the misguidedness
of the plaintiff's position, is revealed at
paragraph 104 of the plaintiff's factum. Sorry.
THE COURT: Sorry. I'm also looking at page 198,
which is the plaintiff's bid, which does
specifically say, "Marc Records for C3 do not
require any customization." So...

MR. BOGHOSIAN: Yes.

THE COURT: ...so that's the same idea that the C3
requirement was, was clearly recognized by the
plaintiff as of the, within the terms of its very
bid that was accepted?

MR. BOGHOSIAN: Yes.

THE COURT: Sorry, and you were making a point...

MR. BOGHOSIAN: I was, and I, I....

THE COURT: ...and I got distracted because I was
just curious about the bid. And I think this tab,
page 198, is the bid that was accepted by the City?

MR. BOGHOSIAN: Yes. Yes. And there's a clear
Signature page on, on....

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THE COURT: Right. Oh, and it says just above that,
"Vendor will be required to classify using C3."

MR. BOGHOSIAN: Mm-hmm.

THE COURT: And the library will not pay for Marc
Records for added copies.

MR. BOGHOSIAN: Yes. And it was signed by the
plaintiff on page 189 of the document where he's
agreeing to all of this and each page is initialled
as well. Just to be clear, on page 189 at Tab 3(b),
is where the plaintiff signed to agree to be bound
by all the terms and conditions as per the, the
various documents identified under s.7 on page 188,
among other things, and that includes the City's
General Terms and Conditions, which in turn
includes the Termination Provisions that we've been
looking at. Let me just check my notes because I
know that there is a - What I'm looking for, Your
Honour, there's a paragraph in the plaintiff's
factum where it basically said that after August of
2015, price was no longer an issue, and that, in
fact, the price issue never came up again until
June 2016 when we filed our defence in this lawsuit.
And, it's paragraph 50. And actually, what I, what
I had earlier referred to is, it's approximately,
paragraph 104 of Mr. Cao's affidavit. It's
probably better because it's actually his sworn
statement. Yes. Paragraph 104 of his affidavit at
tab....

THE COURT: And what book are we in?

MR. BOGHOSIAN: Responding motion record at Tab E,
which is Mr. Cao's affidavit.

THE COURT: Oh, sorry. Responding motion record.

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I must be in Volume 1.

MR. BOGHOSIAN: It's, it's...

THE COURT: Okay.

MR. BOGHOSIAN: Yeah.

THE COURT: Tab B. No.

MR. BOGHOSIAN: Tab E.

THE COURT: Yes. Okay.

MR. BOGHOSIAN: Page 102 of the record. It's a bit
hard to read, or 103, actually. And I, I, the
point I was going to make at paragraph 104 is, I
think this most strikingly discloses the, the
misguidedness of the plaintiff's case, or the
plaintiff's position, where he says that,

"Defendants did not include the price as an
issue when terminating part of the contract on
August 17, 2015, and the whole contract
termination on April 18, 2016. After the
meeting on February 2, 2016, City gave three
issues library submitted and the price issue
was not included. Defendant first made the
price as one of the issues in their defence of
the claim in June 2016."

Your Honour, that is patently false, and you can
see that from a review of the September 25th, 2015
Morgan letter. The report, sorry, the notes of the
February 2nd, 2016 meeting, clearly indicates that
price was a critical component. The report of the
Library Board to counsel in supporting the
termination clearly speaks to price as a major
issue, and the termination to utter itself....

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THE COURT: And where is that?

MR. BOGHOSIAN: Sorry, if I can just - Sorry, it's
at Tab 4S, and it does not expressly refer to price
or any issues, it just talks about, "Performance
levels have not met the expectation of the Markham
Public Library in the contract requirements."

But you'll see that there were ample references, in
fact, all the negotiations in the fall of 2015, had
to do with price and the fact that the City was no
longer going to tolerate, after January 1st, 2016,
charging more than the bid prices. And that was a
key element of the meetings in January and February
2016, where the plaintiff was continuing to attempt
to renegotiate the pricing provisions in the
contract to get higher prices to match what he was
actually charging compared to what he had agree to
charge. So that the, the claim that price was
never an issue 'til this lawsuit arose, is patently
untrue and easily disproved by a reference to all
the documents in our record. Your Honour has
obviously, thoroughly reviewed the materials. I
don't think I have any further submissions for now,
and I'll reply to anything that you may wish me to
following Mr. Cao's submissions.

THE COURT: Okay. Thank you. Thank you, Mr. Cao.
So, yes. So now, the only issue, the counterclaim
is dropped, so they're not seeking that \$121,000.00
repayment anymore, so that is off the table. The
only issue then is whether the City had the right
to terminate, and if so, did they terminate

Mr. Boghosian stopped his long
speech here. I followed almost
nothing.



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properly. So the City, we've reviewed, and I have thoroughly reviewed the record in terms of the contract, and it does appear to me that under that contract, they had the right to terminate. And so, I've reviewed those documents and I now will hear your submissions on that point. So if the City had the right to terminate, then just so you understand, they would succeed on their motion and you would not have a claim for damages. So that's where we are starting from.

Not Knowing what happened,
I was lost at a moment.

MR. CAO: Okay. Your Honour, and just now, I told you my English and is not good enough, and I can write something, if I did the preparation, I can, you know, speak about. But I cannot, you know, argument, and also I cannot, you know. So when I do my, and speech here, maybe I, I do my speech in alternative, sometimes I, and I, I, I think I do according to my factum, and maybe sometimes I need to speak in Mandarin and then I need the interpreter to translate that for me. Is that okay?

THE COURT: Okay. So my concern is, of course, that you have an opportunity to respond because you have been granted the right to personally represent...

MR. CAO: Okay.

THE COURT: ...your corporation.

MR. CAO: Okay.

THE COURT: But I don't want you to read from your factum because...

MR. CAO: I know. I know.

THE COURT: ...I have read everything...

MR. CAO: I know. I know.

✓
Okay is only my reaction of
I am listening. It doesn't
mean I understand in most
cases.

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THE COURT: ...in your argument. Yes.

MR. CAO: I try my best, you know, I try.

THE COURT: No. And I've read all of your written argument.

MR. CAO: And, you know, I'm the representative also and plaintiff, you know, and....

THE COURT: Well, you're not the plaintiff. The company is the plaintiff, so...

MR. CAO: Okay.

THE COURT: ...you are simply a...

MR. CAO: I represent.

THE COURT: ...yes, you are simply...

MR. CAO: I'm sorry about that.

THE COURT: ...here to represent the company.

MR. CAO: Okay.

THE COURT: And I've read all of the written argument and I understand your issues.

MR. CAO: I see.

THE COURT: Now if you do the need the assistance of your interpreter...

MR. CAO: Mm-hmm.

THE COURT: ...then we will do that.

MR. CAO: Okay.

THE COURT: Okay.

MR. CAO: I will try to express myself so that we save time and know the fact. Okay.

THE COURT: Yes. So...

MR. CAO: And....

THE COURT: ...I understand all of the issues, yes.

MR. CAO: Yes.

THE COURT: Yes.

MR. CAO: I try to express myself, but sometime,

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✓
okay.

THE COURT: Yes.

5
MR. CAO: And, and - Okay. Also, you know, this is,
I have never have experience in court, and, you
know, so, I hope I can get some guidance if I do,
you know, do something not proper for a cause, you
know. And also I need justice and give me some
otherwise if I, you know, I, didn't realize
something I should know. Sorry for that. Is that,
you know....

10
THE COURT: No, absolutely. So I think what's
important for you to understand is that we're
simply here arguing...

15
MR. CAO: ✓
Okay.

THE COURT: ...on all this written record.

MR. CAO: ✓
Okay.

THE COURT: So it's all about what's written down
in front of me, and my primary interest is in the
contract.

20
MR. CAO: ✓
Okay.

THE COURT: Because this is, it's a very narrow
legal issue here...

MR. CAO: ✓
Mm-hmm.

25
THE COURT: ...because from the court's perspective,
the only real issue is, did the City have the right
to terminate the contract the way that it did.

MR. CAO: ✓
Okay.

THE COURT: And I said at the beginning, and if...

30
MR. CAO: ✓
Okay.

THE COURT: ...your interpreter can help you
there...

MR. CAO: ✓
Okay.

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THE COURT: ...but compliance with RFP's,
compliance with the bid that you submitted, is
critical to cities.

MR. CAO: Okay.

THE COURT: If you promised to provide something at
a set price and they accept that in the RFP bid
process, it is critical that you maintain and
comply with that bid because that's how the City
guarantees fairness. So the concern on the record
before me is that the company did not comply with
the bid, and the City then has an obligation to
look at the bid document carefully and say...

MR. CAO: Mm-hmm.

THE COURT: ...is this party complying, because it
can be unfair to other participants. So that's my
primary concern. And on my reading of the contract,
they did have the right to terminate contract. So
that's the important thing for you to understand.

MR. CAO: Okay. And just now, and I try to follow
Mr. David, and, and I think I understand most of
them, and, because I'm the person involved the case
and but still, you know, in some. So Mr. David can
ask me a particular, you know, issue, and we can
hear to, you know, for example, just now, he said
something, and finally, it's apparently, a false
statement I didn't follow. So just tell me and I,
I, I think I can explain.

MR. BOGHOSIAN: Well, what....

THE COURT: What he said is that....

MR. CAO: Okay.

THE COURT: Okay. So you can respond to this point
that he made. You have those materials before you.

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It is your affidavit, page 103, paragraph 104.

MR. CAO: My affidavit?

THE COURT: Yes.

MR. CAO: Which one, 1, 104?

THE COURT: Yes. So let me just find it. It's at
page 103 of your record, paragraph 104.

MR. CAO: Which paragraph?

THE COURT: 104.

MR. CAO: One - Okay. Okay. I will....

THE COURT: So his point here, the only point
that's relevant to me is that, he says that what
was not correct about that is that the City had
given lots of warnings that the price was an issue
up to and including February 2nd, 2016. So you've
made the statement that price was first an issue in
June 2016, and he has said, no, look at all the
evidence, price was a very important issue to the
City. And that warning letter in September 25 of
2015, specifically says, price is a concern, we'll
let you charge this higher price but, you know,
you've got to go back to regular price. That's...

MR. CAO: Thank you.

THE COURT: ...that's that argument that he made.

MR. CAO: I got it. I got it. And, yes, the price,
of course, is the key issue in the case, and, but,
you know, actually, and, I do think - So can I
speak in Mandarin? But after, I have a several
important expression this time, and to answer Mr.
David about the price.

THE COURT: Okay.

MR. CAO: Okay.

THE COURT: So that's...

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MR. CAO: Mm-hmm. ✓

THE COURT: ...going to be difficult because we
don't, that's why we generally make corporations
hire lawyers...

MR. CAO: Mm-hmm. ✓

THE COURT: ...so that, you know, I can get the
corporate thing.

MR. CAO: I know, I know. ✓

THE COURT: But I'm going to ask... ✓

MR. CAO: Oh. ✓

THE COURT: ...I guess the, perhaps the interpreter
can speak in...

MR. CAO: Okay. I try. Me, yeah, I try. ✓

THE COURT: ...the interpreter can speak into the
mic and you speak at her. Do you want to try that?

MR. CAO: Okay. I'll ask her.... ✓

THE COURT: It's okay. Let her stand at the mic
and you can sort of speak to ear.

MR. CAO: - Through Mandarin Interpreter: Actually,
the whole case, the price is not the main reason
for them to, main problem for them to terminate a
contract. It is the excuse and the reason they try
to fight, fight, they fight it for, for their
illegal termination. Because after our contract is
terminated, after we left, they gave this contract
to another company and that the price they charge
is double my price, our price. Just now, he
mentioned that my argument for the price and we, is
what we considered the exchange rate, and he,
that's a one of the issue. Actually, I didn't, I
just have this issue, one issue. When I, when we
accepted the contract and when we, between the

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timeframe from accepting the contract and we received our payment, there's a 15 percent difference of, for the, between the exchange rate for US dollar and the Canadian dollar.

5 THE COURT: Right. I'm going to stop you there, Mr. Cao. That's the problem with a fixed price contract, is that you, as the bidder, assume the risk. So you either protect yourself by buying, it's kind of like insurance, but some kind of
10 currency fluctuation protection, or you price the contract differently. But in a fixed priced contract like this, you, as the bidder, had accepted that risk because you had guarantee the terms and conditions to comply with the price.

15 MR. CAO: I understand. So I just try to...

THE COURT: Yes.

MR. CAO: - Through Mandarin Interpreter: Well, just now, I mentioned I never emphasised this issue, and I just want to present it that this is one of
20 the reasons for the price. Now I want to present my argument on how the price be changed on our, on our side.

THE COURT: Okay. So but my questions is - And I'm going to stop you there. I read all your materials, and I understand from reading it, that the costs of requiring all of the materials with delivery and everything else were much higher than you had anticipated. I understand that. The problem is, the contract did not allow for any price
25 adjustments. So even accepting everything that you've said, and I have great sympathy for the struggle that the plaintiff had, even accepting all
30

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of that, the bid document did not allow for price adjustments. So that's, you know, just take it as a given that I've read your materials and I understand your argument, but the legal issue that you need to pursue me on is, given that you'd accepted a fixed price, and accepted all the terms and conditions, I don't know that your struggles with pricing have any relevance to the legal argument.

MR. CAO: Okay.

MR. CAO: - Through Mandarin Interpreter: Actually, they orally told me that the, the price I gave to, a list to them, is okay because they know when we have to increase the price because of problems that they created. If Your Honour would like to listen to my explanation why I said the problem, because of the problems on their side, we hike our price, I can explain. If you, you don't think it's necessary, I can continue.

THE COURT: Yes. No, that is not necessary. So, but there's nowhere in the contract document - First of all, you say you had an oral agreement, Ms. Gilchrist denies that, as do the other City agreements, but I think more importantly, the contract does not allow for, like, the written documents that govern the relationship, do not allow for the oral contract. And I think the August negotiations of 2015 and the warning letter in September 2015, do not support that argument that you're just making to me. I don't see any room for your alleged oral agreement as to increased price, but I will say, the City did tell

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you that you have to come back into compliance, but they allowed you, which I think they should not have done, they allowed you to charge more than the contract price. So other bidders could sue the City because of what they paid to you. So that's my concern, really, with what you are now arguing. They weren't allowed to, under that contract, pay you more. They agree to pay you more for whatever it is, a year and a half.

MR. CAO: - Through Mandarin Interpreter: I still want to explain the further issue, the price issue, actually, in the contract, there was some problems in the City's contract, there are gray areas there. THE COURT: Well, show me where the errors are, and it's the City's contract is....

MR. CAO: Okay. I just....

THE COURT: You'll have to bring to a page in the record. I didn't follow judge, My friend was unable to translate her justice to me. My those okays didn't mean I agreed his justice. We talked about different things.

MR. CAO: Yeah. Yeah. Okay.

THE COURT: So I'm looking at the Caselli affidavit.

THE INTERPRETER: On the contract?

THE COURT: Yes.

MR. CAO: Sorry, I didn't find because we, no, we didn't find the, the paragraph in the contract, but I just give my idea. If I'm not right, we can, you know, argue about that.

THE COURT: So I have a question...

MR. CAO: Yeah.

THE COURT: ...for you...

MR. CAO: Yeah.

THE COURT: ...about the contract.

MR. CAO: Yeah.

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THE COURT: So if you look at the Caselli affidavit,
which is Tab 3, page 189.

MR. CAO: Yeah.

THE COURT: Do you have that before you?

THE INTERPRETER: Tab 3.

MR. CAO: So, sorry?

THE COURT: Page 189.

MR. CAO: One eight-nine. Okay.

THE COURT: Section 2.0.

MR. BOGHOSIAN: Your Honour, I think he's in his
own...

MR. CAO: Sorry, 108?

MR. BOGHOSIAN: He's in his own record, Your Honour.

THE COURT: Yes. I'm just looking at the company's
bid, okay.

MR. CAO: Okay.

MR. BOGHOSIAN: Three. Three. The first Tab is a
3.

THE INTERPRETER: This one?

THE COURT: It's Tony Caselli.

MR. CAO: Yes. Yes. Okay. I got it.

THE COURT: So s.2.0.

MR. CAO: Okay.

THE COURT: "Bid prices shall be guaranteed by the
successful bidder until final completion of the
contract." So that was signed by you on behalf of
the company.

MR. CAO: Okay.

THE COURT: So that is legally what I am looking at
to say prices are not, together with the other
terms...

MR. CAO: Okay.

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THE COURT: ...but that is a critical written piece.

MR. CAO: Okay. And....

THE COURT: Okay. So what's your response to
that...

MR. CAO: Yeah.

THE COURT: ...because you're telling, you're...

MR. CAO: I....

THE COURT: ...trying to tell there are contractual
issues about pricing, and I'm looking at your
guaranteed price.

MR. CAO: Okay. That's the point. I know I signed
it. And when I signed it, we have, you know,
conditions we, that's agreed each other. After I
signed that, library (indiscernible) conditions
changed. I didn't expect that.

This is my point.

THE COURT: Okay. Well, you tell me when you
signed it, where in your - This is your bid that
you signed...

MR. CAO: Okay.

THE COURT: ...so where are the conditions set out
that you're talking about, because I don't see them
in anything that was signed.

MR. CAO: I know. I know. And then - Yeah, that's
true, actually. I have evidence. And can I give
an example to, to see how big change, you know,
different from our agreement before. Okay. Just
one. Okay.

THE COURT: Okay.

MR. CAO: Just one example. And actually, the main
thing is the cataloguing, just as Mr. David said.

THE COURT: Are we talking about this...

MR. CAO: Yes.

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THE COURT: ...sorry, the C3 or the Marc generally?

MR. CAO: Generally.

THE COURT: The Marc?

Judge knew little about C3. ✓

MR. CAO: Marc, C3, C3 Marc, the same thing, actually. ✓

THE COURT: Well, C3 is a component of Marc though, isn't it? Marc is more than just C3.

MR. CAO: Marc is the C3. C3, and there's just some difference with normal, just like one or two, just a (indiscernible) not a big issue.

THE COURT: Yes.

MR. CAO: That's the example I used in that place.

Mr. David, you know, take here to support, that's okay. We, we'll leave that later. And when, when, the evaluation(ph) period, we get agreement to each other, we did catalogue not in Canada, and then we make a Service Agreement. That's important. They say, it's....

MR. CAO: - Through Mandarin Interpreter: They say it's a confidentiality here. C3, you have to be confidential. So we have to change the original plan to process cataloguing here in Canada. So after the contract is already signed so, but this is the request from the library and we have to follow.

THE COURT: Okay. But I'm going to stop you there.

MR. CAO: Okay.

THE COURT: ...the same, right where you are, page 198, s.8.2.13.

MR. CAO: Which one?

THE INTERPRETER: 198.

MR. CAO: Okay.

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THE INTERPRETER: Section?

THE COURT: Section 8.2.13.

MR. CAO: Yeah.

THE COURT: So this is the contract.

MR. CAO: Okay.

THE COURT: It say, "Vendor will be required to
classify using C3."

MR. CAO: Yes.

THE COURT: So you were told that you needed to do
C3...

MR. CAO: Yeah.

THE COURT: ...and you understood that C3 involved
confidentiality?

MR. CAO: Yeah.

THE COURT: So I'm not seeing why, what your
argument....

MR. CAO: - Through Mandarin Interpreter: At this
point, we still think that we can process it in
China because we haven't signed the contract.

THE COURT: So my concern...

MR. CAO: Yeah.

THE COURT: ...I understand what you're saying, and
I have read your materials...

MR. CAO: Yeah.

THE COURT: ...and I said I have sympathy for your
argument, but you, the contract that you signed and
you separately agree to the Services Agreement...

MR. CAO: Mm-hmm.

THE COURT: ...you, regardless of the fact you had
to change cataloguing from Beijing to Canada, you
were bound by the price that you agreed to. You
had agreed to a pricing model...

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MR. CAO: Mm-hmm.

THE COURT: ...and you signed this, and you signed the Services Agreement, and you were stuck with that pricing model regardless of how your costs changed, that's what the contract says.

MR. CAO: - Through Mandarin Interpreter: But the price, we did negotiate with them and they accepted. On the negotiated price being implemented over a period about one year, and actually, the price we charge cannot cover our actual costs. So there's another issue I want to talk about it, one is the copy and the title. They have a chart. They have a chart. Their chart, the form, the form form, bidding form, it tells how you charge the price based on title or item. If, well, we, we give the price according to the title, nobody can figure it out. I ask Mr. (indiscernible) to help me how to fill it out, show me how to fill out form, and he put it.

MR. CAO: And you can find the form, the bidding form in the supplementary motion record, plaintiff.

THE INTERPRETER: The, oh, yeah, the bidding form.

MR. CAO: Yeah.

THE COURT: Okay. What tab?

MR. CAO: And yes.

THE INTERPRETER: Page?

MR. CAO: And affidavit at page 13.

THE COURT: Okay.

MR. CAO: Yeah. And so, the second page of, from the, this document, questions on Mr. Cao's affidavit, paragraph two. That's the original form I need to fill in, in the document, in the contract.

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So you can see, Unit Cost for Marc Record, there is a column, Unit Cost for Marc Record, paragraph two, question on Mr. Cao's affidavit. So I had to fill in this form.

THE COURT: Right. So you fill it out at page 191, that's your bid?

MR. CAO: Yes. Yeah, that's a bid.

THE COURT: Mm-hmm.

MR. CAO: Yeah, 109. Okay.

THE COURT: That's your filled out bidding form.

MR. CAO: Yes. Yes.

THE COURT: So what's your point?

MR. CAO: So this is the blank form, I need to fill in them. So, apparently, you need the costs for Marc Record here for item, not for copy. Not, not for items, that's for item. If I write here, I fill in the price for the title, how can you fill in this form? The end of the, the total price, you know, is not logical.

THE COURT: Okay. So you're, okay, I understand your argument.

Good. judge understood this point.

MR. CAO: Yeah.

THE COURT: Move on to your next point.

MR. CAO: Okay. And also, so many changes, and even you think is not, you know, under contract, but that's, you know, because - And let me start, I'm not happy I'm here. So they create many, many thing. And, okay. In any event, I do according to, they say, oh, you go back to the price, I go back, even I had a big loss. So in that document, I mean, even the last document, they are, and they recommendation, termination recommendation to the

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counsel. That's already on March 26th, something,
2018(sic).

THE INTERPRETER: No, 2016.

MR. CAO: Sixteen, sorry. 2016. Sorry.

THE COURT: Yes. That's right.

MR. CAO: Sorry. Sorry. And they reported the
price to the City. They say I charged in the
(indiscernible) charged much of the time in the
2015 higher than the bid form. It doesn't mention
that, you know, in 2014. Actually, they know, you
know, we don't have any problem from the beginning,
you know. Even in this report, they didn't mention
it, and then in all our documents they didn't
mention, only talk to me underground, you know, and
not in the documents, not in the meeting, only to
myself, you know, from the middle of 2018(sic), '15.

THE COURT: Sorry, '15?

MR. CAO: Yeah.

THE COURT: No, but they did put it you in....

MR. CAO: So....

THE COURT: Sorry, but I'm lost.

MR. CAO: Yeah.

THE COURT: They did put complaints in writing to
you in 2015.

MR. CAO: In the middle. The earliest time in June
'16, that's the, in June '15, and also not direct
mentioned the price, just remind, you know, just
mentioned the titles, and that I can figure out,
that's the, you know, they mentioned the price.
And then they formally put forward a price just in
the meeting in September. The meeting, they
persuaded me to drop the contract. They put, told

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me in the meeting. And still they didn't mention the price problem in their, you know, you know - Even they terminate the contract, they give me a piece of, you know, and the Termination Notice without price problem, even their material to the City, no. So just....

THE COURT: But, I think, I don't know how far this gets you, because there were, and you've acknowledged, delivery target errors...

I never acknowledged delivery target error !

MR. CAO: Yeah. I didn't follow her justice, and didn't mean I acknowledged it.

THE COURT: ...you've acknowledged the simplified versus traditional errors...

I never acknowledged it.

MR. CAO: Okay.

I didn't follow her justice, and didn't mean I acknowledged it

THE COURT: ...et cetera. So I'm not sure that it gets you very far, but more importantly...

MR. CAO: Yeah.

THE COURT: ...there's a without cause termination provision, and they relied on the without cause 30 days notice. So what is your response to that, because there's...

MR. CAO: Okay.

THE COURT: ...a without cause, meaning they can do it so long as they're not trying...

MR. CAO: Okay.

THE COURT: ...defraud you, et cetera. And there is certainly more than enough in this record about your company's failure to comply with the bid terms that would indicate...

MR. CAO: Okay.

THE COURT: ...that I would rule in the City's favour on this point.

MR. CAO: Okay. If they terminated without cause

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from the beginning, I have no argument about it,
and even earlier, the better for me, but they, you
know, make difficulties purposely, make me big loss.
That's a problem. I suffered from that. And then
I tolerated for the contract, that lasted one year,
and then I lost after we had, you know, bid many,
many this kind of things, I lost. They use without
cause and with cause, so that's not fair. ✓ Actually,
I sue, and the City not only the termination of the
contract, also the breaches in the performance of
the contract. You know, you know, this, and
business, not a common sale business, it's very
complicated. So this is not only a price, only the
products price, that's, you know, only very small
portion. So why is a lease(ph) business is very
complicated in Canada, only few company can do that?
THE COURT: Okay. I'm going to say...

MR. CAO: Yeah. ✓

THE COURT: ...that it's not relevant to my
decision...

MR. CAO: Okay. ✓

THE COURT: ...but I have read everything...

MR. CAO: Yeah. ✓

THE COURT: ...and understand the points you make
about how complicated it is, and I, having read
everything, I understand...

MR. CAO: Okay. ✓

THE COURT: ...that it's complex. I do accept that,
but...

MR. CAO: Okay. ✓

THE COURT: ...but it doesn't matter because you're
a bidder in a complex specialized area...

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MR. CAO: ✓ Okay.

THE COURT: ...and you're expected to price the bid taking into the account the complexity of the work. So I don't know what else you have to add. You've answered many of questions, you have a thorough written presentation. Is there anything you want to tell me now?

MR. CAO: And so, and I, I think this is, you know, because before the termination, and I think I, I, you know, they actually, they billing us(sic), you know, we are billed(sic).

THE INTERPRETER: Bullied.

THE COURT: Bullied.

MR. CAO: Bullied, bullied. Yeah, bullied, and I have no chance to escape, and so I need - And also....

THE COURT: Are you speaking about the February 2016 meeting now, or just something else?

MR. CAO: No. No. No.

THE COURT: Just generally?

MR. CAO: Just, just general. But I have a....

MR. CAO: - Through Mandarin Interpreter: I think my product is excellent, and they say it's no good, and they just reject it. So as much as everything and the surveys and the products. It mean that they return everything to me, that means our company, we are wrong. The damage costs to me and then they created the deflate issues to defame me. They said, they terminated our contract without cause, but they list us as unqualified supplier for the City. This is contradictory. And they listed a bunch of issues, our problems, everything's wrong. There were three witnesses on their side. The two

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witnesses, they, they gave their evidences based on
the evidence provided by Ms. Verna, Ms. Verna
Gilchrist. ✓ But all her, the evidence he, she
presented, is all false. It's all created out of
nothing. Because they, they have the legal advice
from their lawyers that they are going to settle
the case by using this termination without cause.
But they still need to list, list all the errors on
our side. They created everything, it's just all
false. So at very beginning, we appreciated we can
get this contract and we pulled together all our
resources, human resources, financial resources,
everything.

THE COURT: I've told you already...

MR. CAO: Mm-hmm. ✓

THE COURT: ...that you understand all the...

MR. CAO: Okay. ✓

THE COURT: ...of the work that you did, and I have
a very narrow legal issue...

MR. CAO: Sorry. ✓

THE COURT: ...and you've given me lots of
submission that very narrow issue...

MR. CAO: Mm-hmm. ✓

THE COURT: ...so I don't think I need to hear any
more from you...

MR. CAO: ...Mm-hmm. ✓

THE COURT: ...about - That legal issue I'm
interested in...

MR. CAO: I know. ✓

THE COURT: ...which is the contract and the
exercise of powers under the contract.

MR. CAO: - Through Mandarin Interpreter: So with

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regarding of this contract, we win the bidding in
June and in August, we signed a Service Agreement
with the City.

THE COURT: Yes, I've read all of this...

THE INTERPRETER: Yeah.

THE COURT: ...and you know that I've talked
about...

MR. CAO: I know.

THE COURT: ...you know I understand it, so...

MR. CAO: Okay.

THE COURT: ...I don't quite understand what point
you're trying to make, because it's a very narrow
legal interpretation issue. So if you have
anything more to say about that issue, about the
City's ability to terminate the contract, please
say what you need, but I think you should be
wrapping up your submissions.

MR. CAO: I think Service Agreement is the only
contract, that's my point, because there is, you
know, term. That's the agreement....

THE COURT: I know, I read your....

MR. CAO: I know. That's one.

THE COURT: Right. You made an entire agreement
argument.

MR. CAO: Yeah.

THE COURT: The problem with that argument is that
agreement says no, there shall be no cost and no,
no cost associated with this agreement. So that
would mean you would be not entitled to any payment.
It doesn't make sense. I cannot interrupt the
Services Agreement...

MR. CAO: Okay.

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Chinese Publication for Canadian Libraries Ltd. v. City of
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THE COURT: as the only agreement, it's specifically recognized in the main RFP that you will have to enter into a C3 Agreement. It refers, I appreciate your argument, it refers to the general RFP but it specifically talks about the scheduling C3 Services. So I understand your argument. Move on, please, because I understand what you've said.

MR. CAO: - Through Mandarin Interpreter: Well, there's one important issue here. The City approved the termination of the contract based on the false recommendation they provided. On one of the occasions, actually, I already talked to the City. The recommendation report is all wrong, it's false. So the, I raise this issue to them, I talked, talked this issue to them on April 4th, and the City approved termination recommendation on April the 5th, so I think the City, this neglect of their duty. They didn't investigate. I think the City made decision to approve the determination(sic), termination, based on the wrong recommendation report.

THE COURT: Right. I understand your argument.

MR. CAO: Okay. Also, I have one important point. And in January 27th, they send me a letter in the, exactly the same format as when they terminated the contract in August, in 2015. And they told me that, you know, complete any activity. So from thereon, all the business stopped, and then after two days, only two days, we got another letter from library told us, you know, we accept material, the last deadline only, you know, two, in two business days.

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Chinese Publication for Canadian Libraries Ltd. v. City of
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Okay. So that's a, a long time before the City
gave their final, let's say, the final, April...

THE INTERPRETER: The 5th?

MR. CAO: ...April 17th...

THE INTERPRETER: 17th?

MR. CAO: ...they gave the final termination, but
that's not more then - They say that's good for me,
but actually, that's the worse for me. I, I could
nothing, that's why, you know, a company, we have
several employees there. I pay them without doing
nothing, you know. So I do think that's, you know,
proper process. Also, just now they said, oh, they
asked me the damages, and then they say, oh, we can
do that only by telephone. They know my English is
limited, but they do everything by telephone, even
we do the mediation, they say, oh, that's the, you
know, the, in Canada, we do by telephone. You know,
they try as, you know. So that's unfair. Actually,
I have made, you know, I, I never have time to
explain why, you know. Yeah, I have told you the,
the damages of...

I told here I filed my damages, but it seemed
her justice didn't understand.

THE COURT: Right. But....

MR. CAO: ...of our company but they say, oh, no.

THE COURT: Right.

MR. CAO: You know.

THE COURT: You have not, you haven't filed
evidence on this...

MR. CAO: Yeah.

THE COURT: ...proceeding...

MR. CAO: Yeah.

THE COURT: ...that I'd seen about damages
associated with a time period.

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Submissions by Mr. Cao

MR. CAO: ✓ Yeah.

THE COURT: No. Let me ask my question.

MR. CAO: Yeah.

THE COURT: ✓ I do not see evidence of damages
between January 27th, 2016 and April 2016. You're
telling me that...

MR. CAO: ✓ Okay.

THE COURT: ✓ ...was bad of...

MR. CAO: ✓ Okay.

THE COURT: ✓ ...that that was bad of them...

MR. CAO: ✓ Okay.

THE COURT: ✓ ...to give you that long time period...

MR. CAO: ✓ You know...

THE COURT: ✓ ...but the damage evidence is not file,

Mr. Cao. ✓

MR. CAO: ✓ Okay.

THE COURT: ✓ Okay.

MR. CAO: You know. And this is a big contract.

We used to be a very small one, but this is a big
contract. So after we get the contract, we just
stop any other small business, you know, so, and 28
percentage of the revenue from this contract.

THE COURT: ✓ I....

MR. CAO: So the termination actually is the
ruining of the company, not only the products(ph).
You know, to - And to, and improve the company, I
paid much for training, and everything, and buy the
equipment, and everything, and even we rent a
bigger room for that, all based on five years terms,
but now, you know, still now, I had to pay the rent
because no one, you know...

THE COURT: ✓ Yes. I...

Who can understand what
we were talking about from
the communication here?

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MR. CAO: ...you know.

THE COURT: ...I understand the argument. Yes.

MR. CAO: So I just don't know how to do, I'm just,
you know....

THE COURT: I understand the issue...

MR. CAO: Okay.

THE COURT: ...but my only question...

MR. CAO: Yeah. I know. I know. Sorry.

THE COURT: ...you understand is, the legal...

MR. CAO: Mm-hmm.

THE COURT: ...the contract and the termination.

MR. CAO: Okay. I know.

THE COURT: Thank you. Thank you. Mr. Boghosian,
do you have any reply?

MR. BOGHOSIAN: Subject to any questions you might
have, I don't believe I have anything.

THE COURT: Okay. So just to make sure, let's see.
I'm looking for my counsel slip. So Mr. Cao, do
you have an email address?

MR. CAO: Yes.

THE COURT: May I get that?

MR. CAO: Okay. And cao@ccbooks, C-C-B-O-O-K
@ .com., .ca.

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Chinese Publication for Canadian Libraries Ltd. v. City of
Markham and Markham Library

THE COURT: Con. Or .ca.

MR. CAO: Yeah, ca.

THE COURT: Ca.

MR. CAO: Ca, not com. Sorry.

THE COURT: Ca. Okay. And Mr. Boghosian, what's
your email.MR. BOGHOSIAN: Just for the sake of certainty,
I'll give a card.THE COURT: Okay. Thank you. Oh, because your
name is...

MR. BOGHOSIAN: Well, actually my name is...

THE COURT: ...difficult to spell.

MR. BOGHOSIAN: ...no, it's just sometimes the....

THE COURT: Okay. So I will write a decision and
then, I will try to do it today...

MR. CAO: Okay.

THE COURT: ...and then I will have my assistant
email it to you because that's often the easiest
way to receive a document...

MR. CAO: Okay.

THE COURT: If that's okay with you. Okay. So now
we have to talk to about the costs just before we
go. Mr. Boghosian, did you bring a costs outline?

MR. BOGHOSIAN: I did.

THE COURT: So have you given a copy to Mr. Cao.

MR. BOGHOSIAN: I just did. And I'm sorry, I
overlooked giving it before.THE COURT: So, Mr. Boghosian, if you are
successful, how much are you claiming?

MR. BOGHOSIAN: Well....

THE COURT: \$62,000.00.

MR. BOGHOSIAN: Yeah, that's for the motion and the

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action. We had a mediation as well as part of the
pre-trial process, or pre-motion process.

THE COURT: Now, you lost the counterclaim, and I
presume some, well, some of your evidence was
related to that. How does that effect the amount
of money that you are seeking in costs if you are
successful?

MR. BOGHOSIAN: Well, I think the counterclaim
evidence was part and parcel of the pricing issue,
which we had to advance because it was a critical
element of the disagreement between the parties and
ultimate unravelling of the contract. So in don't,
in my submission, I don't think there is any
significant costs associated with the counterclaim
separable from the, the rest of the motion.

THE COURT: Okay. So, Mr. Cao, the City says that
if they are successful in their motion, they are
seeking, if you look at that first page, \$62,566.00
in costs.

MR. CAO: I understand.

THE COURT: So you need to tell me what you think
about that. You have to give me your submissions
on that.

THE INTERPRETER: So, Your Honour, your questions
is, he needs to submit his costs?

THE COURT: No. My question is, if Mr. Boghosian
is success...

THE INTERPRETER: Yes.

THE COURT: ...he's claiming sixty-two thousand
five sixty-six.

THE INTERPRETER: Mm-hmm. How he responds?

THE COURT: Right. Do you know what I'm going to

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Chinese Publication for Canadian Libraries Ltd. v. City of
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say. Because you just got this right now, I will let you make written submissions on costs, both of your, when I make my decision.

THE INTERPRETER: Okay.

THE COURT: So I'm going to take Mr. Boghosian's bill of costs with me. If he's successful, then you can answer in writing whether you agree with this amount and why or why not. So did you bring your receipts for filing and stuff? Are you asking for costs, because you don't have a lawyer, you can't get legal fees, but if you were to be successful, what amount were you seeking?

MR. CAO - Through Mandarin Interpreter: I don't, I don't know this, all of the legal issues. If they win today, I respect the decision from the, the court, but financially, I have maxed all my credit cards. I'm now in the process of trying to raise some funding for the rent for next month. If I want to raise my costs, the costs, provide my costs for today's event, I only, my costs, I only ask for half of this.

THE COURT: Okay. So what's going to happen is, I'll make a decision and the party that wins generally gets their costs. So then you can make arguments about how much they should get based on the Rules of *Civil Procedure*, Rule 57, you could take a look at that, and ultimately, the court does what's fair and reasonable in the circumstances. So, but I will let you do that in writing after I render my decision, and I will send my decision to you by email. And I do have your emails. So will deal with that in writing at a later date.

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Chinese Publication for Canadian Libraries Ltd. v. City of
Markham and Markham Library

MR. CAO: I understand.

THE COURT: Okay. Thank you.

COURT SERVICE OFFICER: All rise.

...WHEREUPON THE MATTER IS CONCLUDED

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Chinese Publication for Canadian Libraries Ltd. v. City of
Markham and Markham Library
Certification

FORM 2

Certification of Transcript

Evidence Act, Subsection 5(2)

I, Janice Black, certify that this document is a true and
accurate transcript of the recording of Chinese Publication for
Canadian Libraries Ltd. v. City of Markham and Markham Library
in the Superior Court of Justice, held at 393 University Avenue,
Toronto, Ontario taken from Recording No.
4899_804_20170620_093923__10_KRISTJF.dcr, which has been
certified in Form 1.

(Date)

(Signature of Authorized Person)

Janice Black

ACT ID: 9731439807

1-855-443-2748

jblacktranscripts@vptranscription.com

Subject **RE: Summary of the invoices.**
 From Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 To Frank Cao <cao@ccbooks.ca>, Lau, Samantha
 <slau@markham.library.on.ca>
 Cc su@ccbooks.ca <su@ccbooks.ca>, Bailie, Anthea
 <ABailie@markham.library.on.ca>, Sawh, Michelle
 <MSawh@markham.library.on.ca>, Pogue, Larry
 <lpogue@markham.library.on.ca>, Gilchrist, Verna
 <vgilchrist@markham.library.on.ca>, Chan, Polly
 <pochan@markham.library.on.ca>
 Date 2016-01-11 13:37



Hello Frank

I would like to clarify some outstanding issues.

Due to the overpricing issues during 2015, you were overspent on your budget allotment. Consequently, outstanding invoices from 2015 will come out of the 2016 budget allotment. Based on Larry Pogue's response to your letter of Sept. 23 2015, prices charged going forward in 2016 will need to meet the bid prices. An exact quote from his email of Sept. 25, 2015:

"Library Response.

In an effort to assist CPCL, the Library will accept your current pricing for materials, but only until the end of 2015. Further, you will not be required to adjust any invoices received to date. However, effective January 1, 2016, your pricing for materials delivered from that point onward must reflect the Bid prices that CPCL submitted in the contract."

1. Invoice 200240, Dec. 24, 2015 - In the Bid document, you quoted a list price of \$6.00 per unit for CDs. This invoice is charging a list price of \$20.00. These prices will now need to be adjusted to reflect the acceptable price as we are paying in 2016.

2. Invoice 200239, Dec. 24, 2015 - These titles appear to be the items that we returned in August as they did not meet our profile. While the profile was adjusted back 6 years after meeting with you in September, this was not a retroactive decision but for selections going forward. Any titles that were returned for credit in August that are included on this invoice will be returned.

3. Invoice 300201, Jan. 7, 2016 - This invoice is for DVDs and does not adhere to the bid price. You are charging a unit price of \$45. Your average price quoted on the bid is \$25.60 before discount, cataloguing and processing. Please make adjustments to the invoice.

4. Invoice 300202, Jan. 7, 2016 - This invoice is for DVDs and does not adhere to the bid price. You are charging a unit price of \$30. Your average price quoted on the bid is \$25.60 before discount, cataloguing and processing. Please make adjustments to the invoice.

Please let me know if you have any questions or need clarification.

Thanks,
 Verna

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: January 6, 2016 3:13 PM
 To: Lau, Samantha
 Cc: Gilchrist, Verna; su@ccbooks.ca
 Subject: RE: Summary of the invoices.
 Importance: High

Hi Sam,

Of course, it is okay.
 The invoice of 200240 are for CDs.

Thanks,

On 2016-01-06 13:59, Lau, Samantha wrote:

Hi Frank,

I have removed inv. 200239 (\$1814.33) and 200240 (\$200240) from Dec statement. The grand total for Dec statement becomes \$50481.29. If this is okay, I will update the statement. Thanks.

Best regards,

Samantha Lau

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]

Sent: January 6, 2016 2:52 PM

To: Lau, Samantha

Cc: Gilchrist, Verna; su@ccbooks.ca

Subject: RE: Summary of the invoices.

Importance: High

Hi Sam,

Nice to hear from you after the holidays.

We checked and confirm that it should be \$1814.33 instead of \$1759.42.

Thank you very much.

On 2016-01-06 13:41, Lau, Samantha wrote:

Hi Frank,

Happy New Year!

Please check the calculation of inv. 200239. I have total of \$1814.33 instead of \$1759.42. Please confirm.

Also, for your information, some of the invoices from Dec need to move to Jan statement as the total amount of Dec statement exceeds PO amount. I will keep you posted.

Best regards,

Samantha Lau

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]

Sent: December 29, 2015 8:22 AM

To: Gilchrist, Verna

Cc: Bailie, Anthea; Lau, Samantha; Sawh, Michelle

Subject: Summary of the invoices.

Hi verna,

We delivered the last shipment on the morning last Thursday. Here attached is the invoice summary of Dec. All the credits in 2015 are deducted, including the cost of stingray for the returned DVDs.

Here also attaches the delivery report for the whole year. According to our record, we have met the budget of the year. Please let us know if we need provide more stuffs. We can deliver more as soon as possible.

Anything not clear let me know. We will do a general summary for our services in 2015 at the beginning of 2016.

Thanks,

--
Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
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 Date 2016-01-15 15:05



Hi Verna,

I come back to office today and give you the reply.

Yesterday I asked Su to provide some detailed information on the 4 invoices you clarified for my reference, and also asked her to forward the files to you as your reference.

For the invoice 300201 and 300202 this year, the prices in these invoices are okay. You may have noticed before that the prices in our invoices are different to each other. No problem we will meet the consented prices on the average in the end.

For the invoice 200240, we did the products for 2015. Since you have moved them to 2016, the same as above we will meet the average prices in the end.

For the products in invoice 200239, the credits had been deducted. We delivered them to you again just because they have met your profile after the change. The most importance is that they are good for the customers. Of course we respect your 'non retroactive decision'.

Taking this opportunity, I would like to express our great thanks for the prices you accepted for the last two years. Our average prices in 2014 are: 11.42 for books, 30.12 for DVD, CD 13.34; And the average prices in 2015 are: 11.41 for books, 30.95 for DVD, CD 13.24. I never stop feeling sorry for that we didn't meet the bid prices. But what makes us a little comfortable is that no one else can give better prices than we offer.

Some time ago we talked the prices, when you told that library would pay according to the real prices I felt excited at once. I think that is most reasonable mode for library service. And then you said our company was a different issue, I felt downhearted.

Now I ask for the assistance again. I hope you can continuously support us, to give us the same price mode. What we can do in return is to provide you a much better service. You can see a brand new start by the first landing books next week.

Thanks.

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300201

NO.	ISBN	DESCRIPTION		Version	Our net price (CAD)	Price "Yesasia" excl. tax & delivery fee (CAD)	Price "Yesasia" excl. tax & delivery fee (USD)	Disc QTY	Type	Original Pub. (Year)	Present edition (Year)	Format	Region
1	4714379379020	Zhen ai Lin Bei	珍愛林北	Malaysia	\$33.75	\$95.67 (Taiwan version) (part1&part2)	\$65.98 (Taiwan version) (part1&part2)	4	TW Series	2011	2012	NTSC	ALL
2	4734132260013	Wo de pai dui qing	我的排隊情人	Malaysia	\$33.75	\$86.98	\$59.99	6	TW Series	2010	2010	NTSC	3
3	4734132340012	Huan ying ai guang	歡迎愛光臨	Malaysia	\$33.75	\$72.48	\$49.99	3	TW Series	2010	2011	PAL	3
4	4754133170111	Tu dou xing qiu 20	土豆星球2013QR3	Malaysia	\$33.75	\$49.28	\$33.99	8	Korea Series	2013	2014	NTSC	3
5	4754133170210	Tu dou xing qiu 20	土豆星球2013QR3	Malaysia	\$33.75	\$49.28	\$33.99	8	Korea Series	2013	2014	NTSC	3
6	4759132430013	Yin yue qing ren	音樂情人夢	Malaysia	\$33.75	\$53.63	\$36.99	4	Korea Series	2011	2012	PAL	3
7	4759132660014	Wo de ai zai wo shen	我的愛在我身邊	Malaysia	\$33.75	\$111.64 (Taiwan version)	\$76.99 (Taiwan version)	10	Korea Series	2011	2012	PAL	3
8	4759132690011	Hua mei nan shu ca	花美男蔬菜店	Malaysia	\$33.75	\$81.18	\$55.99	5	Korea Series	2011	2012	NTSC	3
9	4759132850019	Ci wei he xiong ma	刺猬和熊貓小姐	Malaysia	\$33.75	N/A	N/A	4	Korea Series	2012	2012	NTSC	3
10	4759132880016	Shen yi	神醫	Malaysia	\$33.75	\$71.03	\$48.99	5	Korea Series	2012	2013	NTSC	3
11	6853415006716	Bi zui!hua mei nan	閉嘴!花美男樂隊	Malaysia	\$33.75	N/A	N/A	4	Korea Series	2012	2012	NTSC	ALL
12	6853415006914	Pu tong pu tong	噗通噗通,他和她的	Malaysia	\$33.75	N/A	N/A	5	Korea Series	2012	2012	NTSC	ALL
13	6853415008413	Xue xiao 2013	學校2013	Malaysia	\$33.75	N/A	N/A	4	Korea Series	2013	2013	NTSC	ALL
14	6853415008819	Qian de hua shen	錢的化身	Malaysia	\$33.75	N/A	N/A	6	Korea Series	2013	2013	NTSC	ALL
15	6853415009014	Guang gao tian cai	廣告天才李泰白	Malaysia	\$33.75	N/A	N/A	4	Korea Series	2013	2013	NTSC	ALL
16	6853415009717	Wu qing du shi	無情都市	Malaysia	\$33.75	\$186.31 (Japen version)	\$128.49 (Japen version)	5	Korea Series	2013	2013	NTSC	ALL
17	6853415011215	Ni shi shui	你是誰	Malaysia	\$33.75	N/A	N/A	4	Korea Series	2013	2014	NTSC	ALL
18	9555186821235	Meile jia you	美樂加油	Malaysia	\$33.75	\$73.94 (Taiwan version)	\$50.99 (Taiwan version)	4	TW Series	2011	2011	?	3
19	9555186825226	Wo ke neng bu hui	我可能不會愛你	Malaysia	\$33.75	\$88.44 (Taiwan version)	\$60.99 (Taiwan version)	4	TW Series	2011	2011	?	3
20	9555186831517	Ni shi chun feng w	你是春風我是雨	Malaysia	\$33.75	\$41.31	\$28.49	4	TW Series	2012	2012	?	3

300202

NO.	ISBN	DESCRIPTION		Present Version	Our net price (CAD)	Price "Yesasia" excl. tax & delivery fee (CAD)	Price "Yesasia" excl. tax & delivery fee (USD)	Disc QTY	Type	Original Pub. (Year)	Present edition (Year)	Format	Region
1	4710756642701	Wu yue yi hao	五月一号	Taiwan	\$22.50	\$22.46	\$15.49	1	TW Moive	2015	2015	NTSC	3
2	4710756643654	Nian nian	念念	Taiwan	\$22.50	\$24.63	\$16.99	1	TW Moive	2015	2015	NTSC	3
3	4711404125270	Jun zhong le y	軍中樂園	Taiwan	\$22.50	\$23.18	\$15.99	1	TW Moive	2014	2015	NTSC	3
4	4712832842067	Huang jin shi	黃金時代	Taiwan	\$22.50	\$26.08	\$17.99	1	HK Moive	2014	2015	NTSC	3
5	4712832842098	Huai jie jie z	壞姐姐之拆婚聯盟	Taiwan	\$22.50	\$26.08	\$17.99	1	PRC Moive	2014	2015	NTSC	3
6	4712832842289	Chu ji	雛妓	Taiwan	\$22.50	\$24.63	\$16.99	1	HK Moive	2014	2014	NTSC	3
7	4712832842364	Xiao jie you x	小姐誘心	Taiwan	\$22.50	\$20.28	\$13.99	1	HK Moive	2015	2015	NTSC	3
8	4712832842470	Wu Dou	舞門	Taiwan	\$22.50	\$23.18	\$15.99	1	TW Moive	2015	2015	NTSC	3
9	4712832842722	Feng zhong jia	風中家族	Taiwan	\$22.50	N/A	N/A	1	TW Moive	2015	2015	NTSC	3
10	4714041160055	Wo hen hao~xie	我很好~謝謝愛你呦	Taiwan	\$22.50	N/A	N/A	1	GTH Moive	2014	2015	NTSC	3
11	4714304849321	Wang de nü ren	王的女人	Taiwan	\$30.00	\$81.18	\$55.99	8	PRC Series	2013	2013	NTSC	ALL
12	4714304852673	Diao man jiao	刁蠻娇妻蘇小妹.上	Taiwan	\$22.50	\$34.78	\$23.99	3	HK Series	2010	2013	NTSC	ALL
		Diao man jiao	刁蠻娇妻蘇小妹.下	Taiwan	\$22.50	\$34.78	\$23.99	3	HK Series	2010	2013	NTSC	ALL
13	4715219793297	Shui shuo jun	誰說軍中沒有鬼	Taiwan	\$22.50	N/A	N/A	1	GTH Moive	2015	2015	NTSC	3
14	4715320122993	Diao man qiao	刁蠻俏御醫.上	Taiwan	\$22.50	\$73.94 (PRC version)	\$50.99 (PRC version)	3	TW Series	2011	2011	NTSC	ALL
15	4715320123006	Diao man qiao	刁蠻俏御醫.下	Taiwan	\$22.50			3	TW Series	2011	2011	NTSC	ALL
16	4715320128131	Tian di min xi	天地民心.上	Taiwan	\$22.50			3	PRC Series	2010	2012	NTSC	ALL
17	4715320128148	Tian di min xi	天地民心.下	Taiwan	\$22.50	\$69.59 (Malaysia version)	\$47.99 (Malaysia version)	3	PRC Series	2010	2012	NTSC	ALL
18	4715320128278	Xing ming shi	刑名師爺之迷情雙龍	Taiwan	\$22.50			4	PRC Series	2012	2013	NTSC	ALL
19	4715320128285	Xing ming shi	刑名師爺之迷情雙龍	Taiwan	\$22.50			4	PRC Series	2012	2013	NTSC	ALL
20	4715320310703	Han xiao shi t	含笑食堂	Taiwan	\$30.00	\$94.23	\$64.99	7	TW Series	2013	2013	NTSC	ALL

CPCL

105-716 Gordon Baker Road ,Toronto,ON. M2H 3B4
416-800-5169

INVOICE

BILL TO:

Markham Public Library
6031 Highway #7
Markham, ON L3P 3A7
Attn: Gilchrist, Verna

SHIP TO:

Markham Public Library
6031 Highway #7
Markham, ON L3P 3A7
Attn: Gilchrist, Verna

PAGE	1
INVOICE NUMBER	300201
INVOICE DATE	Jan.07,2016
TERMS	Net 30
SHIPPED VIA	
F.O.B.	

NO.	ISBN	DESCRIPTION		MEDIA TYPE	QTY	UNIT PRICE	DISC %	NET PRICE	TOTAL
1	4714379379020	Zhen ai Lin Bei	珍愛林北	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
2	4734132260013	Wo de pai dui qing	我的排隊情人	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
3	4734132340012	Huan ying ai guan	歡迎愛光臨	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
4	4754133170111	Tu dou xing qiu 2	土豆星球2013QR3. I	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
5	4754133170210	Tu dou xing qiu 2	土豆星球2013QR3. I	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
6	4759132430013	Yin yue qing ren	音樂情人夢	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
7	4759132660014	Wo de ai zai wo shen	我的愛在我身邊	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
8	4759132690011	Hua mei nan shu ca	花美男蔬菜店	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
9	4759132850019	Ci wei he xiong ma	刺猬和熊貓小姐	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
10	4759132880016	Shen yi	神醫	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
11	6853415006716	Bi zui!hua mei nan	閉嘴！花美男樂隊	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
12	6853415006914	Pu tong pu tong	噗通噗通,他和她的	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
13	6853415008413	Xue xiao 2013	學校2013	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
14	6853415008819	Qian de hua shen	錢的化身	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
15	6853415009014	Guang gao tian cai	廣告天才李泰白	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
16	6853415009717	Wu qing du shi	無情都市	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
17	6853415011215	Ni shi shui	你是誰	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
18	9555186821235	Meile jia you	美樂加油	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
19	9555186825226	Wo ke neng bu hui	我可能不會愛你	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
20	9555186831517	Ni shi chun feng y	你是春風我是雨	DVD	4	\$25.60	25%	\$19.20	\$ 76.80
Total # of titles: 20									
Total # of items: 80									
Audio Visual: \$1,536.00									
Subtotal: \$1,536.00									
Marc records(QTY 20): \$30.00									
Processing charges(QTY 80): \$352.00									
Freight(QTY 80): \$56.00									
HST (13%): \$256.62									
Total									\$2,230.62

MAKE ALL CHECKS PAYABLE TO:

Chinese Publications for Canada Libraries Ltd.
105-716 Gordon Baker Road
Toronto,ON. M2H 3B4

DIRECT ALL INQUIRIES TO:

su qun
416-800-5169
e-mail: su@ccbooks.ca

HST Registration No: 827603713RT0001

19. TERMINATION

- 19.1 This Contract may be terminated by either party, with cause, if either party fails to materially perform its obligations under this Contract. The non-breaching party shall give the breaching party written notice of its failure to perform. The breaching party shall have thirty (30) days after receipt of such notice to cure the breach. If the breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Contract upon written notice to the breaching party. Upon receipt of such notice, the breaching party shall cease performance under this Contract.

THE CORPORATION OF THE CITY OF MARKHAM
July 13th, 2016 Version 3

- 19.2 This Contract may be terminated by either party by, with cause effective immediately, by written notice to the other party, if a petition in bankruptcy is filed by or against the other party, or the other party is adjudicated a bankrupt or insolvent, or shall have made an assignment for the benefit of creditors or shall take advantage of any law for the benefit of debtors, or if any action is commenced against the other party to cause its assets to be placed under trusteeship or receivership or liquidated for the benefit of creditors, or if the other party shall transfer, or by operation of law lose control of its business.
- 19.3 Upon prior written notice to the Consultant, the City shall have the right to terminate this Contract for convenience if deemed in the best interests of the City to do so. Upon such termination, the City shall pay to the Consultant all amounts owing for Work performed by the Consultant up to the effective date of termination.
- 19.4 In the event of the termination or expiration of this Contract, the Consultant shall deliver to the City the Deliverables (whether in draft or completed (in full or in part) form.

Ontario Superior Court of Justice - Judgment**Court File Number:** CV-16-552199**Plaintiff(s):** Chinese Publications for Canadian Libraries Ltd.**Defendant(s):** City of Markham and Markham Public Library**Date:** June 20, 2017

Counsel	Email Address/Telephone Number
Ms. M. Fish (Defendants)	dgb@boglawn.ca
Mr. D. Boghosian (Defendants)	416-367-5558 x211
Mr. Qiang Li Cao (CPCL)	cao@ccbooks.ca 647-887-8767

The defendants have brought this summary judgment motion seeking 1. Dismissal of the plaintiff's action, and 2. SJ (or summary judgment) on the counter claim in the amount of \$121,728.96 plus interest. The plaintiff "CPCL" is a corporation which was the successful bidder under a 2013 RFP issues by the City of Markham to provide a supply of Chinese language materials to the Markham Public Library, a department of the city. CPCL submitted a bid on January 23, 2014. The city selected CPCL as a winning bidder, and the contract was awarded in June, 2014 for what was a 4 year, 7 month term (June 2014 - Dec. 2018).

Almost immediately, the Library encountered issues with CPCL's quality and contractual compliance. I am satisfied on the affidavits and evidence filed on this motion that CPCL consistently failed to meet or comply with the price requirements of the contract; delivery targets; and collection profile requirements. The evidence also demonstrates that there

✓
 The purpose of the two delivery warnings was to terminate the opening contract of Southeast in August only. Defendants' lawyer didn't tell judge this termination, neither did I argue it (I didn't see defendants' plot at that time). There were no more delivery issue after that termination in August.

were excessive cataloguing errors, (e.g the MARC records contained excessive errors). The failure to meet delivery targets was significant, and led Ms. Gilchrist to inform Mr. Cao of CPCL on June 17, 2015 that the Library would have to review its contract if CPCL did not meet the 5090 target by June 30, 2015; when that target was not met, Ms. Gilchrist again advised that 50% must be delivered by the end of July 2015, and if not, the Library would have to review the contract. Mr. Cao admitted he had not met the targets in August 2015, and in his affidavit evidence.

✓
 Ms. Gilchrist knew that CPCL was unable to meet the target in a month when she gave the second warning in July. Because a delivery process at least required 3-4 months. It was clear here that Ms. Gilchrist created evidence to terminate that opening contract in August in 2015.

The Library also had significant issues with the Collection profiles, and wrote to and met with Mr. Cao regarding problems on numerous occasions from January 15, 2015 through January 20, 2016.

✓ False submission. No evidence.

Pricing was non-compliant with the RFP, the prices on the bid form were pursuant to s. 7 (2.0) of the RFP, to be guaranteed by the bidder until final completion. CPCL changed the Library in excess of bid prices, throughout the contract, a fact which Mr. Cao acknowledged. At the same time, the invoices were paid by the Library (subject to returns, etc.), and the question of DVD pricing (contract - \$26.50 vs CPCL - \$48.00) was not raised in writing until August 5, 2015 (Gilchrist to Cao, email). The August 2015 correspondence clearly demonstrates that CPCL was not complying with the DVD bid price. However, in Sept. 2015, the Library and CPCL agreed the Library would accept CPCL's prices until the end of 2015. In Jan. 2016, the Library reasserted the requirement that CPCL reduce to the bid price. I find that the Library accepted the higher prices, ceasing in January 2016, based on the correspondence and in particular, the

✓
 Defendants asked CPCL to do more extra work beyond the contract without paying. Defendants' lawyer called black white on price issue. See my affidavit and factum to see the fact on price.

Sept 25, 2015 Pogue email/affidavit. After a meeting on Jan. 20, 2016, the Library decided to terminate the contract; notice of default was provided Sept. 21, 2015.

The notice of default was provided in Sept, 2015 according to Judge. But the contract was decided to be terminated in Jan, 2016. This doesn't fit the term of termination with cause according to the contract.

The CPCL now claims specific performance of the contract, on injunction and \$405,000 damages. The city seeks SJ on the claim, and awaits its counter claim, abandoned at the hearing.

Judge misread my statement and materials. My remedy is specific performance of the contract, or, in alternative of the damages.

The contract is defined in the City's General Terms and Conditions, Part III, s 1.2, to consist of the following in order of priority:

a. Purchase Order

b. Bid

What is a bid? There is no such a document. Judge mixed up bid and RFP. Bid and RFP are the same thing.

c. RFP

d. General Terms and Conditions

e. Any other written agreement.

The argument between two parties is that which is the contract, General Terms and Conditions or Sevice Agreement?

The Services Agreement signed August 5, 2014, is part of the contract under (e). However, I find that it relates only to the Library's C3 (Customer Centered Classification) System, and it is subject to the General Terms and Conditions. The entire agreement clause applies to C3 services only.

Because City terminated the contract without a notice of an act of default,

Termination of the Contract is governed by s.17 of the General Terms and Conditions. The city may terminate with cause, on 10 days notice, if an act of default (defined as failure to comply with terms and conditions not remedied within 10 days of written notice of failure). (Section 17.2).

City had to terminate the contract based on "without cause" term.

The city may terminate the contract (s.17.3) without cause, in its sole discretion, on 30 days written notice. On termination, (s.17.5) provides no liability in (indiscernible)

city but to goods and services delivered/performed to date of termination.

✓ I note the Services Agreement is terminable with cause, or "for convenience" (ie. without cause) ✓ on 30 days notice.

As I have set out above, CPCL was in default of the contract, and had been given both warning and notice. The courts have stressed the importance of owners in enforcing the terms of RFPs and bids accepted pursuant to RFP's, to ensure all bidders are treated fairly and equally (Martel Buildings v Canada 2000, SCC 60, Para 88, Martel General Contractors Inc. v New Market [Town], [2008] O.J. No. 1793, aff'd CA)

✓ There were only two (notices of) warnings (in June and July in 2015) from the beginning to the end. But that two were for the termination of Southeast opening in August. What is the notice? Let's see the fact at page 6 next.

I find that CPCL was not in compliance with the contract, including on price, delivery targets and collection profiles.

Mr. Cao made several submissions before me, both personally and assisted by his interpreter, and in his written materials. For example, he points out pricing issues relating to the currency exchange, the C3 confidentiality concerns which meant MARC/C3 cataloguing had to be done in Canada and not China, the MARC (unique title vs. individual pricing per unit) pricing issue, and that after an adjustment period, the CPCL was improving re delivery dates and MARC errors. ✓

It was a ridiculous hearing because of language barrier. It will prove that this hearing is a shame to Canadian court soon or late. Please read the court transcripts.

I note, however, the importance of the bid document signed by CPCL and forming an essential part of the contract. The CPCL bid at Ex. B to the Casale affidavit of 20 April 2017 shows that Mr. Cao signed on behalf of the company, and agreed to the terms. Section 7 acknowledges the bidder is bound by the RFP terms as

well as the City's General Terms and Conditions, and the definition of the contract. The bid form, p.189, s.7 (2.0) agrees that "Bid prices shall be guaranteed by the successful bidder until final completion of the contract." At p. 191 CPCL submitted the prices for print/DVD/CD's which it agreed to be band to, but regularly exceeded.

Section 8.2.13, p. 198, deals with MARC records, and shows the requirements including:

- Library will not pay for MARC records for ADDED copies (i.e, the pricing for MARC is per unique title not all copies, which CPCL has agreed to).
- Vendor will be required to classify using C3 (50, CPCL knew at outset that this was required). The C3 requirement was also acknowledged at p. 199, s.8.2.18 of bid. At p. 221, it was again specified "The Library does not require MARC records for ADDED copies" and "Bidder should provide costs related to classifying using C3," and at p. 222, that the bidder shall provide any additional costs related to the implementation of C3,

Mr. Cao asserts that "orally, they told me the price is ok" - however, the contract does not allow for oral variations, and it is clear that in the summer 2015 negotiations, the city agreed to the higher prices for balance of 2015 but that contract pricing was required in 2016. In 2016, CPCL remitted invoices not in accordance with contract pricing. I note that the purchase orders in the evidence also clearly stipulate pricing and specifications as per RFP. The executed bid submission, and the City's General Terms and Conditions.

Suddenly changing the format of the invoice was a beach of contract. I accepted it only for a settlement. Defendants further to use the issue to defame CPCL. This was beyond moral bottom line.

Judge affirmed that CPCL remitted invoices not in accordance with contract pricing without an investigation based on the two invoices defendants provided. That was an very elementary error. This invoice issue is a typical example how defendants made false evidence, and how defendants' lawyer fooled the judge.

There was a general submission by Mr. Cao that all the evidence of the City's three affiants is false. Given that the evidence is based on contemporaneous documents and notes, is consistent with the contractual issues identified, there is no merit in this submission.

The contract was terminated in January by library. Library submitted its report to City in April behind my back as a remedial step after I appealed to City in February.

Mr. Cao submitted that the city based its decision on a "wrong" recommendation. The April 4, 2016 recommendation report to council identifies significant issues supported by the affidavit evidence, including the delivery targets ("fulfillment rates"), traditional vs simplified; pricing ("CPCL has invoiced in amounts higher than bid prices identified in their bid submission"), and cataloguing and processing errors. The report had significant support, which demonstrates there was no bad faith in the without cause termination.

Important dates: Jan. 27 (terminating notice), Feb. 26 (final delivery) , April 4 (library's report).
Judge granted those errors defendants claimed based on a remedial document (library's report) .

In his oral argument, Mr. Cao submitted that the 3 month delay between January 27, 2016 (Library notice of termination) and the April city council vote caused damages, however, no evidence as to damages was filed specific to this period. The library accepted materials to Feb. 26, 2016, 30 days from the notice letter.

I did file my damages, including the damages in this period. Why didn't Judge read my materials?
Judge and me misunderstood to each other in many places, because of language barrier, in the hearing.

Finally, Mr. Cao argued that due to the entire agreement clause, the services agreement was the only agreement between the parties. Read in the context of the entire contract, it is clear that the services agreement is not the entire contract on all issues, since schedule "A" specifically refers to the C3 services. More importantly, if it were the "entire" agreement, there would have been no right for CPCL to receive any payment after Aug. 5 2014, since the Services Agreement specifically



Judge didn't know what is C3, and Page 612 misread shedule "A". This is a great pity.
 It is clear that Service Agreement, together with RFP, deals with all the issues in the servide. His justice was completely fooled by defendants' lawyer at this point.
 To say Service Agreement is a contract only for C3 is a laughingstock.

refers only to C3 services, and provides that the above-listed
 C3, services will be provided at no cost.

I find that the City was entitled to terminate without cause, on 30 days notice, and it validly did so.
 The report to council, and reasons set out therein are supported by the evidence, and demonstrate that there were more than sufficient grounds to have terminated for cause. Thus demonstrating that there was no bad faith, improper purpose or arbitrariness in the termination. The Library/City gave CPCL many chances to perform according to the Contract/Bid Submission, and were entitled to terminate as they did. Notice was in excess of contractual requirements, and
 sufficient.

Notice of default act, or notice of termination? Judge should give the names of the notices. I didn't receive any notices of default acts before the termination according to the contract.

CPCL had been notified by Mr. Casale's letter of Jan 27, 2016, and was allowed to make deliveries until February 26, 2016.
 Given the contract size council's approval was required; council
 approved termination April 5, 2016, CPCL was notified April 18, 2016.

It is obvious that providing two notices of termination (Jan 27 and April 18) is a beach of contract. Judge errors in saying that notice was in excess of contractual requirements based on those two notices.

I find there is no genuine issue requiring a trial, and the matter may be disposed of by way of summary judgement (R.20.04 (2) (a), Hryniak v. Mauldin [2014] SCR No. 87. I have determined that I can make the necessary findings of fact on the record before me, can apply the law to the facts, and SJ is a proportionate, more expeditious and less excessive means to achieve a just result, and I have confidence that I can resolve the dispute.

For the reasons set out above, I grant the Defendants' motion for SJ, and dismiss the action, with costs.

The Defendants also advanced a counter claim. However, today the Defendants conceded that there had been acquiescence based on the 2015 correspondence and abandoned the counter claim.

As a result, I grant judgment dismissing the action, with costs.

The City provided a Bill of Costs to CPCL today. The City may make submissions to the sent to Judge's Administration at 361 University Avenue Courthouse by June 30, 2017. CPCL may provide responding submissions by July 31, 2017. My assistant will provide the mailing address. Each side must, of course, provide a copy of submissions to the other side. This may be done by email. Submissions on costs are limited to four pages (not including the costs outline/bill of costs). As Mr. Cao is self-representing the Plaintiff, I advise him to review Rule 57.01 of the Rules of Civil Procedure, which sets out factors to be considered by the court in making decisions on costs awards. The Rules of Civil Procedure, RRO 1990, Reg 194, are available on Can LII, the free legal research website, www.canlii.org.

Ontario Superior Court of Justice - Judgment**Court File Number:** CV-16-552199**Plaintiff(s):** Chinese Publications for Canadian Libraries Ltd.**Defendant(s):** City of Markham and Markham Public Library**Date:** August 7, 2017 - on submissions in writing

Counsel	Email Address/Telephone Number
Ms. M. Fish (Defendants)	dgb@boglawn.ca
Mr. D. Boghosian (Defendants)	416-367-5558 x211
Mr. Qiang Li Cao (CPCL)	cao@ccbooks.ca 647-887-8767

For reasons rendered on June 20, 2017, I granted summary judgment to the Defendants and dismissed the plaintiff's claim.

The defendants seek costs in the amount of \$78,217.02 on a partial indemnity basis, or costs grossed up by 30% to reflect substantial indemnity costs.

The defendants abandoned their counter claim at the hearing of the summary judgment motion. I granted summary judgment to the defendants on the claim.

The plaintiff submits the case was clear and simple, that there were too many lawyers, among other arguments.

The defendants rely on an offer to settle to seek substantial indemnity costs. However, the plaintiff's claim was dismissed. Rule 49.10 does not generally apply to allow a defendant to claim substantial indemnity costs where a claim is

dismissed: *Davies v Clarington, (Municipality)*, 2009 ONCA 722 (CA). Rule 20.06 has no application here.

The objective of costs award is to “fix an amount that is fair and reasonable for the unsuccessful party to pay in the particular proceeding”: *Boucher v Public Accountants Council (Ontario)*, 2004 Carswell Ont 2521 at para. 26 (CA). Rule 57.01 sets out factors relevant to the exercise of my discretion, including the principle of indemnity, the reasonable expectations of the unsuccessful party, the complexity and importance of the issues, as well as the principle of proportionality.

In this case, the plaintiff corporation was represented by Mr. Cao, as a result, there was no Costs Outline submitted, but as a self-represented person, costs would have been much lower, almost negligible.

As noted above, the defendants kept alive a counter claim which was only abandoned at trial. There were no cross-examinations.

In the circumstances, I set the defendants' cost on a partial indemnity basis at \$50,000.00 inclusive of fees, disbursements and HST, fixed and payable within 30 days.

SCOURT OF APPEAL FOR ONTARIO**CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.**

Plaintiff

- and -

CITY OF MARKHAM and MARKHAM PUBLIC LIBRARY

Defendants

Factum of the Appellant (Plaintiff)**I. Nature of this motion**

1. The appellant, plaintiff, Chinese Publications for Canadian Libraries Ltd (CPCL) was in an action brought by defendants in the Superior Court for a summary judgment motion and a counterclaim.
2. At the trial, defendants (City of Markham and Markham Public Library) withdrew their counterclaim under the questioning by Honorable Madam Justice Kristjanson, but their summary judgment seeking the dismissal of the plaintiff's action was granted. The trial judge also awarded costs of \$ 500,000 to defendants.
3. Plaintiff appeals for the judgment and the ruling of the cost.

II. Overview

4. CPCL sued City of Markham and Markham Public Library (MPL) for their improper conducts during the contract performance and also improper contract termination.
5. Defendants alleged that CPCL failed to meet library's requirements, further stated that they terminated the contract in good faith and in proper procedure. They could terminate the contract with cause or without cause according to City's general terms and conditions.
6. Plaintiff alleged that plaintiff provided a perfect service without any breaches in the service. In order to raise its budget, library gave false statements in its report to City. Defendants terminated the contract in bad faith with improper procedure, further, based on a wrong

contract. The termination brought plaintiff huge damage and corporation came to a standstill, in deep debts.

7. Plaintiff states that the trial judge errs in:

- a) Neglecting plaintiff's limited English;
- b) Failing to find the real facts on price issues.
- c) Failing to find the effective contract;
- d) Failing to find defendants' bad faith in terminating the contract;
- e) Failing to find defendants' improper procedure in terminating the contract;
- f) Neglecting plaintiff's damages;
- g) Failing to find plaintiff's goal in the litigation.

III. Facts

- 8. Chinese Publications for Canadian Libraries Ltd (CPCL) is a small independent business, also acting as a branch company of Beijing Publication and distribution Group (BPDG).
- 9. Plaintiff took part in the bidding of "Markham Public Library (MPL) Material and Processing Services (Chinese materials only) " in the end of 2013. On June 20, 2014, plaintiff signed REQUEST FOR PROPOSAL (285-R-13) (RFP) with City of Markham, with a total of \$ 1,990.634.97 on a five years terms. The service includes acquisition, cataloguing and processing. The materials were in form of books, DVDs and CDs. ***Exhibit 1, RFP***
- 10. On August 5, 2014, plaintiff further signed Service Agreement with MPL. By the time of signing this document, the Purchase Orders, FRP, and Service Agreement made up the whole contract. ***Exhibit 2, Service Agreement; Exhibit 3, Purchase Order***
- 11. After the contract was awarded, plaintiff dropped all other businesses, specially developed this "whole service" for library which was with high skills and technology content. From then on, 98% of plaintiff's revenue came from this contract.

July – December in 2014

- 12. Library's budget from government must be spent within the year. However, the situation was that FRP and purchase order were not awarded until June 24, 2014. The Service Agreement

was not signed till August 5. Further, because MPL had its special requirements, library need to train plaintiff's staff after signing those documents,.

13. Normally, each order need 1 month for acquisition (for the collection of other countries' providers), 3 months for international transportation (by sea). Vendor also needs to catalogue and process the products before delivering them to library. Now library also asked for a training, so it was impossible to spend the budget within the year in 2014.
14. Library arranged the training accordingly in the period from July 22 to August 19, advising that plaintiff could start orders by September 5 after passing library's test. Library estimated that the first order of the products would reach plaintiff early November, and the second in early December. ***Exhibit 4, arrangement by library***
15. Mr. Pogue, director of administration, summoned a meeting on November, 28, seeking for plaintiff's cooperation to meet the budget target. Plaintiff promised to meet the target cooperatively. ***Exhibit 5, library's advice on first year's delivery***
16. CPCL was made up of five Chinese immigrants, who considered the contract as their lives. In the following days, CPCL's staff worked like a dog, without any holidays. Plaintiff successfully offered all the invoices before the end of the year, and delivered the last shipment on January. 9, 2015 according to library's schedule.
17. Because plaintiff's price was less than half of the previous vendor (LSC)'s, the quantity of the rush deliveries in the end of the year were equal to that of two year's in the past. There was a sudden growth at Chinese materials upon CPCL took over the contract.
18. Plaintiff's cataloguers were bilinguals, so its records were Bilingual, which are meaningful for Chinese readers. Chinese materials in library's website took on a new look, appearing cover images and titles and introduction with Chinese characters. ***Exhibit 6, records comparison between CPCL and LSC***
19. Payment by "titles or items". When creating the first invoice in November, two parties had some different views on the cataloguing payment by titles or items. The bid form was very confusing on the issue. Two sides had different views. Plaintiff would be paid less 5 times if payment by titles. However, library would pay by titles as they had been doing in the past.

Plaintiff accepted the “payment by titles” corporately without complains. ***Exhibit 1, FRP (page 5-6); Exhibit 7, plaintiff’s attitude on the issue***

20. Confidentiality Clause issue. When signing the RFP in June, and two sides agreed to use the “converted records” by cataloguers in Beijing to reduce the cost. The list of cataloguers plaintiff offered in RFP were all clearly indicated that plaintiff would create records in Beijing. Library had tested the samples of “converted records” on its system before and after signing the RFP. Plaintiff’s bidding price in RFP was based on using the “converted records”.
21. When signing the Service Agreement in August, 2014, plaintiff realized at once the problem of the confidentiality clause. This was contradictory to the method of cataloguing in FRP. Plaintiff knew that plaintiff was the one that would take the legal responsibility if the problems of the confidentiality arose. ***Exhibit 2, Service Agreement***
22. Plaintiff knew that BPDG was planning to develop the converted bilingual records to the whole world based on making records for MPL. They had set up a team for the project. They sent their director of the cataloguing department to Canada. Together with plaintiff finished cataloguing plan in the FRP. And the director in Beijing was invited to come to library in August for training and discussion on the converted record project. Plaintiff felt very embarrassed under such circumstances. ***Exhibit 1, FRP (Page 22)***
23. Afraid of hurting BPDG, plaintiff didn’t report to them the new confidentiality term at this time. Plaintiff just didn’t want BPDG to consider library as a client with back and fill. Importantly, plaintiff got free technical supports from BPDG as its branch. Plaintiff wondered if BPDG would go on the support when they knew the converted record project would be suspended.
24. Beside the confidentiality issue, library asked plaintiff to add cover images to the records. This task neither included in a standard record nor requested by library before. There were also some unexpected small issues which need some time to be solved for converted records. For all these reasons, plaintiff decided to set up a Canadian cataloguing team, that could solve all those issues. To hire Canadian cataloguers was a big unexpected budget for plaintiff. ***(Exhibit 8, cover images request)***

25. Because plaintiff was the only company in Canada, that specially provided the library service at Chinese materials, the business was very promising. So, plaintiff considered the increased budget as a up-front cost for the business.
26. Anyhow, the basic reason to set up the cataloguing team in Toronto was the new confidentiality term in Service Agreement. It was plaintiff that helped make up the leak in FRP for defendants. Plaintiff had big unexpected cost but defendants paid nothing.
27. Library knew pretty well that plaintiff's additional input. Since the prices in the bid form in the RFP could not be changed, as a remedy, library allowed plaintiff to make its invoices at a percentage increase. In the RFP, the term "price change" says that "the bidder must define the option that exist for the library to be informed when prices have increased 20% or more."

Exhibit 1, RFP (page 33)

28. In conclusion, plaintiff showed its powerful strength in this service upon taking over the contract. The pre-phase coordination process with library staff were fast and smooth. There were no any conflicts, and there was a very good relationship between parties.

January – June in 2015

29. Entering 2015, because of the sharp increase of Chinese materials, library's customers had enough materials to borrow in the first few months. With the consent from library staff, plaintiff delivered nothing in the first two months, and delivered a small shipment in March. Plaintiff delivered weekly from April 23. ***Exhibit 9, delivery report***
30. In the end of March, Mr. Cao wrote to Ms. Gilchrist to confirm the delivery situation. Ms. Gilchrist wrote back, saying that the schedule was very good. Every week, Mr. Cao would went to meet Ms. Gilchrist to see if there were any advice and requirements. ***(Exhibit 11, library's consent to the schedule)***
31. Taking the opportunities of fewer deliveries in the first few months, plaintiff did a summary and self training . Because plaintiff chose online EOS system (in America) to make records, plaintiff invited EOS trainer to come to corporation to do the training (February - March). ***(Exhibit 12, contract with EOS for a training)***

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32. One full year's time passed, and plaintiff was very proud of its low prices, achievements, and the superiority. However, under the atmosphere of a harmonious cooperation at the work, MPL was not really happy. City allocates its budget to library according to vendors' prices. MPL could only use the amount of budget CPCL saved in 2014. Library's budge was reduced accordingly in 2015. ***Exhibit 13, City's document (page 5)***
33. Large booming of Chinese materials not only brought library staff more workload, but also brought library a risk that library's budget would further be reduced if the products were tested more than the real requirements. On June 14, 2015, City further reduced about \$40000 from 2015 budget at Chinese materials. ***Exhibit 14, budget abatement (page 2)***
34. On June 17, library wrote to ask plaintiff to deliver half products of the whole year by the end of July. Plaintiff was surprised at this impossible request. Because library knew that plaintiff's majority deliveries were arranged in the latter part of 2015. Plaintiff required three months to adjust the schedule. ***Exhibit 15, library's warning notice; Exhibit 4, arrangement by library***

July – December in 2015

35. On July 14, plaintiff invited all the library staff working with plaintiff to visit its office. Taking the opportunity, Mr. Cao again explained the delivery situation and promised to speed up the deliveries. Library staff expressed understanding and no one mentioned the issue during the visit. However, library sent a second the same notice on July, 17.
36. On August 5, without a warning library suddenly returned a big shipment of DVD materials. This was the first return. The majority portion was for the reason of publishing years, and very small portion for the English film with Chinese subtitles. ***Exhibit 16, sudden material return***
37. Because of the insufficient DVD products at Chinese in the market, library accepted a small portion issued more than two years ago. Library accepted not only CPCL's, but also accepted LSC's in the past years. ***Exhibit17, LSC' DVDs of publishing time***
38. Those returned materials were all carefully selected. They were good and qualified. Upon they were put onto library's website, many customers held them immediately. Getting the

returning message, plaintiff took back those returns without any hesitation and complains.

Exhibit 18, the returned DVDs

39. On August 17, 2015, defendants suddenly terminated the contract for the New Opening of Southeast Branch, based on the two notices in June and July for late deliveries. The termination notice stressed that the contract could be terminated with cause or without cause based on City's Terms. This single contract, New Opening of Southeast Branch was the contract to be performed in the future (***Exhibit 19, termination notice***).
40. Though the terminated contract was a "future" contract, it was serious to plaintiff. Because MPL only adopted vendor's whole service, it was impossible for the library to have two vendors at Chinese materials coexisting for technical reasons. The situation became that either library returned this terminated contract back or terminated the whole contract.
41. The answer was clear very soon. On September 15, 2015, Mr. Cao was summoned to a meeting (September meeting). Mr. Cao found that, Mr. Pogue (Director of Administration of library) and Mr. Tony Casale (Senior Buyer for the city of Makham) were present. For the first time, Mr. Pogue's quested the plaintiff's cost. Mr. Cao told the true fact of the unbalanced revenues and input, and the contract prices were much higher than the market prices. Mr. Pogue and Mr. Casale in turns persuaded Mr. Cao to drop the contract in front of library staff in the meeting.
42. Having invested a big money in the business, having provided a good service, having good prospect to copy the business in Canada, under many opportunities of huge investments from big companies in the world, Mr. Cao had no reasons to drop the contract.
43. Failing in the persuading, immediately after the meeting, library asked plaintiff to go back to original discount prices in bid form. To save the contract, plaintiff accepted library's requirement. It came to an agreement that library would pay by new prices from 2016.

Exhibit 20, Agreement on price letter

44. Though struggling in the issues of the returns and price reduction, plaintiff was much skilled and experienced after a year's service. Plaintiff provided a perfect service in the latter part of 2015.

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45. September 25, 2015, Mr. Pogue gave new policy on DVD issuing time, to expend the years from to 2 to 6. With such revised profiles, at the end of year, plaintiff delivered those returned products. Those DVDs were not qualified at publishing time, but now because the policy were changed into 6 years, they are now within the profile.
46. However, library returned those products again, with the reason that library's decision was not retroactive. Those had processed materials became a waste. ***Exhibit 18, the returns; Exhibit 21, retroactive decision***
47. Near the end of the year, plaintiff purchased some Korean movies with Chinese subtitles. Library accepted these kinds before. They were welcome by Canadian Chinese. Though library had given the right to plaintiff to decide the order of the materials by the contract. But plaintiff still carefully reported those products to library before processing them. Ms. Gilchrist Replied that another vendor provided Korean movies. Plaintiff did not deliver those products cooperatively. Plaintiff bore the loss itself without complains. Read the emails between on its orders, and you can understand what happened. ***Exhibit 22, emails between on Korean DVDs with Chinese subtitles.***
48. Not delivering the Korean movies with Chinese subtitles, Mr. Cao went to meet Library staff Ms. Gilchrist and Ms. Anthea, and asked if Japanese movies with Chinese subtitles were acceptable. They said they need a consideration.
49. Library staff didn't give the answer for weeks. It was so near the end of year, and plaintiff was afraid that plaintiff could not reach the quantity requirement on DVD Mr. Pogue made in September 2015. Mr. Cao believed that a rule that no answers meant acceptance. So plaintiff made the order of some Japanese DVDs with Chinese subtitles by air. ***Exhibit 23, Japanese DVDs with Chinese subtitles***
50. Library returned these products. Plaintiff accepted the returns without delay and complains, expressing apology. Plaintiff even offered to give the compensation for the processing materials forwardly. In fact, plaintiff ordered a very small portion of foreign DVDs with Chinese subtitles. ***Exhibit 24, the quantity of foreign DVDs with Chinese subtitles***

51. The stories on returns was complicated, tricky and sad. Plaintiff had clarified the facts of the returns in its legal documents. ***More details, read para.30-48, factum of plaintiff, Tab H, Appeal book.***
52. Drawing the lessons from the contract termination in August, 2015, plaintiff paid high attention to delivery issues. To avoid the less deliveries in the first few months in 2016, Plaintiff asked for new year's products profile from October 2015. Plaintiff was told to be given as soon as possible. ***Exhibit 25. Plaintiff's request for profile***
53. Under such circumstances, plaintiff had to advise its vendor in Taiwan to begin to do the collection while waiting the profile.

2016 - 2017

54. Entering 2016, library still didn't offer the new profile. Learning at this time that library would ask "two items for one title", plaintiff made an order of new books with two items for one title. Because it was already very late plaintiff had to order an airlift. The Order was made on January 13 and the books arrived in Canada on January 16. Airlift was quick but expensive. ***Exhibit 26, materials list (Books).***
55. Plaintiff began to charge library without the percentage increase from 2016. It was a shocking that library directed plaintiff to change the invoice format that had carried out for two years, asking plaintiff to create invoices with the same prices for the products, neglecting the products' value. As usual, plaintiff revised the two invoices according to library's instruction. ***Exhibit 29, format of the two invoices***
56. On January 20, Mr. Cao was called to a meeting. Mr. Cao was very glad because he was told that material profile for 2016 would be released. Mr. Cao found Ms. Polly Chen was there. She did not work with plaintiff, so Mr. Cao did know what she was doing in the library.
57. There were some changes, including the proportion of products of simplified and traditional characters from "50% : 50%" to "30% : 70%" and the number of items for a title. These changes increased plaintiff's cost greatly. Ms. Gilchrist asked plaintiff to order traditional books in Hong Kong. ***Exhibit 30, meeting minutes on January 20, 2016***

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58. Mr. Cao responded to the changes that plaintiff would do anything according to the new requirements, but he expressed again the hope of keeping the price level in the last two years as the remedy from the new requirements.
59. Ms. Polly said that the price had no change, and if plaintiff didn't accept the new requirements, library had right to terminate the contract. Ms. Polly Chen's gesture was so peremptory that Mr. Cao advised her to consult a lawyer before terminating the contract.
60. Mr. Cao tried to explain the changes effected the price, but was interrupted several times. Three library staff left the meeting with the excuse that they had another meeting. Only Ms. Gilchrist remained for the rest of the meeting.
61. From both Ms. Gilchrist and Mr. Larry's affidavits, Mr. Cao got to know that Ms. Polly Chan was scared in the meeting by Mr. Cao's "behavior". According to Ms. Gilchrist and Mr. Larry's affidavits, Mr. Cao's "offensive behavior" in the meeting was the "breaking point" to terminate the contract.
62. On January 27, 2016, plaintiff suddenly got a termination notice from City. After two days, On January 29, 2017, library sent an email to plaintiff to ask plaintiff to send back all the processing materials, warning plaintiff that library only accepted processed materials in two business days. ***Exhibit 31, City's notice of termination; Exhibit 32, business stop in two days***
63. But this was a contract awarded by City. Mr. Cao wrote to Mr. Casale for the issue. Mr. Casale held a meeting on February 2, 2016, to confirm that contract was terminated. The final delivery deadline was February 26, 2016.
64. Plaintiff hurriedly catalogued and processed the products at hand, and delivered them before the date. However, the entire shipment of books just taken back from airport in the end of January were directly into stock.
65. Mr. Cao wrote to Mr. Casale to ask the reasons for the termination. Mr. Casale wrote back on February 8, 2016, giving three issues. They were "difficulty in providing a sufficient quantity of traditional vs simplified print products; Failure in distributing materials between branches; Arbitrary substitutions of DVD's in non-Chinese languages. ***Exhibit 33, three issues***

66. Mr. Cao was surprise at those reasons. They were all false. Mr. Cao wrote back next day to tell the 3 issues didn't exist. But there was no reply.

67. Plaintiff had to wait the City's decision. Plaintiff suffered each day for the damages for those idling days. Plaintiff did not know that library didn't submit its recommendation to City till March, 22.

68. Mr. Cao himself applied for a opportunity to appeal library's decision in council meeting. The council meeting was held on April 4, 2016. Plaintiff gave a 5 minutes speech in the council committee, appealing council committee to make an investigation on the case.

Exhibit 35, five minutes speech

69. Library's recommendation report was defendants' internal documents. Plaintiff did didn't know what library reported to the council. Unfortunately, the second day, on April 5, City council approved the library's recommendation to terminate plaintiff's contract. Plaintiff got City's notice of termination on April 18, 2016. ***Exhibit 36, notice of termination***

70. Council's approval made the case complicated. Plaintiff had appealed to Council for an investigation on the case. If terminating the contract based on a wrong report, City would at least be at its neglect of duty. It was City that awarded contract to plaintiff, so City became the defendant accordingly. For library, it had no choice but to prove, to both to City and court, the errors they invented for plaintiff.

71. The sudden termination brought a stop to business. The corporation had no revenue at once from January 27, 2016. Product damage was only a small part of damage. Plaintiff had much bigger damages including 5 employees' salaries, office rent, system fee and more.... Though Mr. Cao took all manners to reduce the cost, the damages could not be helped increasing. Plaintiff reminded defendants the plaintiff's constant damages several times by emails, but got no response. ***Exhibit 45, email to defendants with attachment of damage in 2016.***

72. Not being able to go through the huge damages, plaintiff had no choice but to bring the litigation on May 5, 2016. Plaintiff claimed for "specific performance, or, in the alternative, damage of \$280,000" in its original Statement of Claim on May 5, 2016. Plaintiff would still

accept all the damages, if defendants would make a peace. *See Statement of Claim (page 2), Appeal book, Tab O*

73. However, while plaintiff suffered from those days in the litigation, defendants found all the excuses to make the case slow down. In the end of year, defendants bought a Summary judgment motion. As the increasing cost, on November 29, 2016, plaintiff amended the Claim into “specific performance with compensation of \$ 115,000, or, in alternative, damages in the amount of \$ 405,000” . *See Amended Statement of Claim (page 2), Appeal book, Tab P*

74. Mr. Cao immigrated to Canada in 2008 in his late forties. As most Chinese at his age, he learnt English mainly by studying the grammar. He can read and write (with a dictionary and conference book), but his spoken English is poor, and his listening is worse. In plaintiff’s responding record, He reported to the court that he would bring an interpreter to help in the hearing. Mr. Cao never expected what he would encounter in court.

IV. Issues and Arguments

75. The following issues are relevant to this appeal:

Did trial judge neglect plaintiff’s limited English?

Did trial judge find the real facts on price issue?

Did trial judge find the right contract?

Did trial judge fail to find defendants’ bad faith in terminating the contract?

Failing to find defendants’ improper procedure in terminating the contract?

Did trial judge neglect plaintiff’s damages?

Did trial judge find plaintiff’s goal in the litigation?

Issue One -- Did trial judge neglect plaintiff’s limited English?

76. The summary judgment motion took place on June 20, 2017. Mr. Cao didn’t expect that the judge started her speech without realizing the interpreter. He could not catch up judge’s opening speech, but he didn’t interrupt with courtesy and awe. After judge’s speech, he reported the issue. *Court’s transcripts (page 5), Appeal book, Tab V*

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77. However, trial judge directed the way of “simultaneous interpreting”. Mr. Cao’s friend was not a professional interpreter. This was much out of her ability. As a result, the interpreter translated nothing for Mr. Boghosian’s statement, and the conversation between the judge and the lawyer (page 1-20 court transcripts). Plaintiff got to know what happened only from court transcripts later. *Court’s transcripts (page 5)*
78. When it was plaintiff’s turn, Mr. Cao asked if he could do according to his factum. Judge declined his request. So he had to begin his statement without a record in hand. Even Mr. Boghosian had paper notes in hand but Mr. Cao had nothing as reference. This was much out of his ability due to both his poor English and lack of court experience. *Court’s transcripts (page 21)*
79. Mr. Cao knew that Mr. Boghosian stressed the price issue from his statement. Mr. Cao did a good preparation for price argument. He thought he could do the argument. However, not knowing what Mr. Boghosian alleged and what judge and Mr. Boghosian talked about, Mr. Cao found difficult to make a speech of defense contrapuntally when he began his argument.
80. Realizing Mr. Cao’s difficult situation, judge said that “why we generally make corporations hire lawyers.”. From the context, Mr. Cao felt that trial judge was complaining that plaintiff had no lawyers. Being afraid to cause more inconvenience to court, Mr. Cao felt inferior to request any possible rights plaintiff might have in the following proceeding. *Court’s transcripts (page 26)*
81. Judge should be fully alert at Mr. Cao’s poor English at this time, and further, from many illogical communications in the following. Reviewing the whole picture of the proceeding from court transcripts, the confusing and disordered questions and answers could be found here and there. Because of Mr. Cao’s limited English, trial judge misunderstood him in many places, many of which were key points.
82. When judge said “I don’t know how far this gets you, because you’ve acknowledged many errors in the service”. There are series of “Okays”. Those meant nothing actually, just showed that he was listening with respect. Trial judge might think Mr. Cao confirmed the

errors. In fact, plaintiff never admitted any “errors” anywhere and anytime, but now was imposed the acknowledgment. *Court’s transcripts (page 37)*

83. When trial judge said “I don’t see evidence of damages between January 27, 2016 and April 2016, you are telling me that ...”. Mr. Cao didn’t follow. He again gave many “Okays”. That was very funny conversation. Trial judge might think Mr. Cao confirmed he had no damage and didn’t file the damages. In fact, Mr. Cao wrote their lawyers to tell the damage several times, and also had filed the damages for summary motion materials. *Court’s transcripts, page 44*
84. Mr. Cao said in court that their “ 28% of corporation’s revenue from this contract. That was a big mistake. Plaintiff had claimed in all its legal documents that 98% of the revenue came from this contract. If judge took his wrong statement into her consideration, she might think that plaintiff’s damage was not serious. *Court’s transcripts (page 44)*
85. The hearing was scheduled a full day. Mr. Cao didn’t have the knowledge that the hearing could be ended in one hour. He had thought that he had much time in the afternoon to clarify the issues one by one, after a rest of adjustment in noon time. When judge announced the closing, he was still in a status of nightmare, not knowing what had happened.
86. Trial judge should be alert by this time that Mr. Cao was ignorant of many issues against plaintiff, and ignorant of the most basic stage of the trial. Trial judge should aware that plaintiff required a full assistance of interpreter, allowing the translation both from English to Chinese and Chinese to English.
87. Further, two sides’ motion materials added up to more than two thousand pages, that made the case very complicated. One hour proceeding was not enough.
88. According to the Charter of Human Rights and Freedoms Canada, everyone has the right to understand the case against them. The majority of the proceeding was out of plaintiff’s knowledge. This was no difference from a default judgment. Mr. Cao believes that his human right was deprived in the hearing. Plaintiff appeals that the justice stayed away from its right path. *See Section 14 of the Canadian Charter of Rights and Freedoms*

89. This is a typical case to see how a litigant with limited English makes desperate struggles in the court. It is a rare situation that one poured dirty water to another without the other side's awareness in a court. It is a true portrayal of an immigrant who was unfairly treated in court due to his poor English.

Issue Two -- Did trial judge find the real facts on price issue?

90. Trial judge opposed for defendants' counterclaim on price in her very beginning speech.

From the court's transcripts, it could be seen that, in judge's opening speech, without asking any questions on two sides, she pointed out sharply on the price issue defendants alleged "... invoices were paid by the library ... you did agree to change the terms and accepted the higher DVD pricing ... you have evidence that the amount that you're claiming, I just don't see it ...". *Court's transcripts (Page 3).*

91. Under such close questioning, Mr. Boghosian dropped their counterclaim, admitting that " I don't think there is a valid claim for the excess charges prior to January 2016. And given that we didn't pay the excessive charges after January 1, 2016, there is no valid counterclaim" .

Court transcripts (Page 6)

92. Paradoxically, Trial judge changed her views later. She states in her judgment that "I am satisfied on the affidavits and evidence filed on this motion that CPCL consistently failed to meet ... the price requirements ...". Trial judge even felt it was unfair to library, and she thought that library should not have paid plaintiff so much. *Print Judgment (para.2), Tab B;*

Court's transcripts (page 29)

93. The price issues were well established when created the first invoice in the first year. There were no conflicts from creating the first invoice to the middle of 2015. Prices were paid in the same level from beginning to the end in the service. *See details at paragraph 19-27 above.*

94. Defendants claimed that "price issue ran through the whole service years". Mr. Boghosian demonstrated two occasions to support his views, one in September in 2015, and the other in January, 2016.

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95. *Details on “September Meeting in 2015” see paragraphs 41-43 above. Details on “January Meeting 2016 “, see paragraphs 56-60 above.* In fact, those two occasions are the evidences library cornered plaintiff to drop the contract by lowering the price and by increasing the requirements without price increase. Besides those two occasions, defendants could provide no more evidences to support this view.
96. Plaintiff has many evidences to show that the price did not “run through the service years” and was not an issue for defendants for their reality, such as in the termination notice for New Opening of South East branch in August 2015, in the termination notice in January 2016, and in the three issues for the termination in February in 2015. Defendants first considered the price as an issue in their Defence of Claim in June, 2016; Defendants further made their counterclaim for the price in November 2016. ***Exhibit 19; Exhibit 31; Exhibit 33***
97. Mr. Boghosian didn’t reply plaintiff’s argument on “confidentiality clause” in Service Agreement, but switched the concept into “C3 requirements” instead. He talked to judge at great length on “C3 requirements” . Judge accepted his long submission. ***Courts transcripts (page 13); Pint Judgment (page 5), Tab B***
98. The currency exchange issue was another invalid accusation. Judge errs in her judgment “ ... ***he (plaintiff) points out pricing issue relating to the currency exchange ...***”. Plaintiff never argued the international exchange rate for the loss of damages in its legal documents.
99. Judge errs in saying “*in 2016, CPCL remitted invoices not in accordance with contract pricing.*”. Judge fails to find the facts that the prices were measured on the average of a year by the contract. Products had different value and of course invoiced in deferent prices. Plaintiff had offered the invoices based on average prices for two years. ***Print judgment (page 5), Tab B***
100. In fact, plaintiff charged a super low price. This can be figured out clearly at once from the sharp different prices between plaintiff and LSC. In the bidding, for 7 branches service, plaintiff’ s price was \$323,485.50 each year, and LSC’ s price was \$70,134.15 each year; For the new opening of South East branch, plaintiff’ s price was \$243,506.60, and LSC’ s price was \$592,126.15. ***Exhibit 37, price summary***

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101. So, even if defendants' damage of \$121,728.96 for two years in their counterclaim (each year's damage about \$ 60000) was granted, library would still pay LSC a double price than that of plaintiff's on the average.
102. Judge errs in not giving enough attention it deserves when getting to know the fact that defendants had given back the contract to LSC, with an expense of double price than that of plaintiff's. It is a big overbilling, more than \$300,000.00 each year. Judge should realize that this was no longer a commercial dispute as defendants argued.
103. The payment was not defendants' money. When judge says in her judgment that "the court has stressed the fairly and equally to the bidder", she should think of the fairness to the tax payers first. If library were an business company, the contract termination would never happen. ***Judge's Judgment (para.10)***
104. It can be easy to find that library' payment to plaintiff was of its own accord by agreements. Defendants have no reasons to claim the price at all.
105. In fact, the issue in not weather plaintiff charged higher or not. It is a case that defendants have to take the responsibilities for those damage of the unfair prices.
106. There were many factors that increased plaintiff's cost, but plaintiff gave only two factors for argument, which defendants had to take the responsibility for. One is "titles or items in cataloguing" and the other is the "confidentiality clause" in the Service Agreement. ***See facts at paragraph 19-27 above.***
107. When arguing about charging records by titles or items, Mr. Boghosian showed an email to judge to demonstrate that plaintiff knew the payment should be by titles from creating the first invoice. Mr. Boghosian quoted one sentence from Mr. Cao's email, which says, "*Yes, I had read the charges for Marc Records should be made on the basis of unique titles rather than copies in the bid document.*" After Judge reviewing the sentence she said " so there seems to be an acknowledgement that he understood.". ***Court's transcripts (page13)***
108. In fact, the next sentence of the same email was "*but it does (not) reflect on the price forms I was asked to complete.*". Mr. Cao clearly told library that defendants offered a confusing bid form in this email and gave a full explanation on the issue. If judge had read

the whole email, she would have different views on the point. Anyhow, plaintiff was paid less than 5 times by payment by titles for records. ***Exhibit 7, plaintiff's attitude on the issue or titles***

109. Because of confidentiality clause, plaintiff had to set up a cataloguing team in Canada. Plaintiff hired one senior cataloguer, one junior cataloguer, and several on-call senior cataloguers. And also plaintiff required to pay US \$ 8000 each year for cataloguing system fee. All cost for cataloguing added up to more than \$ 120000 for sure.
110. How much did defendant pay for cataloguing task? Take the actual payment from library in 2015 for example. CPCL provided 3800 titles of books and DVDs for the whole year. According library's payment by title (\$1.10 for a title of book, \$1.50 for a title of DVD), Library paid less than \$ 5000 all together. Plaintiff's accrual cataloguing cost was out of all proportion to the library's payment.
111. Plaintiff had considered the unexpected cost as an up-front cost for the business. But now it is different.

Issue Two - Did trial judge find the right contract?

112. When Mr. Boghosian confirmed that the C3 was only "a single line", "a minor additional requirement in the Marc record", judge suggested go to the Service Agreement right away. Trial judge might be alert that if such an easy task required a solo big agreement. ***Court's transcripts (page 13,14)***
113. Mr. Boghosian quickly skimmed over the topic on Service Agreement. He showed judge the term in RFP instead, beginning to introduce what was C3. The topic on Service Agreement was put aside. ***Court's transcripts (page 14,15,16)***
114. Defendants had made good use of library's "C3", which were not familiar to judge, on several issues to confuse the facts. C3 requirement is a minor change in the block of product's clarification in a record. Because public library's products are general products, there are no need for a detailed clarification. "C3" requires only a gross one. So cataloguing by C3 requirements is much easier than cataloguing by standard requirements. Cataloguers who are able to create standard records have no any problems to fulfill C3 requirement.

Plaintiff had no reasons to refuse an easier task. Plaintiff created records by C3 requirements from the beginning to the end. The argument on C3 was a non-existent accusation.

115. City's general terms and conditions in FRP was given by several insignificant lines of link in the FRP. The link was an invalid link from the beginning. ***Exhibit 1 (page 2), FRP***

116. From searching City's terms and conditions, plaintiff found that the current new edition of City's terms and conditions had revised those high-handed terms. The termination terms in the Service Agreement was exactly taken from the new edition one. ***Exhibit 34, new City's term***

117. When judge said "the Service Agreement has to be construed in a way that the other parts of the contract still stands", she should realize the fact in plaintiff's materials that defendants had no original print of the contract. The reasons were unclear. Library might lose it or hide it.

118. Service Agreement, expressly provides, in its term 18, "Entire Agreement", that "this agreement supersedes all the previous written or oral communications, understanding and agreements.". This is clearly to indicate that there shouldn't stand two agreements with the same provisions. ***Exhibit 2 (page 3), FRP***

119. Judge errs in saying "I found that it (Service Agreement) relates only to the library's C3 system.". Judge should read the definition to schedule 'A' carefully. It clearly states that "CPCL provides to MPL the service detailed in RFP, including C3 services.". "Service in RFP" means the whole library service, nothing else. ***Print judgment (page 3), Tab B; Exhibit 2 (page 4)***

120. When judge said "it (Service Agreement) addresses none of the major terms.", she should be aware that there are 20 terms that a standard contract possesses in the Service Agreement, which clearly shows the parties' rights and obligations as a contract. Only term 6 of intellectual property and term 7 of confidentiality are regarding with C3, and all the other terms in Service Agreement have nothing to do with C3.

121. Service Agreement includes all the major terms City's general terms possesses. On the contrary, City's general terms doesn't possess the specific terms for library, not matching

RFP. It is clear that Service Agreement is designated to library, and City's general terms is, as its name, general to bidders for all different programs at bidding period.

122. When judge said "it doesn't even allow for any payment.", she might not find that term 2 in the Service Agreement is the payment term. It stimulates, "Payment shall be made by MPL within 30 days after receipt of an approved invoice." *Court's transcripts (page 3)*
123. Trail judge errors in saying that "but more importantly ... there's a without cause termination provision ...". Even if the "termination without cause" was granted, City still can not terminate the contract by the provision. This is because City had placed plaintiff on the disqualified vendor list in City of Markham. Plaintiff had been put an end to the business due to this bad reference. Defendants ought to prove that the errors existed, for the responsibility of the ruin of the corporation. *Court's transcripts (page 37); Exhibit 36, termination notice*
124. Most importantly, plaintiff sued defendants not only for terminating the contract, but also the misconducts in performing the contract. Both termination and misconducts brought plaintiff's big damages.
125. *See more details on Service Agreement and City's general terms and conditions at paragraphs 88-104 in plaintiff's factum, Tab H.*

Issue 3 -- Did trail judge fail to find defendants' bad faith?

126. In the library's report to City, library reported that legal department had advised that "in the case of CPCL, City would have an excellent defence to any such challenge on the basis of the documented poor performance and non-performance assembled by staff. *Exhibit 43, library's report to City*
127. Mr. Boghosian stressed the same thing in the court that "we put in a lot of evidence of the breaches by the plaintiff to demonstrate the good faith that the City undertook." Plaintiff reported to judge that all plaintiff's breaches were invented, but judge would not listen. Mr. Cao didn't get the chance to go on the topic. *Court's transcripts (Page 8, 39, 40)*

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128. In order to show there are no bad faith in terminating the contract, defendants invented tens of factitious stories to show plaintiff's "breaches" for their motion. Responding the issues, plaintiff also submitted a material with more than 1000 pages.
129. Defendants opposed the cross examination before the summary judgment motion. Without defendants' cooperation, and with plaintiff's lack of the knowledge, the schedule for cross examination was collapsed. Defendants lawyer made their arguments based on unexamined affidavits. ***Exhibit 48, opposing cross examine***
130. Price issue has been discussed at above paragraph. It is clear enough to see defendants have no claim on the price. However, in defendants' last motion for security for cost, they insisted alleging that plaintiff continue to charge higher in 2016, with the evidence of two unused invoices. ***See para.55 above; Exhibit 29, format of the two invoices.***
131. Plaintiff had clarified too much on the issue, now would give the respond in another angle. Was LSC paid by the same invoice format? If defendants could not prove that, the "two invoices" only showed that they have two standards for the two vendors. Or it will be a case of discrimination.
132. Plaintiff also find now, defendants have given different versions of "high prices" on DVD products. In their vendor scorecard in 2015 (issued in June 2016), the prices were described "range from \$35 to \$110. In Ms. Gilchrist affidavit, she claimed that plaintiff's "average price to the point \$48.00"; Plaintiff's prices in Mr. Pogue's affidavit are near the truth. He alleged that plaintiff's DVD price was \$30.50. ***Exhibit 42, different price claims.***
133. **Delivery issue?** Judge errs in saying "... the failure to meet delivery target was significant ...". CPCL had no failures in deliveries from the beginning to the end at all. There were enough product resources for CPCL and earlier deliveries could help accelerate the fund flow back. Plaintiff had no reasons to slower the deliveries. In fact, CPCL did contribution by fulfilling the whole year's delivery target within half a year in the first year. ***See paragraphs 12-16 above.***
134. Defendants complained in their materials the late delivery in 2014. It doesn't make sense at all. Library arranged the schedule, and even estimated the first delivery should be arrived

in November. How did they forget the fact? *Exhibit 4, arrangement by library; Exhibit 5, library's advice on first year's delivery*

135. Even not considering library's consent to plaintiff's delivery schedule for 2015, plaintiff still had good reasons for fewer deliveries in the first half 2015. Because the contract was not signed till June 2014, deliveries in 2015 were affected and naturally postponed. It was on plaintiff's right to meet the delivery target by the end of 2015.
136. Trial Judge wrote in her judgment that library gave twice warnings in June and July for delivery issue. She should be alert that since library was so serious about "the half deliveries by the end of July", why library never mentioned this requirement earlier. They knew plaintiff need 3 months for an order but why they only gave plaintiff one month's time. Ms. Gilchrist met Mr. Cao every week. If library required so many materials they should advise in May or April. *See para.34 above; Print judgment (page2), Tab. B*
137. Further, trial judge failed to find the purpose of the two warnings that were used to terminate the contract of New Opening of South East branch, in August 2015. How could the two warnings were used again to terminate the whole contract in 2016.
138. Even the delivery errors before August were existed, plaintiff never had the errors after August 2015. The time and content of the two old warnings were not in line with the time and the content of the termination of the whole contract in April 2016. *More Details see factum of plaintiff (para. 26-33), Tab B*
139. **Collection profile issue?** This is a service related with Chinese culture. People who provide the service have to have the knowledge of Chinese culture and Chinese collecting market for the products. We are just the right ones to provide this service. We had helped library improve some old impractical profiles. In fact, we did great contribution to the collection profile to library since we took over the service Collection.
140. Trial judge errors in saying that "you've acknowledged the simplified versus traditional errors ..." (p.37). The unbalanced of simplified versus traditional books is a big lie by library. Plaintiff had clarified it early when City told three issues. Plaintiff never had such an error. Mr. Cao didn't know where to start to explain that plaintiff had admitted the error at a

moment. Plaintiff had provide a good balance of two types of materials according to the contract. *Exhibit 10, performance of delivery*

141. Defendants never stopped arguing plaintiff provided DVD in non-Chinese language though the facts were very clear there. It doesn't make sense that plaintiff went on ordering a product if library didn't accept it, plaintiff was not so foolish to throw its money so freely. On the contrary, whenever library pointed out that plaintiff ordered some materials not fit for library, plaintiff never ordered the same again. *See more details at para. 36, 37, 45-50 above.*
142. **Cataloguing errors?** Judge errs in saying "the evidence also demonstrates that there were excessive cataloguing errors. She fails to find that the story that plaintiff's cataloguing errors 78 times higher than other vendors is too exaggerated to believe.
143. MPL had only two vendors, CPCL and LSC. LSC's records were exempted from examination. Library had admitted that CPCL's records were run through library's MAR checker, while LSC's records were conducted selective testing. Then, how did library compared with them?
144. MPL's records were records at English materials. They were purchased directly from professional cataloguing company by LSC. The records at English are mature data used by all the libraries in North America. LSC only need to insert branch address in 949 tag and revise the clarification in one or two relevant tags according C3 requirements. But plaintiff's records at Chinese materials are all originally created. There is no comparability between the two languages' records as well.
145. Most importantly, plaintiff's records at Chinese are meaningful and bilingual, that are the best records at Chinese in North America. LSC's records in the past were meaningless both to Chinese and English speaking people. LSC followed plaintiff's records mode after library gave the contract back to them. *See more details at paragraph 19, 20, 21, 22, 23, 24, 25, factum of plaintiff, Tab H.*
146. **Contract Termination for New Opening.** Judge should be alert that defendants had never clarified the contract termination of New Opening of South East branch in August,

2015. Plaintiff was sure that this is because defendants could hardly explain how they would dealt with the existence of two vendors at Chinese materials.

147. Library service is not merely purchasing materials. The service includes the selection, purchasing, international transportation, cataloguing, processing and delivery to library. If two vendors at Chinese were co-existed, the series problems would appear.
148. How could library deal with two records for the same products from different vendors. If both records entered into library's system, the two recorders would appear in the website at the same time. Library would also pay twice for the records of the same products. The same products would have different records because of different cataloguers. Further, if serving one branch only, the vendor had to order one item for one title. The transportation would be very expensive because of the small quantity.
149. Most importantly, library could not deal with the different prices. How would library explain to City the sharp different prices for the same products? So from the termination of that contract in August, there were an issue that either CPCL or LSC would go.
150. **Admitting errors?** Defendants allege that plaintiff had admitted its errors for many issues. They said so only by their own reasoning. For the price, they first set the prices on the original bid form as the only right prices, neglecting the changes they made. For the delivery, they set the normal delivery percentage for each month as the only right schedule, neglecting the changes they made. Because plaintiff never denies the real situation, defendants gave the conclusion that plaintiff had admitted the errors. All the "admits" were imposed on plaintiff by this way. Plaintiff would clarify all the "admit" created by defendants in court.
151. **Library's advice and decision.** There is an important fact that, as a vendor, plaintiff never refused library's instruction and decision, under whatever conditions, without exception. This can be confirmed from the incidents of payment for cataloguing by items, lowering prices from 2016, returning materials, and many issues. Defendants can provide an example that plaintiff refused library advice or decision. Plaintiff would clarify any "refusal" created by defendants in court.

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152. **Library's recommendation report to City.** Judge erred in saying "the April 4, 2016 recommendation report to council identifies significant issues ...". Plaintiff stresses in its materials and in the court that library's recommendation was a false report. But he got no chance to clarify in details in court. *Print judgment (page 6)*
153. When plaintiff asked for this document to prepare the summary judgment motion, defendants offered it (April 26). But plaintiff found the document was altered. Under plaintiff's questioning, defendants gave the complete one. If the report had no problem why defendants gave plaintiff a altered one? *Exhibit 43, library's report to City.*
154. Why defendants lawyers were brave enough to allege plaintiff so many "errors". Plaintiff found the secrets from the report. Library submitted its recommendation to City in March 2016, but they used the half year's fulfillment rate (January – July, 2015) as the whole year's to blacken plaintiff. *Exhibit 47, library's statistic for plaintiff*
155. In the same way, library used half year's records as the whole year's, to give an unbalanced of traditional and simplified character materials.
156. Library gave false statement in the report that plaintiff had been unable to provide sufficient quantity of Chinese DVD products. The real fact was that plaintiff provided three times of the products than that of LSC' s.
157. Library claimed in the report that plaintiff began to charge higher from 2015. In fact, library paid plaintiff in the same level from beginning to the end. Mr. Pogue had provided the two years' average prices in his affidavit, which confirmed the fact. *Exhibit 42, different price claims.*
158. **Confidential minutes.** The root of the termination was leaked out by "City's confidential minutes" at council committee on April 5, 2016. Library reported to the council committee that library had got an increase of \$350, 000 on its budget for the New Opening of South East branch (The contract terminated in August 2015). The termination was mainly based on replacing CPCL with LSC. So library gave the conclusion that "Staff recommends that the recommendation remain unchanged.". The whole contract termination had been decided early in August in 2015. *Exhibit 44, City's confidential*

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159. **Library's another vendor -- LSC.** LSC plays an important role in the case. All the experiences on the price, delivery, selection and cataloguing came from LSC. Library treated its two vendors differently. *See details at para.95-100, Affidavit of Qiangli Cao, Tab I, Appeal book*
160. From reading the above confidential minutes in council meeting and , with the manners of lowering plaintiff's prices, improperly returning products, making lies (on prices, deliveries and cataloguing), submitting a false report to City, and two standard to its tow vendors, there is no doubt that defendants terminated the contract in bad faith.

Did judge fail to find defendants' improper procedure?

161. Basically, the termination should be based on termination terms in Service Agreement not that of City's general terms. *See issue two above.*
162. Even if the termination can be with cause or without cause by City's terms, defendant could no longer take "without cause" provision. This was because City had openly put plaintiff on the disqualified vendor list, "with cause". The bad reference had brought plaintiff's business to an end. *Exhibit 36, notice of termination*
163. Either according to City's terms or Service Agreement, if termination with cause, plaintiff should be given notices of warnings, or chance and time for corrections. Plaintiff was never given warnings, or time of corrections for the termination in 2016.
164. Library alleged that they had used "numerous occasions" to remind plaintiff's errors. Under plaintiff's questioning, defendants listed some occasions. Plaintiff found that those "numerous occasions" were regular working conference meetings or working emails. Those occasions were created out of nothing. Plaintiff would clarify these occasions one by one in court.
165. Defendants selected 6 emails of evidence to support the view in their factum for the summary judgment motion. Two are emails in June and July 2015, which were on "half deliveries by the end of July". Two are emails in September 2015, which were on "lowering plaintiff's price". Two are emails in January 2016, which were on "two invoices". There

were no any signs of warnings of termination in the last two at all. Actually, they are all evidences to show defendants' improper conducts.

166. Plaintiff got the notice of termination in January 27, 2016. Library directed the last delivery in two business days. Because plaintiff argued about it, City postponed the deadline to February 26, 2016.

167. However, City gave another notice of termination on April 18, 2016. According to whatever contracts, the final delivery date should be May 18, 2016. This resulted in a big shipment of products stocked. Further, those idling days added more damages to plaintiff.

Exhibit 26, damage of material list

168. There is no doubt that defendants terminated the contract in improper procedure by the facts of “based on a wrong contract”, “termination without notice of warnings, or time of self correction”, the “deadline for the last delivery several months before the contract was really terminated”.

Did trial judge neglect plaintiff's damages?

169. Near the end of proceeding, trial judge asked Mr. Cao “ I don't see evidence of damages between January 27th, 2016 and April 2016. You're telling me that ... ”. From judge's question, it could be seen that trial judge had realized the problem of the termination time. The real delivery deadline didn't match the effective termination date. ***Court transcripts (page 44)***

170. Mr. Cao didn't follow the question. After many Okays, Mr. Cao talked about different things. Judge erred in not keeping on her questions to make sure Mr. Cao understood her question. If judge asked the interpreter to translate her questions to Mr. Cao, Mr. Cao would clarify the issue.

171. Because 98% of the revenue came from this contract, after getting the notice of termination on January 27, 2016, plaintiff had no any revenue at once. Plaintiff tried hard to reduce the cost, but cost still was big. Mr. Cao reminded defendants several times the increase of the damages as time passed by. There were no response. ***Exhibit 45, Email to defendants with attachment of damage in 2016***

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172. Though not having filed the entire damages, plaintiff had filed enough damages after January 27, 2016 in the motion record for the summary judgment motion. The damage evidences included the materials arrived in the end of January 2016 (with material list, price and relevant documents), employees' salaries, office rents, systems fee, IOU evidence from his employee, and all the relevant expense for the company in 2016.
173. It was defendants that had put an end to plaintiff's business. So all the company's losses were its damages, for which defendants had to take the responsibility.
174. This was not a common sale contract. Whole library service requires high skills and technology with a very limited market. Only several companies in Canada provide the service. The bidding lasted more than half a year. Besides the necessary prophase costs (training, software, equipment, etc.), Mr. Cao also added an unexpected budget at establishing a cataloguing team in Canada. By the end of 2015, Mr. Cao at least put \$ 280,000 into the business to keep a balance. ***Exhibit 12, contract with EOS for a training***
175. Plaintiff's damages can be seen clearly from its three years' financial statements (2014, 2015 and 2016) filed for summary judgment motion. All business activities, and all input and expense can be traced in those financial statements. They clearly show that 98% of the sales came from this contract. The whole year's sales about \$330,000. Plaintiff had five staff to keep the contract going. There was an big unbalanced input and expense. In fact, the unbalance was more than that in those statements. Because Mr. Cao was the only shareholder, he had used a big sum of cash in the business. ***Exhibit 38, Exhibit 39, Exhibit 40, financial statements***
176. As the only shareholder, Mr. Cao dealt with all the funding by himself and his wife. He had put his saving of whole their life in the business. Beside his saving, his funding came from Bank (BDC) and personal loan.
177. Plaintiff didn't list the entire damages currently. That was complicated. Plaintiff paid most of its vendors for the products one year behind. Before we paid the products in 2015, the contract was terminated. Plaintiff hasn't paid most of products ordered in 2015. Further, some vendors asked to be paid, not only for the products already delivered to plaintiff, but

also for products they had collected at their storages from hundreds of publishers. Many of those products in their storages can not be returned. Plaintiff needs to see the result of the litigation and then discuss with its vendors for a final price, or compensation.

178. Mr. Cao had tried his best to mitigate the damages after January 27, 2016. He gradually laid off his employees in 2016. Because the office was under a 5 years lease, he tried to sublease it his office from October 2016, but failed.

179. Plaintiff were no longer able to pay the rent from June, 2017. As a result, the office was sealed by the landlord on September 00, 2017. All the office equipment and stuff, including the materials ordered for library in January were held in pledge. *Exhibit 49, notice of distress*

180. Mr. Cao no longer had ability to pay bank's loan from November 2017. The bank allowed a period of adjournment for the repaying. *Exhibit 50, document from bank*

181. Since Mr. Cao was the only shareholder of the corporation, the damage of the corporation is the damage of Mr. Cao himself actually. He has spent over all his saving, and was in deep debt forwardly. Many bills are waiting him to be paid currently. The following survivals, for both company and personal living, depend on if Mr. Cao could borrow more money from relatives and friends. His wife was in horror every day and Mr. Cao' has been cornered to a cliff. *Exhibit 41, corporation profile*

Did trial judge find plaintiff's goal in the litigation?

182. Trial judge erred in saying that "CPCL claims specific performance of the contract, and \$ 405,000 damages.

183. Plaintiff's amended claim as the following: specific performance of the contract, with compensation of \$115.000; or in the alternative, damages in the amount of \$ 405,000 for the following: loss for the products ordered for MPL; loss for the revenue starting from January 17, 2016; loss for the investments regarding the establishment of the plaintiff; damages to future contract with other companies; damage for the commercial reputation.

Order of Relief Sought

184. The Appellant respectfully asks that the summary judgment and the cost awarded to defendants made by Honorable Madam Justice Kristjanson be set aside, allowing plaintiff's action to proceed to a regular trial.
185. The Appellant respectfully asks for cost for this appeal.
186. The Appellant requests any further relief that this Court may allow.

All of which is respectfully submitted this 5th day of January, 2018

Qiang Li Cao

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Tel: 647 887 8767
Email: cao@ccbooks.ca
Representative for the plaintiff

CERTIFICATE

Qiangli Cao, representative for the Appellant (plaintiff), certifies that:

- (i) The record and the original exhibits from the court from which the appeal is taken are not required.
- (ii) The estimated time of my oral argument is one hour, not including reply.

Qiangli Cao

COURT OF APPEAL FOR ONTARIO

CITATION: Chinese Publications for Canadian Libraries Ltd. v.
Markham (City), 2017 ONCA 968

DATE: 20171207

DOCKET: M48350, M48375 (C64066)

van Rensburg J.A. (In Chambers)

BETWEEN

Chinese Publications for Canadian Libraries Ltd.

Plaintiff
(Appellant)

and

City of Markham and Markham Public Library

Defendants
(Respondents)

Qiang Li Cao, in person for the appellant

David Boghosian and Maggie Fish, for the respondents

Heard: November 15, 2017

ENDORSEMENT

[1] There were two motions before the court – a motion by the appellant (“CPCL”) for an order setting aside the Registrar’s order dismissing its appeal for delay, and a motion by the respondents (the “City”) for security for costs. At the hearing of the motions, the City consented to the order setting aside the Registrar’s dismissal, which was irregular, but sought an order requiring the appellant to provide security for costs as a term of the order setting aside the dismissal.

[2] The appellant's action arose from the termination of a contract for the supply of Chinese-language materials to the Markham Public Library. The appellant was the successful bidder and entered into a contract with the City. It commenced an action alleging that the City improperly terminated the contract and sought specific performance of the contract and damages. The City defended and asserted a counterclaim.

[3] The action was dismissed by Kristjanson J. on a summary judgment motion. She awarded costs of \$50,000 to the City for the motion and action. The counterclaim was withdrawn during the course of the hearing of the summary judgment motion. CPCL appeals the dismissal of its action and the costs award.

[4] Rule 61.06(1) provides for a judge of this court to order security for costs in an appeal where it appears that (a) there is good reason to believe that the appeal is frivolous and vexatious and that the appellant has insufficient assets in Ontario to pay the costs of the appeal; (b) an order for security for costs could be made against the appellant under rule 56.01; or (c) for other good reason, security for costs should be ordered. The court may make such order for security for costs of the proceeding and of the appeal as is just.

[5] Here, the City seeks security for costs in the amount of costs already awarded in its favour (\$50,000) as well as \$20,000 in security for costs of the appeal. The City argues that the appeal is frivolous and vexatious and that the

appellant has insufficient assets in Ontario to pay the costs of the appeal. The City also relies on r. 56.01(d), that the appellant is a corporation without sufficient assets in Ontario to pay costs.

[6] The appellant contends that it has no money and no ability to post security for costs, and that any such order will effectively mean the end of its appeal because it is impecunious. It asserts that the appeal is not frivolous and vexatious, has merit, and should be permitted to continue.

[7] As the point of departure, there is no question that the appellant has insufficient assets in Ontario to pay the costs of the appeal. Its sole source of income was the terminated contract. The financial statements of the corporation for the past three years were produced, and no issue is taken that they reflect the fact that CPCL has significant liabilities and no assets, and is accordingly judgment-proof.

[8] The first question is whether the appeal is frivolous and vexatious. Here, in addition to its arguments about the weakness of the appeal (going to whether the appeal is frivolous), the City points to communications between the principal of CPCL, Mr. Cao, and the mayor and others at the City, to say the appeal is vexatious. The City says that Mr. Cao is attempting to use methods other than litigation to achieve his goal of reinstating the contract, and that his emails contain unfounded allegations of misconduct by City employees.

[9] To find that an appeal is "frivolous and vexatious" there must be something that supports the conclusion that the appeal is "vexatious" in the sense that it is taken to annoy or embarrass the respondent or has been conducted in a vexatious manner: *York University v. Markicevic*, 2017 ONCA 651 (in chambers), at paras. 19, 32 and 36; *Pickard v. London Police Services Board*, 2010 ONCA 643 (in chambers), at para. 19; and *Henderson v. Wright*, 2016 ONCA 89 (in chambers), at para. 20. Having heard Mr. Cao's arguments, and considered his notice of appeal and factum, I am satisfied that he has been pursuing the appeal with diligence and in the sincere belief that there was no justification for the termination of the contract. While he may be adopting other methods that are harassing to the City to achieve his overall objective, this conduct alone does not make his *appeal* vexatious. The City does not meet the test for security for costs under r. 61.06(1)(a).

[10] The next question is whether security for costs of the appeal should be ordered on the basis that the appellant is a corporation without assets in Ontario sufficient to pay costs.

[11] The City contends that security for costs should be ordered unless the appellant establishes that it is truly "impecunious" (without access to assets or funds), and that its appeal has some merit. If the appellant is not impecunious, security for costs should be ordered unless the appeal has a good chance of

success, see: *Zeitoun v. Economical Insurance Group* (2008), 91 O.R. (3d) 131 (Div. Ct.), at para. 50, aff'd on other grounds at 2009 ONCA 415, 96 O.R. (3d) 639.

[12] The City argues that Mr. Cao has failed to demonstrate that he is personally incapable of funding the appeal, or borrowing money. The City relies on *Crudo Creative Inc. v. Marin et al.* (2007), 90 O.R. (3d) 213 (Div. Ct.) at paras. 31-33, as authority that, where a corporate plaintiff (or appellant as in this case) has no assets and claims impecuniosity, the corporation must show that it cannot raise money through its shareholders or affiliates. The City says that there is a high onus on a party claiming impecuniosity to make full financial disclosure: *Marvello Construction v. Santos et al.*, 2017 ONSC 3913 (Master), at para. 10.

[13] The City also refers to *Yaiguage v. Chevron Corp.*, 2017 ONCA 741 (in chambers), where these principles were accepted and applied by a judge of this court: at paras. 25 and 26. The City acknowledges that a panel of this court reversed the decision (reported at 2017 ONCA 827), but contends that the basic principles that apply here were unaffected.

[14] In my view, the City underemphasizes the impact of the panel's decision in *Chevron*. It clearly signals that, while factors such as impecuniosity and merit continue to be relevant in determining whether security for the costs of an appeal should be granted, each case turns on its own facts, guided by the overriding interests of justice. The court stated at para. 25:

[E]ach case must be considered on its own facts. It is neither helpful nor just to compose a static list of factors to be used in all cases in determining the justness of a security for costs order. There is no utility in imposing rigid criteria on top of the criteria already provided for in the Rules. The correct approach is for the court to consider the justness of the order holistically, examining all the circumstances of the case and guided by the overriding interests of justice to determine whether it is just that the order be made.

[15] First, I consider the City's arguments about the appellant's impecuniosity. The City contends that Mr. Cao's financial disclosure is insufficient to conclude that, as CPCL's shareholder, he is unable to personally fund or to raise money to fund the appeal. I disagree. The evidence indicates that Mr. Cao's sole source of income was the contract that was terminated, and that he has ongoing financial problems. Although he is the registered co-owner of a house with his son, his interest is 30% and the house is heavily mortgaged.

[16] The City also contends that CPCL has not established impecuniosity unless it proves that it or Mr. Cao is unable to borrow money from a CPCL affiliate or from family and friends. It points to CPCL's reference in its materials to an entity called Beijing Publications and Distributions Group ("BPDG") as a source for that funding as well as Mr. Cao's friends and family. I disagree. There is no evidence that BPDG is a related company, or that it could be expected to fund the appeal. Mr. Cao provided evidence of CPCL's impecuniosity as well as his own. CPCL (with the City's consent) has been represented by Mr. Cao, and not by legal counsel, so

there is no necessary inference that someone is funding the litigation. The City did not cross-examine Mr. Cao on his finances or the ability of CPCL to raise money. And it is unreasonable to suggest, as the City does here, that Mr. Cao was obliged to provide evidence that no friend or family member could lend him money to fund an order for security for costs in CPCL's appeal.

[17] I am satisfied on a balance of probabilities that the appellant is impecunious. I turn now to consider the merits of the appeal.

[18] In granting summary judgment, the motion judge concluded that the City was entitled to terminate the contract on 30 days' notice without cause (or, as described in the contract "for convenience"), and that this was the basis on which the City gave notice of termination. The motion judge also found that there had been a number of breaches of the contract which would have justified termination for cause, such that the City was acting in good faith when it terminated the contract.

[19] The appeal challenges the motion judge's factual findings and interpretation of a contract, both of which attract a deferential standard of review. The appellant points to evidence that he says reveals an improper motive for the City's termination of the contract, and he takes issue with the alleged breaches. The appellant also asserts that he was denied procedural fairness because his first language is Mandarin and there were parts of the proceeding before the motion

judge that he did not understand. As in this court Mr. Cao had the assistance of an interpreter at the summary judgment motion, and he filed a lengthy factum which the motion judge had clearly read and considered. The appeal appears to have little chance of success.

[20] I turn to other considerations. In my view, the City is overreaching in this case when it seeks to include in an order for security for costs in this court, the costs it was awarded in the Superior Court. The City contends that the appellant is in default of the \$50,000 costs order, however the automatic stay under r. 63.01(1) means that CPCL is not in default of the costs order while its appeal is pending. Moreover, the City did not obtain an order for security for costs in the court below, and absent an order for security for costs in this court, would not be able to look beyond CPCL for satisfaction of that costs award.

[21] I am also satisfied that the order for security for costs sought by the City, even if its costs in the Superior Court were not included, would effectively bring an end to the appeal and that this, as well as the attempt to recover the costs already awarded in its favour, is the City's motivation in seeking the order. The panel noted in *Chevron* that "[c]ourts must be vigilant to ensure an order that is designed to be protective in nature is not used as a litigation tactic to prevent a case from being heard on its merits" (at para. 23).

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[22] In these circumstances, I am not satisfied that it would be just to make an order for security for costs against CPCL. Accordingly, the City's motion is dismissed. The order of the Registrar is set aside. The appellant shall have until December 22, 2017 to perfect its appeal.

[23] There will be no costs of these motions.

K. A. Bhingga

COURT OF APPEAL FOR ONTARIO

CITATION: Chinese Publications for Canadian Libraries Ltd. v. Markham (City),
2018 ONCA 413
DATED: 20180502
DOCKET: C64066

Doherty and Pepall JJ.A. and Gray J. (*ad hoc*)

BETWEEN

Chinese Publications for Canadian Libraries Ltd.

Plaintiff (Appellant)

and

City of Markham and Markham Public Library

Defendants (Respondents)

Qiang Li Cao, for the plaintiff (appellant)

David G. Boghosian and Magdalena Fish, for the defendants (respondents)

Heard: April 27, 2018

On appeal from the order of Justice Kristjanson of the Superior Court of Justice,
dated June 20, 2017.

REASONS FOR DECISION

[1] This is an appeal from a summary judgment proceeding in which the appellant's claim was dismissed.

[2] The trial judge found that the operative terms of the contract allowed the respondents to terminate the agreement without cause on 30 days' notice.

Page: 2

[3] The motion judge found that the respondents exercised that right in good faith. Her interpretation of the contractual provisions reveals no error. Her factual findings were warranted on the record.

[4] We cannot interfere on appeal.

[5] We note some uncertainty as to the exact date on which the notice became effective. However, whether the notice took effect in March, April or mid-May (as the respondents accept), there was no evidence that the respondents did not make whatever payments it was obliged to make during the notice period.

[6] The allegations of procedural unfairness are without merit. Mr. Cao was given a full opportunity to put the appellant's position forward in writing and orally. The motion judge fully appreciated that position. Any difficulties Mr. Cao has with English did not materially prejudice the appellant or impair the appearance of procedural fairness.

[7] Leave to appeal a cost order is granted sparingly. There are no grounds to grant leave to appeal in this case. We do not accept the submission that the respondents made the matter unnecessarily complicated and thereby incurred unnecessary costs. In some respects, this was a factually complicated matter.

[8] The appeal is dismissed.

[9] If the respondents advise the court within seven days, that they are not seeking costs of the appeal, the appeal shall be dismissed without costs. If the

Page: 3

respondents choose to seek costs, they shall serve and file written submissions, of five pages or less, within 21 days of the release of these reasons. The appellant shall have 21 days from the service of those written submissions to serve and file its submissions on costs. Those submissions shall not exceed five pages.

Roberts TH

Atyepell TH

R. K. Jorgensen (ad hoc)

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

FINANCIAL STATEMENTS

December 31, 2014

LONG & QIN CHARTERED ACCOUNTANTS

1359 Martley Dr., Mississauga ON L5H 1P1; Tel: 416-875-9068; Email: longqin.ca@gmail.com

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
(incorporated under the laws of Ontario)

BALANCE SHEET

(unaudited)

(prepared for income tax purposes only)

December 31	2014	2013
Assets		
Current assets		
Cash and deposits	\$ –	\$ 1,763
Account receivables	239,177	–
Inventory	32,279	–
Prepaid expense	2,304	–
	273,761	1,763
Long-term assets		
Computer and software (net)	2,371	–
Furniture and equipment (net)	1,413	–
	3,784	–
	277,544	1,763
Liabilities and equities		
Current liabilities		
Bank overdraft	8,149	–
Account payables and accrued liabilities	11,745	–
HST payable	16,109	–
Due to shareholder	288,067	49,494
	324,069	49,494
Shareholder's equity		
Common shares	100	100
Retained earnings (deficits)	(46,625)	(47,831)
	(46,525)	(47,731)
	\$ 277,544	\$ 1,763

Approved on behalf of the Board

Director

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

(incorporated under the laws of Ontario)

Statement of Earnings and Retained Earnings

(unaudited)

(prepared for income tax purposes only)

For the year ended December 31	2014	2013
Sales	\$ 220,940	\$ –
Cost of goods sold	116,998	–
Gross profit	103,942	–
Expenses		
Advertising and promotion	123	–
Amortization	1,056	–
Bank service charges	693	–
Insurance	382	–
Meal and entertainments	123	2,000
Membership fee	400	–
Office expense	7,809	–
Professional fee	1,100	300
Rental	12,236	11,681
Salaries and wages	56,975	–
Storage cost	1,870	–
Travel expense	8,732	–
Telephone & internet	1,188	765
Vehicle expenses	9,554	3,000
WSIB expense	494	–
	102,736	17,746
Earnings (losses) before income taxes	1,206	(17,746)
Income taxes	–	–
Net earnings for the year	1,206	(17,746)
Retained earnings (deficits), beginning of year	(47,831)	(30,085)
Retained earnings (deficits), end of year	\$ (46,625)	\$ (47,831)

*Approved on behalf of the Board**Director*

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

FINANCIAL STATEMENTS

December 31, 2016

LONG & QIN CHARTERED ACCOUNTANTS

1359 Martley Dr., Mississauga ON L5H 1P1; Tel: 416-875-9068; Email: longqin.ca@gmail.com

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
(incorporated under the laws of Ontario)

BALANCE SHEET

(unaudited)

(prepared for income tax purposes only)

December 31	2016	2015
Assets		
Current assets		
Cash and deposits	\$ 2,934	\$ 42,257
Account receivables	–	55,804
Inventory	46,431	36,279
Prepaid expense	15,618	15,618
	64,983	149,958
Long-term assets		
Computer and software (net)	613	1,362
Furniture and equipment (net)	2,002	2,503
	2,615	3,865
	67,598	153,823
Liabilities and equities		
Current liabilities		
Account payables and accrued liabilities	33,709	39,266
HST payable	(3,476)	10,630
Due to shareholder	230,658	159,726
	260,891	209,622
Long-term liabilities		
Loan payable	54,560	68,200
Shareholder's equity		
Common shares	100	100
Retained earnings (deficits)	(247,953)	(124,099)
	(247,853)	(123,999)
	\$ 67,598	\$ 153,823

Approved on behalf of the Board

Director

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
(incorporated under the laws of Ontario)

Statement of Earnings and Retained Earnings

(unaudited)

(prepared for income tax purposes only)

For the year ended December 31	2016	2015
Sales	\$ 5,870	\$ 297,992
Cost of goods sold	4,901	171,006
Gross profit	968	126,986
Grant	–	22,473
	968	149,459
Expenses		
Advertising and promotion	–	4,403
Amortization	1,250	1,851
Business license and registration	–	20
Bank service charges	629	2,183
Insurance	748	764
Interest expenses	5,081	3,069
Meal and entertainments	–	568
Membership fee	–	–
Office expense	912	8,818
Professional fee	1,680	2,070
Legal Expense	507	–
Rental	25,450	21,630
Salaries and wages	84,787	162,431
Storage cost	–	2,316
Telephone & internet	719	720
Travel expense	–	5,289
Vehicle expenses	2,383	9,171
WSIB expense	982	1,629
Penalty	263	–
Foreign Exchange Gain and Loss	(568)	–
	124,823	226,933
Earnings (losses) before income taxes	(123,854)	(77,473)
Income taxes	–	–
Net earnings for the year	(123,854)	(77,473)
Retained earnings (deficits), beginning of year	(124,099)	(46,625)
Retained earnings (deficits), end of year	\$ (247,953)	\$ (124,099)

Approved on behalf of the Board

Director

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.

FINANCIAL STATEMENTS

December 31, 2015

LONG & QIN CHARTERED ACCOUNTANTS

1359 Martley Dr., Mississauga ON L5H 1P1; Tel: 416-875-9068; Email: longqin.ca@gmail.com

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
(incorporated under the laws of Ontario)

BALANCE SHEET

(unaudited)

(prepared for income tax purposes only)

December 31	2015	2014
Assets		
Current assets		
Cash and deposits	\$ 42,257	\$ –
Account receivables	55,804	239,177
Inventory	36,279	32,279
Prepaid expense	15,618	2,304
	<u>149,958</u>	<u>273,761</u>
Long-term assets		
Computer and software (net)	1,362	2,371
Furniture and equipment (net)	2,503	1,413
	<u>3,865</u>	<u>3,784</u>
	<u>153,823</u>	<u>277,544</u>
Liabilities and equities		
Current liabilities		
Bank overdraft	–	8,149
Account payables and accrued liabilities	39,266	11,745
HST payable	10,630	16,109
Due to shareholder	159,726	288,067
	<u>209,622</u>	<u>324,070</u>
Long-term liabilities		
Loan payable	68,200	–
Shareholder's equity		
Common shares	100	100
Retained earnings (deficits)	(124,099)	(46,625)
	<u>(123,999)</u>	<u>(46,525)</u>
	<u>\$ 153,823</u>	<u>\$ 277,544</u>

Approved on behalf of the Board

Director

CHINESE PUBLICATIONS FOR CANADIAN LIBRARIES LTD.
(incorporated under the laws of Ontario)

Statement of Earnings and Retained Earnings

(unaudited)

(prepared for income tax purposes only)

For the year ended December 31	2015	2014
Sales	\$ 297,992	\$ 220,940
Cost of goods sold	171,006	116,998
Gross profit	126,986	103,942
Grant	22,473	–
	149,459	103,942
Expenses		
Advertising and promotion	4,403	123
Amortization	1,851	1,056
Business license and registration	20	–
Bank service charges	2,183	693
Insurance	764	382
Interest expenses	3,069	–
Meal and entertainments	568	123
Membership fee	–	400
Office expense	8,818	7,809
Professional fee	2,070	1,100
Rental	21,630	12,236
Salaries and wages	162,431	56,975
Storage cost	2,316	1,870
Telephone & internet	720	1,188
Travel expense	5,289	8,732
Vehicle expenses	9,171	9,554
WSIB expense	1,629	494
	226,933	102,736
Earnings (losses) before income taxes	(77,473)	1,206
Income taxes	–	–
Net earnings for the year	(77,473)	1,206
Retained earnings (deficits), beginning of year	(46,625)	(47,831)
Retained earnings (deficits), end of year	\$ (124,099)	\$ (46,625)

Approved on behalf of the Board

Director

Associated Bailiffs & Co. Ltd.
61 McCORMACK STREET.TORONTO.M6N - 1X8
LICENSED BAILIFF WARRANT UNDER CHATTEL MORTGAGE & LIEN NOTES
TEL:416-766-1444 FAX:416-766-5371

My Bailiff Greeting:

DISTRAIN the Goods and Chattels of
CHINESE PUBLICATION FOR CANADAIN LIBRARIES LTD.
CAO (FRANK) QIANGLI

the Tenant of the premises situated at UNIT 105 – (first floor)
716 GORDON BAKER RD., TORONTO

for the sum of being the amount of \$6,682.82 PLUS COSTS

RENT due me

and for your so doing, this shall be your sufficient Warrant and Authority.

We hereby agree to protect and indemnify you against any and all claims for damages and costs which may be made against you by reason of your Authorized acts under this warrant, including Retail Sales Tax Act Section 22 Deemed Trust Claims.

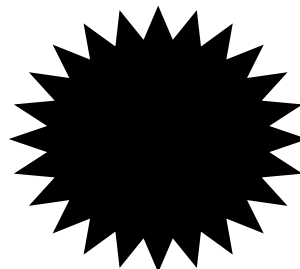
DATED August 30, 2017

PINEBUSH LIMITED PARTNERSHIP

FRATELL PROPERTY MANAGEMENT
CHRIS REID
416 399-5031

SUPER ON SITE JOHN SADGROVE 416 271 7707

Warrant No. HR-30-21-17



Associated Bailiffs & Co. Ltd.
61 McCORMACK STREET.TORONTO.M6N - 1X8
LICENSED BAILIFF WARRANT UNDER CHATTEL MORTGAGE & LIEN NOTES
TEL:416-766-1444 FAX:416-766-5371

NOTICE OF DISTRESS

TENANT: CHINESE PUBLICATION FOR CANADIAN LIBRARIES LTD.
CAO (FRANK) QIANGLI
ADDRESS: UNIT 105 – 716 GORDON BAKER RD., TORONTO
LANDLORD: PINEBUSH LIMITED PARTNERSHIP

\$6,682.82 PLUS COSTS

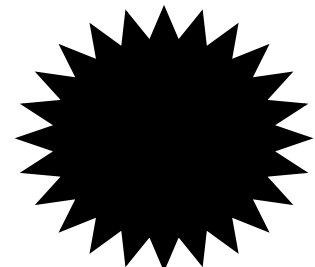
TAKE NOTICE THAT ASSOCIATED BAILIFFS & CO. LTD. AGENTS FOR THE LANDLORD HAVE TAKEN DISTRESS AGAINST YOUR GOODS AND CHATTELS LOCATED AT THE ABOVE MENTIONED PREMISES PURSUANT TO THE PROVISIONS OF THE LEASE BETWEEN YOU AND THE LANDLORD AND PURSUANT TO THE PROVISION OF THE COMMERCIAL TENANCIES ACT.

AND TAKE NOTICE THAT IF YOU DO NOT WITHIN FIVE DAYS FROM THE DATE OF SERVICE UPON YOU OF THE NOTICE HEREIN, REPLEVY THE SAME GOODS AND CHATTELS BY PAYING THE ARREARS OF RENT AS AFORESAID THE SAID GOODS AND CHATTELS SHALL BE APPRAISED BY TWO APPRAISERS IN ACCORDANCE WITH THE PROVISIONS OF THE COMMERCIAL TENANCIES ACT AND SHALL THEREAFTER BE SOLD FOR THE BEST PRICE THAT CAN BE GOT FOR THEM TOWARDS SATISFACTION OF RENT FOR WHICH THEY WERE DISTRESSED AND THE CHARGES OF SUCH DISTRESS, APPRAISEMENT AND SALE. SECTION 53 OF THE COMMERCIAL TENANCIES ACT.

AND FURTHER TAKE NOTICE THAT IT HAS BEEN NECESSARY FOR THE PROTECTION OF YOUR GOODS AND CHATTELS AND FOR THE PROTECTION OF THE LESSOR'S RIGHT OF DISTRESS THAT THE LOCK ON THE ENTRY TO THE SAID PREMISES BE CHANGED, BUT NOT WITHSTANDING THE CHANGE OF THE LOCK BY THE LANDLORD FOR THE PURPOSE OF PROTECTION OF THE SAID GOODS AND CHATTELS TAKE NOTICE THAT THE LANDLORD HAS NOT TERMINATED THE LEASE AND YOUR RIGHTS AS TENANT TO THE SAID PREMISES CONTINUE TO BE RECOGNIZED AND YOU MAY UPON REQUEST TO THE LESSOR RE-ENTER THE LEASED PREMISES AND CONTINUE TO OCCUPY SAME AND USE SAME SUBJECT TO THE LANDLORD'S RIGHT OF DISTRESS AS SET OUT HEREIN.

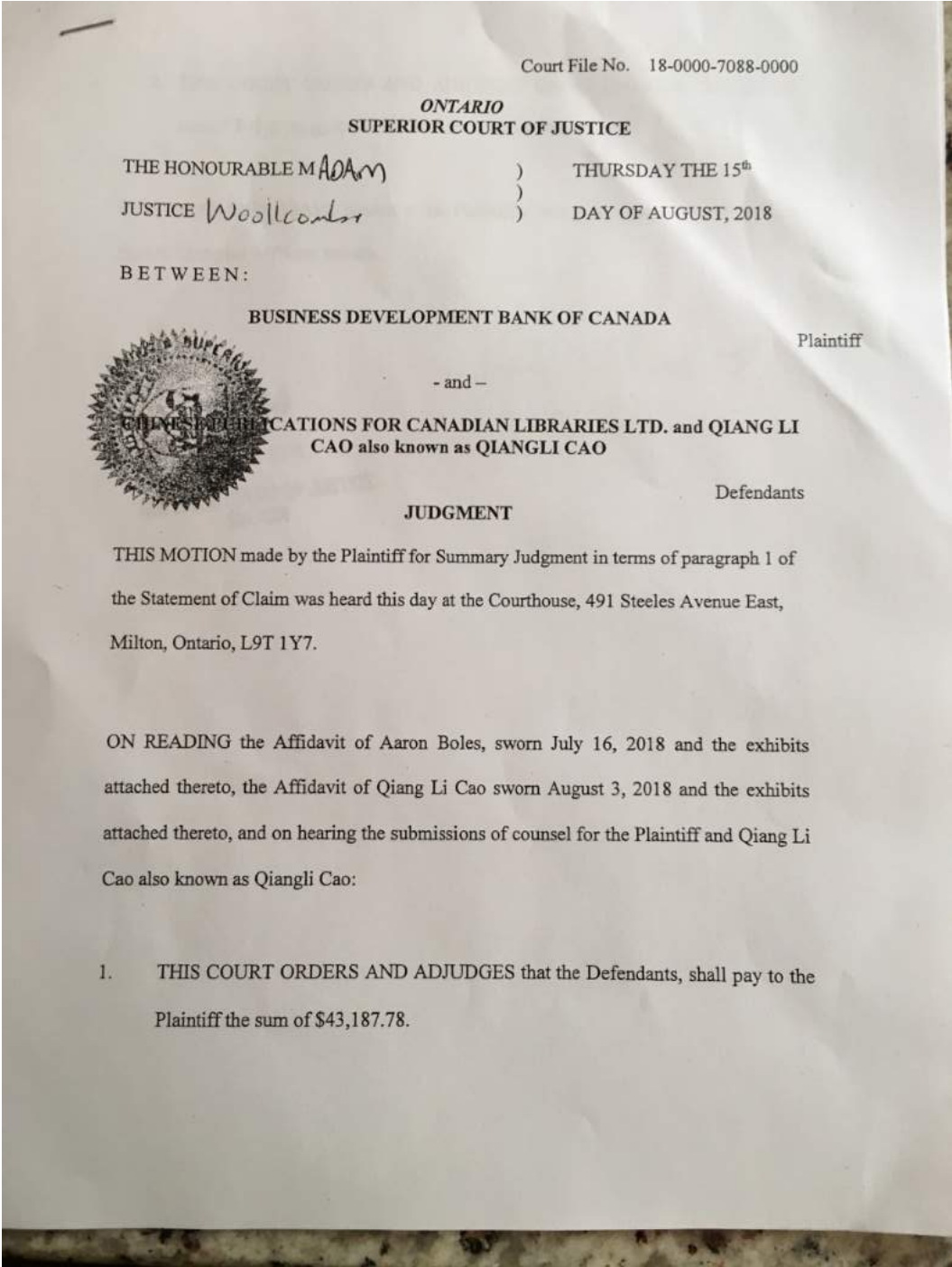
AND TAKE NOTICE THAT IF YOU WISH TO REPLEVY THE GOODS AND CHATTELS AS AFORESAID OR IF YOU WISH TO OBTAIN ANY FURTHER INFORMATION IN RESPECT TO THIS MATTER YOU MAY CONTACT THE LANDLORD OR ASSOCIATED BAILIFFS & CO. LTD. , AGENTS FOR THE LANDLORD.

DATED August 30, 2017



邮件 - Cao Qiangli - Outlook

2019/9/6



FARBER1220 Sheppard Avenue East
Suite 300, Toronto
ON M2K 2S5
CanadaOffice: +1 (416) 496-1200
Fax: +1 (416) 496-9651**CONSUMER PROPOSAL REMINDER SHEET**

QIANG LI CAO, CAOQ01

To obtain your certificate of full performance from your Consumer Proposal, we remind you that **you MUST do all of the following:**

INITIAL PAYMENT OF \$750 AND MAKE PAYMENTS OF: \$ 750 FOR 59 MORE MONTHS,
BEGINNING 05/28/19 06/15/19 Qiang Li

- ATTEND 2 COUNSELLING SESSIONS
- KEEP US ADVISED OF ANY CHANGE IN YOUR ADDRESS

Counsellor 1st Counselling Jane Woo	Location 1220 Sheppard Ave. E., Suite 300, Toronto	Date May 8, 2019	Time 11:30 AM
Counsellor 2nd Counselling Jane Woo	Location 1220 Sheppard Ave. E., Suite 300, Toronto	Date June 12, 2019	Time 11:30 AM

IMPORTANT

1st counselling **MUST** be done between 10 and 60 days after date of filing

2nd counselling **MUST** be done no earlier than 30 days after 1st counselling and within 210 days of filing

IF YOU NEED TO RESCHEDULE PLEASE CALL OUR CLIENT SERVICE TEAM AT 1-888-4FARBER (1-888-432-7237) or email us at cst@afarber.com

If you would like to get an update on the voting process during the prescribed 45 days, you may also call 1-888-432-7237. Please note that we cannot say for certain what the outcome is until the end of the 45 day period, we can only give the voting trend at the time you call.

OTHER ITEMS REQUIRED BY THE ADMINISTRATOR

* ATTEND 1ST MEETING OF CREDITORS – where requested



You may experience delay in receiving your personal income tax refund, if any, for the year of your proposal. If Canada Revenue Agency is a creditor, irrespective of whether you file a provisional (pre- and post) return CRA might offset a (pre-) part of your tax refund for the year of the proposal against your prior debts to CRA. CRA will make the decision to release all or part of your income tax refund after conducting their own due diligence. The trustee/administrator has no ability to intervene. In this regard, the CRA insolvency department may only be contacted by the tax payor by calling 1-866-248-1576

March 20, 2019

QIANG LI CAO

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N O : 20151022

up to 结至2015年12月22日止

发货日期 DATE	摘要 REFERENCE	付(借)方 DEBIT	收(贷)方 CREDIT	差额 BALANCE	备注
2015/2/22	音像制品 (S)	120,055.67			详见15ACFA001清单
	海运费	3,902.20			
2015/6/8	音像制品 (S)	33,950.74			详见15ACFA002清单
	海运费	1,302.23			
2015/7/22	图书B1-B10	140,087.92			详见15ACFA003清单
TOTAL 合计金额 (RMB)		173,000.00	0.00	173,000.00	

经办人：陈锋

汇款信息:

Swift code: BKCH CN BJ 720

INVOICE

ORDER NO: 172997

DATE:2015-12-25

寄件人(CONSIGNOR) :		收件人(CONSIGNEE) :	
Yi-Hsin Publishing Company Ltd. Mr. LIN TEL:02-2707-3838 FAX:02-2701-1633 ADD:No.16, Lane 256, Rui-An St., Taipei,Taiwan		CHINESE PUBLICATIONS FRO CANADIAN LIBRARIES LTD. QIANGLI CAO TEL: 1-416 800 5169 / 1-647 887 8767 ADD : 105-716 Gordon Baker Road ,Toronto,ON. Canada M2H 3 B4 E-mail Address: library@ccbooks.ca	
DESCRIPTION OF GOODS (品名)	QUANTITY (數量)	UNIT PRICE (單價)	AMOUNT(總價) CAD
Marc Datas of books & DVDs (数据)	3103 pieces		\$25,686.00
需蓋公司發票章及大小章			
  		Goods total: 14270 All Taxes included Total(CAD): 25,686.00	

759

借款

因公司 (Chinese Publications for Canadian Libraries Ltd) 急需资金, 今向贵群
借款贰万加币整 (CAD 20000.00)。

带强利做担保。3月内还款。

根据目前情况还
款日期再推迟几个月
但支付利息。

公司法人签字。

曹强利

May. 5. 2016

November 16,
2016

65

A65

94!

图书质素不符预期兼延送 涉事图书公司遭终止合约

发布：2017-12-11 来源：明报新闻网



用微信扫描二维码，分享至好友和朋友圈

【明报专讯】万锦市议员杨绮清表示，市府终止涉事图书公司的合约是因为该公司提供的图书质素不符预期，而且图书付运时间延误。然而，官司并不影响万锦市内公共图书馆中文图书的供应，因为参与投标中第二低价的公司将会向市府提供中文书籍。

杨绮清表示，市府透过暗标，向参与竞投而又提供最低价格的公司购买图书。市府选择中标者时，除考虑对方的建议价外，还顾及对方付运是否准时。市府拣定中标者后，便与之签订合同，而市内所有图书馆的中文图书均由一间供应商提供。由于今次涉事的公司仍处于上诉阶段，故市府不便评论太多。

根据提出上诉的图书公司网上资料，声称该公司与中国、香港和台湾地区的出版商有 20 年的出版合作经验。

2008 年该公司在多伦多注册成立「中加图书桥」(China Canada Book Bridge)公司，旨在透过引入中文图书，将中国文化介绍到加拿大。

3 年后，该公司将加拿大图书馆作为唯一的消费者，并把公司改名为「加拿大图书馆中文读物公司」(Chinese Publications for Canadian Libraries Ltd, CPCL)。自那时起，该公司称专门为加拿大图书馆提供图书分类和加工服务，其后愈来愈多加拿大公共图书馆接受该公司的服务，成为加拿大图书馆正式供应商之一。」

中文读物公司恶鬥萬錦市府 資金不足堅持上訴獲官恩准**圖書供應合約輸官司賠 5 萬**

【明報專訊】加拿大圖書館中文读物公司(Chinese Publications for Canadian Libraries Ltd.)狀告萬錦市政府及萬錦市公共圖書館，稱市府不適當終止合約，要求萬錦市府履行合約並賠償損失，而市府在答辯的同時還提出反訴。安省上訴庭法官為了避免上訴人因資金不足而

無法打官司，最終批准給予更充裕時間，讓該公司繼續上訴。

該案在初審時，法官 Kristjanson J.判中文讀物公司敗訴，還要向萬錦市府賠償 5 萬元。但法官同時也駁回市府的反訴要求，中文讀物公司於是就此提出上訴。

萬錦市府聲稱，中文讀物公司沒有足夠的資產用於支付上訴費用，同時上訴的理由也是輕率的無理取鬧。而讀物公司則表示，雖然他們確沒有資金和能力上繳付擔保賠款，也的確會因此結束上訴，但上訴本身並非輕率和無理取鬧，相反是有理據，應該允許繼續下去。

上訴庭法官認為，中文讀物公司缺乏資產能力已是毋庸置疑的事實，至於他們的上訴理由是否輕率和無理取鬧，是上訴庭需要決斷的焦點。

萬錦市府稱，讀物公司主席曹氏(Cao，音譯)試圖用訴訟以外的其他方法來實現恢復合約的目標，而且他的電子郵件中，對市政府僱員作毫無根據的指責，稱市府僱員行為不當。

法官聽取了曹氏的論點並審議了上訴和事實後認為，曹氏一直在努力地進行上訴，並且真誠相信沒有理由終止合約。雖然他可能會採取其他騷擾性的方法，試圖實現他的總體目標，但這一行為本身並沒有證明他的上訴理由是無理取鬧。

法官還認為，有證據表明曹氏的唯一收入來源是上述被終止的合約，而且他還有財務上的問題。雖然他是其兒子的房產物業註冊的共同所有者，但他只佔房屋產權的三成權益，而且該房的房貸比率很高。此外，也沒有證據顯示，曹氏可從其他渠道獲得資金作為上訴的賠付保證。原審法官認為，萬錦市府有權在不必提供理由的情況下，提前 30 天通知後就終止合約；而且原審法官還發現，上訴人涉及一些違反合約的行為，使萬錦市府有理由終止合約。

但讀物公司質疑原審法官的調查結果和對合約的解釋，並指萬錦市府終止合約的動機不正確，而且原審法官竟然認可所謂的「違規行為」。

曹聲稱，因為他的第一語言是普通話，他被剝奪了程序上的公平性，而且在原審法官面前有一些他不了解的程序。

為避免市府利用曹的資金不足的狀況使他無法上訴，上訴庭法官還是判決，曹應在 2017 年 12 月 22 日前完成上訴。

CONFIDENTIAL



To: Mayor and Members of Council
 From: Matthew Vetere, Senior Financial Analyst
 Tony Casale Senior Construction Buyer

Date: April 5, 2016

Subject: Termination of Contract 285-R-13 Markham Public Library Material & Processing Services – Chinese Materials Only

The purpose of this memorandum is to provide clarification regarding Recommendation # 8 in the report entitled "Termination of Contract 285-R-13 Markham Public Library Material & Processing Services – Chinese Materials Only".

On April the 4th during the General Committee meeting questions were raised regarding Recommendation # 8 which pertained to the financial numbers reflected in the report. The current verbiage in the report states the following;

- 8) And That the Southeast Library – Opening Day Collection (account 070-5350-13892-005) be increased by a maximum of \$354,755 from \$2,157,067 to \$2,511,822, subject to final negotiated prices for Chinese materials, funded 90% from the Development Charges Reserve and 10% from the Non-DC Growth Reserve Fund;

Clarification:

The original budget allocated to the Opening Day Collection for the Southeast library was \$2,991,000 and due to favourable pricing at time of tender award the budget was amended to \$2,157,067.05 (\$2,991,000.00 - \$833,932.95 = \$2,157,067.05) as outlined in the table below;

Original Project Budget (Project 13892)	\$2,991,000.00 A
Budget available at time of tender issuance	\$2,320,500.00 B
Less: Original award	<u>(\$1,486,567.05) C</u>
Budget remaining (returned to original funding source)	\$833,932.95 D=B-C
Budget after award	\$2,157,067.05 A-D
Additional funding request	<u>\$354,755.00</u>
Revised Budget	\$2,511,822.05

In conclusion, Staff recommends that the recommendation remain unchanged.

Meeting Jan. 20 - SL/AB/PC/FC/VG

- SL - (cat + process ~~ing~~ of DVPS)
- ① → do not any info on covers of DVDs (ask us first)
 - ② → if 10 discs, ask for bigger cases hold on → only 1 cat record link as v. 1 + v. 2, with ^{spine label} ind. vol.
- FC - now only selecting up to 10 discs
- ✓ should not happen again
 - if 1 package, + you cat as 2 units, what you charge as the purchase (saying would divide in (not clear explanation) half)
 - keep as 2 products not one
 - govt controls dist. of ISBN; limit published to volume
 - packaging needs to match contents
 - ✓ e cover must be correct
- multivolume sets

2015 invoices to be adjusted

- prices → "misunderstanding"
- did not intend to give a false price but gave a low price with no space
 - ① ~~real issue~~ - low bid price
 - ② intl business - pay in US \$, cannot control → charge a little higher, overcharged bid prices
 - never complained, you can ask a lawyer
 - any adjustment affects price
 - e CO price low but anything at \$6 is low. "rubbish"

(2)

- did not read profile properly + sent 6c
- lower # of copies is more work.
- wants to negotiate new contract prices → study law about it.
- percentage inc. is not enough
- a justice issue

PC - tried to explain re \$, service

① Summary to all O/Ps

- LP
- MS

→ legal stance
on charging invoice

+ ask Tony.

~~column~~ will
adjusting 4 invoices. → in email.

→ problems with wrong title.

- fee for cat, unrealistic ^{was told we would accept but will not}
- doesn't think we are right
- need to be fairly treated, "we are cruel"
- give him no time to explain
- feels did everything according to the truth
- takes lots of returns

→ reminded Frank that he should wait for our ^{not always} responses + not assume things, for example, here.
Japanese DVDs + sending Aug returns

to China → may not go if many
 TW -

(3)

will give
 schedule.

AB : propels for 2016

- juw - only BB + dual large JP

- low budget

- CDs - only most popular
 top 10. only adult

DVDs - reg coding - & Reg 3.

must be 0,1 playable

br. - must match to profile

too staff intense

T - trad

HK

not

TW

70%

S - sup.

30%

budget - going down, not sure of
 final.

→ agrees to profile change

→ but why not prices too

He thinks he is the best supplier for China.

Xant
 RH in Doc

Juw fiction - too difficult / not. R.H.

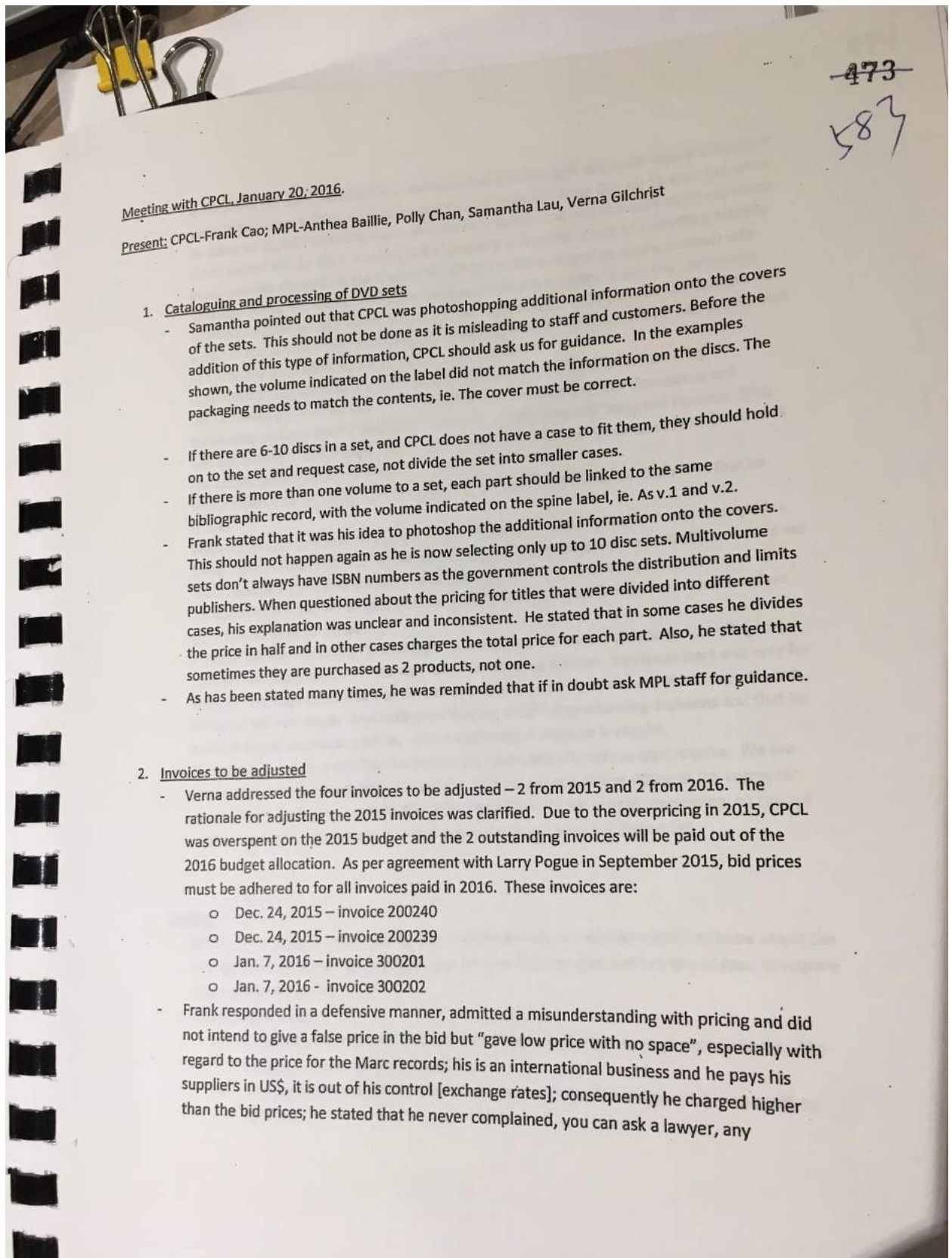
- he can give me date imported.

* informed him at Feb. 12/15 mty that juw fiction
 was too difficult for children.

? CDs - TW - language. FC listened
 on laptop. wrong laptop.

→ bks - 2 shipments
 by air - cost \$

→ explained to FC that it is the same
 with all vendor - prices change,
 wrong items get returned.



adjustment [to quantities?] affects pricing because he thought you could supply 6 copies of everything; when bidding on CDs, he saw that he could purchase CDs for \$6 each but when he came to actually selecting them, they were "rubbish" and had to supply more expensive titles; stated that he did not read profiles properly and sent 6 copies of everything initially; lower number of copies is more work [for CPCL]; wants to negotiate a new contract with different prices; we should study the law about it; this is a 'justice' issue; the percentage increase allowed in 2017 in the contract is not high enough. Polly pointed out that this was a part of the contract that was his responsibility to include. At this point he was yelling, was not listening and had to be told to stop yelling twice.

- Polly tried to explain how the services and budget work but he was not listening.
- Verna reminded him that she would be writing up a summary of our discussions and forwarding to Larry and Michelle who would then follow up with Tony and Finance. They had the oversight of the legal stance of the contract. This was repeated several times until the conversation had to be ended.
- When asked if he would be adjusting the 4 invoices several times, he finally said that he would.
- Frank continued to argue his points. He said there were lots of problems with wrong titles being returned and that the fee for cataloguing was unrealistic. He had initially been told we would accept Beijing records but in the end they were not up to our standards.
- He doesn't think we were right, that he is being unfairly treated, that we are cruel and we gave him no time to explain.
- He feels he did everything "according to the truth" and took lots of returns including the Korean and Japanese DVDs. He was reminded that we told him that is contract was only for Chinese language materials, not Korean or Japanese, and he didn't wait for a response but made up his own mind. Was reiterated that he should stop assuming decisions and that he needed to communicate with us, ask for clarification when he is unsure.
- This also applied to resending the previously rejected DVDs from August returns. We are not always here, he is not our only vendor, and we are not always sitting at the computer monitoring emails. He needs to be patient and if we are too long in responding, he can ask again. He should not assume consent just because we have not responded.

3. Profiles:

- Although he does not have the new profiles in writing, we wanted to let him know about the changes that he would be seeing so that he was not surprised and has lots of time to acquire appropriate materials.
- The changes include:
 - o Children's material will only be board books and dual language picture books. The budget in this area will be reduced.
 - o CDs should include the top 10 adult releases only. The budget in this area will be reduced.

- DVDs must be playable on Canadian DVD players. There should ONLY be region 1 and 0. We will return ALL region 3 titles going forward.
- Branch distribution must match the profile. Errors in this area causes significant workload problem across the entire system. We will not accept errors in this area again. This will be reflected in the new profiles.
- The breakdown between traditional and simplified is changing to 70% Traditional and 30% Simplified.
- Traditional material is expected to come from Hong Kong. Most of our residents are from the HK area and do not like the TW material.
- We have experienced budget cuts from the city and do not yet have a PO for this year. Please expect the overall budget to be lower than 2015.
- Frank responded that he agreed with the profile changes, but if the profile is changing why can the prices not also change?
- He stated he is the best supplier and we cannot get anyone else to do better or charge better prices.

4. Juvenile Fiction

- Discussed difficulty of the JFic title "Rabbit Hill" received in December 2015. He was not happy when he said we would be returning the title. He was reminded that we had been telling him all year that JFIC was too hard and we needed material suitable for Chinese children born in Canada. He challenged this and said that he did not know. Verna looked up our communication summary and he has been told multiple times since February 2015.

5. CDs

- Discussed the CDs in Taiwanese that were received in December 2015. Verna explained that the staff here listened to them and could not understand the lyrics despite having a Mandarin and Cantonese background. He said we couldn't return them just because we didn't like them. It was reiterated that it has to be Cantonese or Mandarin language track, not Taiwanese. MPL will be returning them.

6. Miscellaneous comments

- Frank mentioned that he had 2 shipments that arrived Wednesday January 19th by air that was very expensive and he is expecting more material by the end of January.
- Responding to Frank's continued statements of unfair treatment, Verna explained that all vendors are treated the same with regard to returns and monitoring of shipments. Unsuitable material is returned regardless of the supplier.



Report to: General Committee

Meeting Date: April 4, 2016

SUBJECT: Termination of Contract 285-R-13 Markham Public Library
Material & Processing Services – Chinese Materials Only

PREPARED BY: Larry Pogue, Director Administration, Markham Public
Library, Ext. 5986
Tony Casale, Senior Construction Buyer, Ext. 3190

RECOMMENDATION:

- 1) That the report entitled "Termination of Contract 285-R-13 Markham Public Library Material & Processing Services – Chinese Materials Only" be received;
- 2) And That Staff be authorized to terminate contract 285-R-13 with Chinese Publications for Canadian Libraries ("CPCL") for Chinese materials;
- 3) And That Staff be authorized to place CPCL on a list of disqualified vendors for a period of two years (during which time CPCL will not be eligible to participate in any City tender process, or provide goods or services to the City);

- 10) AND THAT Staff be authorized and directed to do all things necessary to give effect to this resolution.

PURPOSE:

To obtain approval to terminate the contract with Chinese Publications for Canadian Libraries ("CPCL") for Chinese language materials.

BACKGROUND:

Council approved the award of Contract 285-R-13, Markham Public Library Material & Processing Services on June 9, 2014. The Contract was awarded to Library Services Centre ("LSC") for items 1 – 4 and Chinese Publications for Canadian Libraries ("CPCL") for items 5 and 6. The contract commenced in June 2014 and expires in December 2018. The contract covered requirements for Markham Public Library Collections which consisted of the following elements:

1. Annual Collection for the seven (7) current branches, English & French materials
2. Opening Day Collection for South East Branch – English & French materials
3. Annual Collection for the seven current branches, Multilingual materials – Asian & European language materials
4. Opening Day Collection for South East Branch, Multilingual materials – Asian & European language materials
5. Annual Collection for the seven (7) current branches, Multilingual materials – Chinese only
6. Opening Day Collection for South East Branch, Multilingual materials – Chinese only

OPTIONS/ DISCUSSION:

Since awarding the contract for Chinese language materials to CPCL, performance levels from CPCL have not met the expectations of the Markham Public Library (the "Library"). Staff communicated issues and concerns to CPCL on several occasions from their first delivery of items in December 2014, and ongoing throughout 2015.

On August 17, 2015, Staff formally notified CPCL that contract requirements were not being met. On an ongoing basis the Library experienced poor fulfillment rates and deliveries were not meeting the required targets. Moreover, Library Staff identified numerous cataloguing / processing errors, and confirmed that the expenditure strategy and plan were not being fulfilled by CPCL. Staff forwarded further communications in September 2015 regarding concerns of CPCL's ability to fulfill the requirements of the contract as outlined below;

Performance Issues

Fulfillment Rates/Expenditure Strategy Plan

CPCL was slow to achieve fulfillment rates throughout both 2014 and 2015. The uneven supply of materials in both years has created material shortages, impacting public service, and workload issues for Library Staff dealing with large shipments at year-end.

- 2014 – Annual budget assigned to CPCL was \$214,000. As of mid-December, 2014 only \$63,000 worth of materials had been delivered to the Library. The

remaining \$151,000 worth of materials was then received in a 3-week period (Dec. 18 – Jan. 9, 2015).

- 2015 – Uneven delivery of materials throughout the year. By June, only 17% of the budget value had been supplied by CPCL.
- The uneven supply of materials in both years has created material shortages, impacting public service, and workload issues for Library Staff dealing with large shipments at year-end.

Arbitrary substitutions of DVD's in non-Chinese languages

There remains significant public demand for DVDs, including those in Chinese. CPCL has been unable to provide sufficient quantities of these items as required by the contract.

- In 2015, CPCL attempted to meet the shortfall by supplying Korean DVDs without Chinese language tracks. The Library has no need for the Korean and Japanese language materials that CPCL attempted to deliver to meet the contract quantities.
- The supply of DVD's in other languages is not part of CPCL's contract. CPCL did not inform the Library of the substitution which has created ongoing workload issues for Library Staff. All products received now must be reviewed to ensure that they meet contract requirements.

Traditional vs. Simplified Materials

Difficulty providing a sufficient quantity of traditional vs. simplified print products.

- Traditional script is preferred by residents whose origins are Hong Kong-based, which constitutes a majority of Chinese readers in Markham.
- On the other hand, simplified script is preferred by those from mainland China, and there is less demand for these materials among Markham residents.
- As of July 2015, 4,579 volumes had been supplied, consisting of 3,520 simplified vs. 1,059 traditional. Although CPCL was required to supply a 50/50 split between traditional and simplified, the supply of the latter outnumbered the former by 3:1.

Material Distribution

CPCL's failure to distribute materials between Library branches according to Library instructions resulted in additional workload for Library Staff to correct deficiencies.

- The Collection Profile provided to CPCL required the distribution of materials to the 6 branches as follows: Angus Glen (28%), Cornell (5%), Milliken Mills (22%), Markham Village (14%), Thornhill Community (12%) and Unionville (17%). The remaining 2% of materials is for special system-wide purchases such as Chinese Book Club sets, and suggested purchase items from customers.
- CPCL failed to adhere to this distribution and instead started off in early 2015 by sending 6 copies of every item (one per branch). This resulted in each of the 6 branches receiving equal distribution of 16.7% of all materials.
- Although CPCL has been advised of this issue since February 2015, the matter has still not been corrected.

Pricing

CPCL has invoiced in amounts higher than Bid prices identified in their Bid submission. CPCL claimed that Bid prices submitted were too low to cover costs.

- The prices invoiced by CPCL throughout much of 2015 were considerably higher than pricing submitted in their Bid.
- CPCL did not notify the Library of the price escalations, nor attempt to discuss the pricing issue in advance of invoicing at higher prices.
- When CPCL was later asked to explain this practice, CPCL complained that decreasing value of the Canadian dollar has made it difficult to supply based on the contract pricing submitted in 2014.

Cataloguing / Processing Errors

Library Staff identified numerous cataloguing / processing errors and the expenditure strategy and plan was not fulfilled satisfactorily. The quality of materials provided has consistently failed to meet Library expectations as communicated to CPCL. CPCL has had difficulty providing materials in Traditional Chinese script (Hong Kong-based), which is the format preferred by the majority of Markham residents.

Staff held a series of meetings with the President of CPCL and communicated concerns. CPCL has admitted that fulfillment rates in 2015 were initially very low. While CPCL did fulfill the 2015 Purchase Order value by year-end, the quality and appropriateness of materials provided continues to be a matter of grave concern. CPCL's difficulty sourcing sufficient materials in Chinese resulted in substituted quantities of materials in other Asian languages (e.g. Korean, Japanese). The Library receives materials in these languages from another supplier and there is no need for additional materials in non-Chinese languages.

Contract Termination

Pursuant to Part III, Section 17.3 of the City of Markham's *General Terms and Conditions* (which form part of the Contract), the City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing thirty (30) days written notice to the Contractor.

On January 27, 2016, the City notified CPCL that as a result of CPCL's continuing failure to meet the Library's expectations, Staff would prepare a report to Council recommending termination of the Contract. All services provided by CPCL under the Contract were requested to cease immediately, and CPCL was advised that Staff would contact CPCL to resolve any outstanding fees payable.

It is the opinion of Staff, based on the rationale provided in this report, that it is in the City's best interest to terminate the Contract with CPCL.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The project aligns with the Integrated Leisure Master Plan (ILMP) for Parks, Recreation, Culture, and Libraries, and supports the implementation of the ILMP recommendations regarding the Southeast Community Centre and Library.

The Markham Public Library Material & Processing Program offers considerable value to the local community and the City of Markham as a whole. The Library offers a wide selection of material in English, French and other languages, which provides ongoing value to the community.

BUSINESS UNITS CONSULTED AND AFFECTED:

Not Applicable

RECOMMENDED BY:

3/22/2016

3/23/2016

X



Catherine Biss
Chief Executive Officer, Markham Public Library

X



Brenda Librecz
Commissioner, Community and Fire Services

ATTACHMENTS:

Not Applicable



Report to: General Committee

Meeting Date: April 4, 2016

SUBJECT: Termination of Contract 285-R-13 Markham Public Library Material & Processing Services – Chinese Materials Only

PREPARED BY: Larry Pogue, Director Administration, Markham Public Library, Ext. 5986
Tony Casale, Senior Construction Buyer, Ext. 3190

RECOMMENDATION:

- 1) That the report entitled “Termination of Contract 285-R-13 Markham Public Library Material & Processing Services – Chinese Materials Only” be received;
- 2) And That Staff be authorized to terminate contract 285-R-13 with Chinese Publications for Canadian Libraries (“CPCL”) for Chinese materials;
- 3) And That Staff be authorized to place CPCL on a list of disqualified vendors for a period of two years (during which time CPCL will not be eligible to participate in any City tender process, or provide goods or services to the City);
- 4) And That Staff be authorized to negotiate a contract for Chinese materials with Library Services Centre (“LSC”), the highest ranked and lowest priced supplier on RFP 285-R-13 for non-Chinese materials;
- 5) And That the CAO be authorized to award the contract to LSC for 2016 – 2018 annual collection – Chinese only and Opening Day collection for Southeast Library based on mutually agreed unit prices, subject to satisfactory performance and Council approval of the 2017 and 2018 budgets;
- 6) And That the Library will work within the 2016 Library Collections budget for Chinese language materials of \$289,178.84;
- 7) And That the 2017 and 2018 Library Collections budget be amended based on final negotiated pricing for Chinese language materials;
- 8) And That the Southeast Library – Opening Day Collection (account 070-5350-13892-005) be increased by a maximum of \$354,755 from \$2,157,067 to \$2,511,822, subject to final negotiated prices for Chinese materials, funded 90% from the Development Charges Reserve and 10% from the Non-DC Growth Reserve Fund;
- 9) And That only the first paragraph of the foregoing resolution be reported out in the public Council meeting;

No. 4 - No 9 were deleted.

- 10) AND THAT Staff be authorized and directed to do all things necessary to give effect to this resolution.

PURPOSE:

To obtain approval to terminate the contract with Chinese Publications for Canadian Libraries ("CPCL") for Chinese language materials.

BACKGROUND:

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Staff held a series of meetings with the President of CPCL and communicated concerns. CPCL has admitted that fulfillment rates in 2015 were initially very low. While CPCL did fulfill the 2015 Purchase Order value by year-end, the quality and appropriateness of materials provided continues to be a matter of grave concern. CPCL's difficulty sourcing sufficient materials in Chinese resulted in substituted quantities of materials in other Asian languages (e.g. Korean, Japanese). The Library receives materials in these languages from another supplier and there is no need for additional materials in non-Chinese languages.

Contract Termination

Pursuant to Part III, Section 17.3 of the City of Markham's *General Terms and Conditions* (which form part of the Contract), the City reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, without cause, upon providing thirty (30) days written notice to the Contractor.

On January 27, 2016, the City notified CPCL that as a result of CPCL's continuing failure to meet the Library's expectations, Staff would prepare a report to Council recommending termination of the Contract. All services provided by CPCL under the Contract were requested to cease immediately, and CPCL was advised that Staff would contact CPCL to resolve any outstanding fees payable.

It is the opinion of Staff, based on the rationale provided in this report, that it is in the City's best interest to terminate the Contract with CPCL and negotiate with LSC, the highest ranked and lowest priced bidder for non-Chinese materials.

Legal Considerations

The page 5 was deleted.

Pursuant to the City's *General Terms and Conditions*, the City has the right to terminate a contract on the basis of "default" (by providing the vendor with ten days written notice) or on a "without cause" basis (by providing the vendor with thirty days written notice). Legal Department Staff have advised that when exercising its right to terminate a vendor contract, the City's decision is always open to challenge by the vendor (by way of a legal claim). In the case of CPCL, the City would have an excellent defence to any such challenge on the basis of the documented poor performance and non-performance assembled by Staff.

In addition, Legal Department Staff have recommended that the City terminate the contract on a "without cause" basis (by providing CPCL with thirty days written notice) so that the City is not held to the higher standard of proving "default". The termination notice would nevertheless reference examples of CPCL's poor performance and non-performance to support that the City had a reasonable business rationale for exercising its right to terminate the contract.

FINANCIAL CONSIDERATIONS AND TEMPLATE: (external link)

It is recommended that Staff negotiate a contract for Chinese materials (both Annual Collection and Southeast Library Opening Day Collection) with Library Services Centre ("LSC"), the highest ranked and lowest priced supplier on RFP 285-R-13 for non-Chinese materials.

Annual Collection

The Library will work within the 2016 Library Collections budget of \$289,178.84 through changes in material sourcing.

At the time of award to CPCL, the Annual Library Collections budget was reduced primarily due to CPCL's submission. LSC's pricing at the time was \$388,366 higher than that of CPCL for this component of the bid. The Life Cycle study will be amended based on final negotiated pricing for Chinese materials.

Southeast Library – Opening Day Library Collection

At the time of award to CPCL, the Southeast CC&L – Opening Day Library Collection (account 070-5350-13892-005) was favourable by \$833,932.95 (Budget at \$2,320,500.00 compared to award of \$1,486,567.05). This remaining budget was returned to the original funding source. LSC's pricing at the time was \$354,755 higher than that of CPCL for the Chinese language materials component.

The Library is currently sourcing materials for the Southeast Library Opening Day Collection and considering the importance of Chinese language materials at this location, Staff recommend the Southeast Library Opening Day Collection (account 070-5350-13892-005) be increased by a maximum of \$354,755 from \$2,157,067 to \$2,511,822, subject to final negotiated pricing with LSC and funded 90% from the Development Charges Reserve and 10% from Non-DC Growth Reserve Fund.

HUMAN RESOURCES CONSIDERATIONS

Not Applicable

The whole page was gone.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The project aligns with the Integrated Leisure Master Plan (ILMP) for Parks, Recreation, Culture, and Libraries, and supports the implementation of the ILMP recommendations regarding the Southeast Community Centre and Library.

The Markham Public Library Material & Processing Program offers considerable value to the local community and the City of Markham as a whole. The Library offers a wide selection of material in English, French and other languages, which provides ongoing value to the community.

BUSINESS UNITS CONSULTED AND AFFECTED:

Not Applicable

RECOMMENDED BY:

3/22/2016

3/23/2016

X

Catherine Biss
Chief Executive Officer, Markham Public Library

X

Brenda Librecz
Commissioner, Community and Fire Services

ATTACHMENTS:

Not Applicable

Performance report (2014 & 2015)

Performance report (2014)

	Simplified			Tranditional			Total		
	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price
Prints	770	3898	64511.48	853	5030	90973.62	1623	8928	155485.10
Dvds	229	1262	52321.35	157	917	35039.55	386	2179	87360.90
Total	999	5160	116832.83	1010	5947	126013.17	2009	11107	242846.00

Performance report (2015)

	Simplified			Tranditional			Total		
	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price
Prints	1488	5610	95630.37	1263	5069	91181.1	2751	10679	186811.47
Dvds	530	1767	69669.27	424	1704	73318.26	954	3471	142987.53
Cds	81	277	5473.66	17	65	1262.44	98	342	6736.10
Total	2099	7654	170773.3	1704	6838	165761.8	3803	14492	336535.10

Performance report (2014-2015)

	Simplified			Tranditional			Total		
	Title	QTY	Price	Title	QTY	Price	Title	QTY	Price
Prints	2258	9508	160141.85	2116	10099	182154.72	4374	19607	342296.57
Dvds	759	3029	121990.62	581	2621	108357.81	1340	5650	230348.43
Cds	81	277	5473.66	17	65	1262.44	98	342	6736.10
Total	3098	12814	287606.13	2714	12785	291774.97	5812	25599	579381.10

English ▾



Find books, m

Keyword

MARKHAM PUBLIC LIBRARY

Home My MPL Explore eAudioBooks eBooks eMagazines Online Courses Self


Advanced search results for... [search](#)

(anywhere:(cpcl) AND anywhere:(traditional))

Titles I can...

- ☐ Borrow and take home (2682) 12376 items
- ☐ Access online (1)

English ▾



Find books,

Keyword

MARKHAM PUBLIC LIBRARY

Home My MPL Explore eAudioBooks eBooks eMagazines Online Courses Se

Advanced search results for... [search](#)

(anywhere:(cpcl) AND anywhere:(simplified))

Titles I can...

- ☐ Borrow and take home (3177) 12676 items

MARKHAM PUBLIC LIBRARY

VENDOR SCORECARD FINAL 2015 (Jan 6, 2016)

M=Meets Expectations H=Has Not Met Expectations

PERFORMANCE INDICATOR	ACTUAL PERFORMANCE	M	H	COMMENTS
Quality Performance <ul style="list-style-type: none"> Material Acceptance (conformance to requirements specified on collection profiles, and associated standards /specifications) <p>Aug credit \$15441.07</p> <p>Dec Credit \$891.65</p> <p>= roughly 620 Dues + some print</p> <p>80 Japanese + 1 Korean title returned + not paid for.</p>	CPCL has not consistently followed branch profiles or bid form responses. Selection issues continue to be a problem.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Originally sent 6 copies of everything regardless of profile. After repeated reminders, reduced copy numbers were provided. Jan. 2016: MPL reminded CPCL that 4 of everything was not amuch better allocation than 6 of everything. MPL specifically asked that discretions be used when allocating copy numbers and this has not been applied. Originally had a large number of highly inappropriate children's items, ie. With batteries, write-ins, fuzz, delicate moving parts, etc. This has greatly improved in 2015. We have returned 52 titles for a total of 232 items for credit as of July 25. Has been reminded many times that Juvenile fiction is too difficult for Canadian born children. Continues to send material that is too difficult. Jan 2016: continues to send juvenile fiction that is too difficult. Additionally, was instructed not to send any more juvenile items in 2015 but continues to send. Dual language books have been requested but not supplied in sufficient numbers. Material in Simplified characters appears to be easier for CPCL to acquire than Traditional. Regardless, MPL requires a 50/50 split until otherwise notified. We have accepted roughly 4500 Simplified items vs 1700 traditional items. <p>Jan 2016: He's at 46 T vs 54 S</p>



		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • See chart below.
<ul style="list-style-type: none"> • Responsiveness to Issues (timeliness and effectiveness of corrective issues) 	Sends invoice summaries in time for monthly payment processing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • Responds positively when errors are pointed out, ie. Fixes processing and cataloguing errors, provides credit notes, takes back incorrect items without argument.
<ul style="list-style-type: none"> • Error Rate (cataloguing, processing, billing) 	CPCL was a new vendor in 2014. Selection, delivery schedules, cataloguing and processing did not go smoothly. They have improved in this area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • We have sent notification of 266 cataloguing and processing errors since March. This only includes items that were kept by MPL. • 2014's error rate was roughly 55% for MARC. 2015's rate is currently at 9%. • Invoicing has adhered to guidelines supplied by MPL staff. • Cataloguing with C3 has been satisfactory. The volume of errors has been decreasing steadily and CPCL quickly acknowledge problems and corrects them. They review spreadsheets forwarded from MPL and rarely repeat errors. • CPCL has failed on a number of occasions to check our current holdings and has supplied duplicate material on a few occasions. CPCL has been informed of this and given personal training on a number of ways to search our catalog.
Service Performance <ul style="list-style-type: none"> • On-time delivery 	They are now delivering every week but the volume will not meet requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Weekly deliveries started only after vendor was reminded that material needed to arrive regularly. MPL cannot accommodate a repeat of huge 2014 deliveries over a 3 week period. CPCL did not deliver many items in Feb-April . • Jan 2016: CPCL has been delivering on a weekly basis in the last 6 month of 2015.
<ul style="list-style-type: none"> • Ease of doing business 	Consistently polite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • Responds politely and positively

	and responsive but continues to repeat the same selection errors.			<p>however does not always follow through, especially with selection issues, ie. Instructed many times not to supply DVDs older than 2 years or that were of English origin with Chinese subtitles but continue to supply, issues with juvenile fiction reading levels, simplified vs traditional, talking books.</p> <ul style="list-style-type: none"> • Responds quickly to MARC record errors identified by Virtual Services staff and supplies corrected records. • Flexible with meeting times when in the country. • Jan 2016: After an extended negotiations, the age for DVDs was extended to 6 years from 3 years for 2015 deliveries only. However, items outside this time frame had to be returned. As well, we had to return a significant number of Korean and Japanese DVDs that did not fall within the selection guidelines, ie. Did not have a language track in Chinese. • Continues to refer to his business problems when we discuss selection issues. For example, difficulties in obtaining titles from Hong Kong.
<ul style="list-style-type: none"> • Proactive communication of potential issues or suggestions 	Selection issues and pricing continue to be a problem. Failure to seek clarification causes additional selection problems.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • CPCL has informed MPL of high prices and unavailability of DVDs. • MPL notices that many items have been received that do not adhere to the estimated average prices as submitted in the bid document, ie. DVDs range from \$35 to \$110 (before discount), bid form says average price is \$25.60 (before discount); CDs range from \$15 to \$40 (before discount), bid form says average



				<p>price is \$3.90 (before discount); print ranges from \$6.00 to \$50.00 (before discount), bid form says average price is \$8.26 (before discount). This cost does not include Marc records, processing, linking, selection and shipping charges.</p> <ul style="list-style-type: none"> • Jan. 2016: MPL has pointed out that the pricing of items, especially DVDs, appears unrealistic as they are all the same price for all items. CPCL continues to invoice in this manner despite numerous conversations. • CPCL has had staffing problems for processing and cataloguing. • CPCL has also experienced difficulty with records provided by his office in China. • CPCL has experienced difficulty providing sufficient numbers of Traditional material. • While MPL has not specifically asked for them, mandatory reports include outstanding orders and cancellation reports. We have not received any at this time.
<ul style="list-style-type: none"> • Overall customer service 	<p>We continue to be concerned about CPCL's understanding about the needs of libraries and our processes.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Cataloguing staff are quick to respond. CEO is quick to respond if in the country but is MPL's only English speaking contact outside of cataloguing. MPL is unsure if he really understands the complexities of library requirements. For non-library professionals, selection profiles can be confusing. The terminology is not understood. CEO says he understands but clearly he does not. He has not sought clarification. • Jan 2016: Continues to make decisions that should clearly be clarified with MPL staff first.

				<p>This would save CPCL time, resources and money, especially if already catalogued and processed items are returned as not adhering to profiles. CEO also continues to say he understands our communications but it is clear that he does not.</p> <ul style="list-style-type: none"> • Overall, cataloguing has improved greatly. Early days records and items were unacceptable and required significant work from MPL staff to correct or had to be sent back for re-processing or cataloguing. • MPL staff visited CPCL's site and did not notice any work in progress. CPCL's facilities are very small but they are hoping to upgrade. Some items are stored off-site. • No evidence of consistent workflow – all processing supplies are stored in bins allowing for errors in the processing stream.
Financial Performance <ul style="list-style-type: none"> • Adheres to quarterly expenditure strategy 	CPCL has failed to meet the expenditure strategy. We are also concerned about the average cost of items.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Expenditure strategy and plan were not met, has not shipped sufficient volume of material or expended budget as planned, in spite of being reminded twice; currently showing approximately 26% spent when it should be 50% by June 30 and 80% by Sept 30. • Did not supply monthly spending reports until requested. Then supplied only January-June. Still waiting for July summary. • July 2016: Monthly summaries are not supplied. However, we still need to confirm accuracy of information. • In 2014, vendor did not deliver on time at the end of the year even though he was reminded



				that all items needed to be received before year end. This resulted in huge deliveries every day the first week of January.
<ul style="list-style-type: none"> Total amount of dollars for uncirculated items 	Total received Jan-July was \$121,578.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Traditional - \$ 36,911.20 Simplified - \$17,446.08
Collection Performance <ul style="list-style-type: none"> # of Items that have not circulated 	The uncirculated items represents approximately 45% of this years receipts. This does include items received the last week of July which are still in TSD.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> 53% of the Traditional and 27% of the Simplified material supplied from January 2015 has not circulated. While some material from July has not had a chance to reach customer yet, the percentage of material not circulated for earlier months is still very high. An acceptable threshold is between 1-3%. See chart below for more details Jan 2016: Out of 11,503 Simplified items that are in the catalogue as of Jan 6, 2016, 1,687 have received 0 checkouts. This represents 15% of the total items. For traditional, 22% of the items created in 2015 have not circulated. This represents 2,134 out of 9,738 items.
<ul style="list-style-type: none"> Overall Circulation 	Data is incomplete as vendor has no data for previous year in this time frame. Unable to rate for 2015.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> See chart below for more details Overall, compared to previous vendor's circulation stats for Chinese materials, CPCL is lower. Jan 2016: 898671
<ul style="list-style-type: none"> Turnover 	We would like to see this improve, especially for Simplified. We would like to aim for a minimum average turnover of 6. Unable to rate for 2015.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> We do not have reliable data for the previous year's comparison as this is the first score card. Average turnover is 4.8 for Traditional items and 2.9 for Simplified. See chart below for more details In comparison to turnover rates with prior vendor, CPCL is lower. Jan. 2016: Simplified 5; Traditional 8.2. This does not include the last 2 shipments of December which are still in TSD.

21,241.78
3,821.00
18% lower
circulated

Items Supplied in 2015

Month 2015	Print		CD		DVD	
	Titles	Copies	Titles	Copies	Titles	Copies
Jan	64	360	0	0	0	0
Feb	0	0	0	0	0	0
Mar	0	0	38	187	0	0
Apr	136	497	34	66	20	42
May	258	1111	0	0	97	253
May Credit	-38	-192	0	0	-2	-2
Jun	243	1130	0	0	78	183
Jul	211	617	2	24	185	742
Total Supplied	874	3,523	74	277	378	1,218
Total Required		12,750		375		5,510
Difference		9,227		98		4,292

CPLC was informed on June 17th that current shipments were not sufficient and the following volume was expected by end of July:

- Books: we need another 5,661 items
- DVDs: we need another 2,462 items

Of the 8,123 items expected by end of July 2015, CPCL delivered only 742 items not fulfilling the request. Additionally, of the 742 items approximately 300 of it is being sent back to CPCL for refunds.

**Items with "Date Created" after Feb 1,
2015****Traditional**

Month	Items in catalog	Total Charges	Turnover	Items with 0 circulation	Sum of price	% not circulated
January	12	140	11.7			
February	396	1446	3.7	112	\$2,821.20	28%
March	4	34	8.5	1	\$28.00	25%
April	0	0	0	0	N/A	N/A
May	416	424	1.0	225	\$4,973.00	54%
June	166	605	3.6	13	\$525.00	8%
July	717	215	0.3	559	\$28,564.00	78%
TOTAL	1711	2864	AVG 4.8	910	\$ 36,911.20	53%

Simplified

Month	Items in catalog	Total Charges	Turnover	Items with 0 circulation	Sum of price	% not circulated
January	42	207	4.9	10	\$152.80	24%
February	876	3184	3.6	259	\$3,967.20	30%
March	287	1055	3.7	33	\$575.75	11%
April	333	999	3.0	43	\$676.40	13%
May	837	2404	2.9	126	\$2,223.20	15%
June	1508	1977	1.3	514	\$5,384.50	34%
July	642	514	0.8	241	\$4,466.23	38%
TOTAL	4525	10340	AVG 2.9	1226	\$17,446.08	27%

Failure to adhere to Expenditure Plan targets as laid out in the RFP bid**Items Supplied in 2015**

Month 2015	Print		CD		DVD	
	Titles	Copies	Titles	Copies	Titles	Copies
Jan	64	360	0	0	0	0
Feb	0	0	0	0	0	0
Mar	0	0	38	187	0	0
Apr	136	497	34	66	20	42
May	258	1111	0	0	97	253
May Credit	-38	-192	0	0	-2	-2
Jun	243	1130	0	0	78	183
Jul	211	617	2	24	185	742
Total Supplied	874	3,523	74	277	378	1,218
Total Required		12,750		375		5,510
Difference		9,227		98		4,292

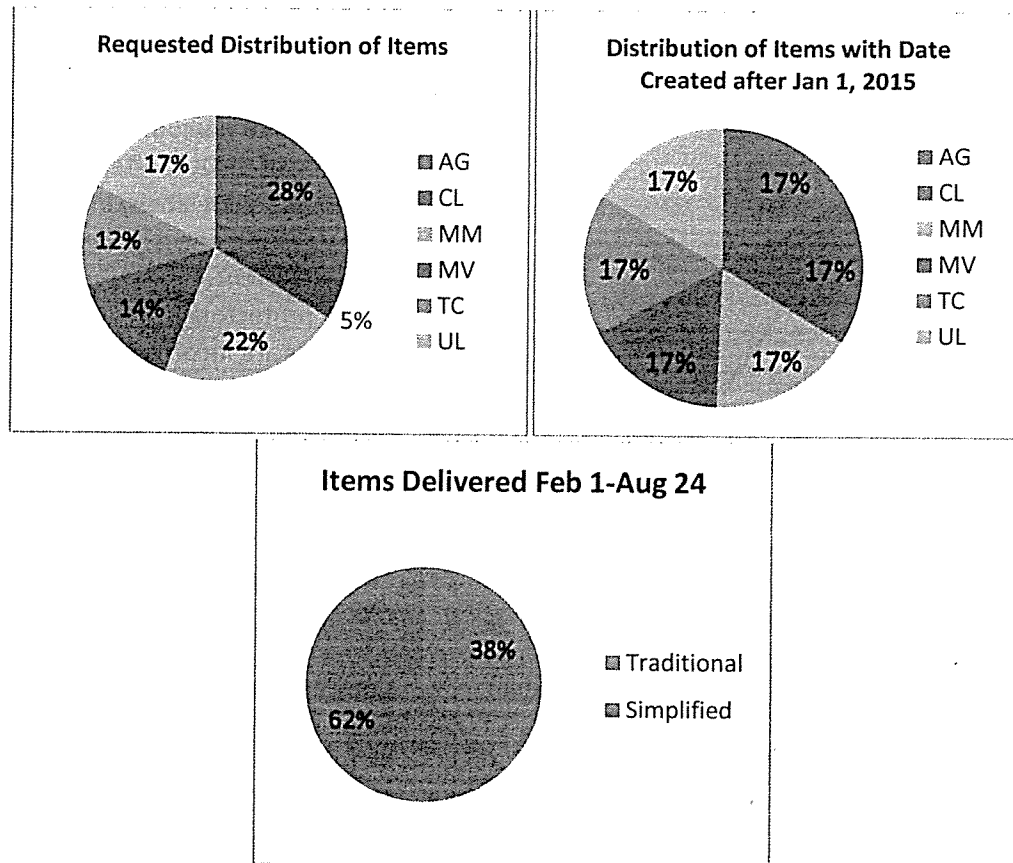
**Collection Performance to August 31, 2015****Traditional (Date Created Feb 1 to Aug 24, 2015)***

Month	Total Items Delivered	Total Circulation	Turnover	Items with 0 Circ	% Items Created
January	11	83	7.55	0	0%
February	392	1348	3.44	81	21%
March	4	38	9.50	1	25%
April	0	0	0	0	0%
May	416	617	1.48	194	47%
June	166	873	5.26	11	7%
July	447	1291	2.89	5	1%
August	1300	847	0.65	601	46%
Total	2736	5097	AVG 4.40	893	33%

Simplified (Date Created Feb 1 to Aug 24, 2015)*

Row Labels	Total Items	Total Circulation	Turnover	Items with 0 Circ	% Items Created
January	42	227	5.40	9	21%
February	876	3605	4.12	223	25%
March	287	1212	4.22	28	10%
April	332	1268	3.82	34	10%
May	837	3049	3.64	112	13%
June	1508	3013	2.00	383	25%
July	642	1036	1.61	150	23%
August	12	3	0.25	9	75%
Grand Total	4536	13413	AVG 3.13	948	21%

*January items included because of cataloguing inconsistencies



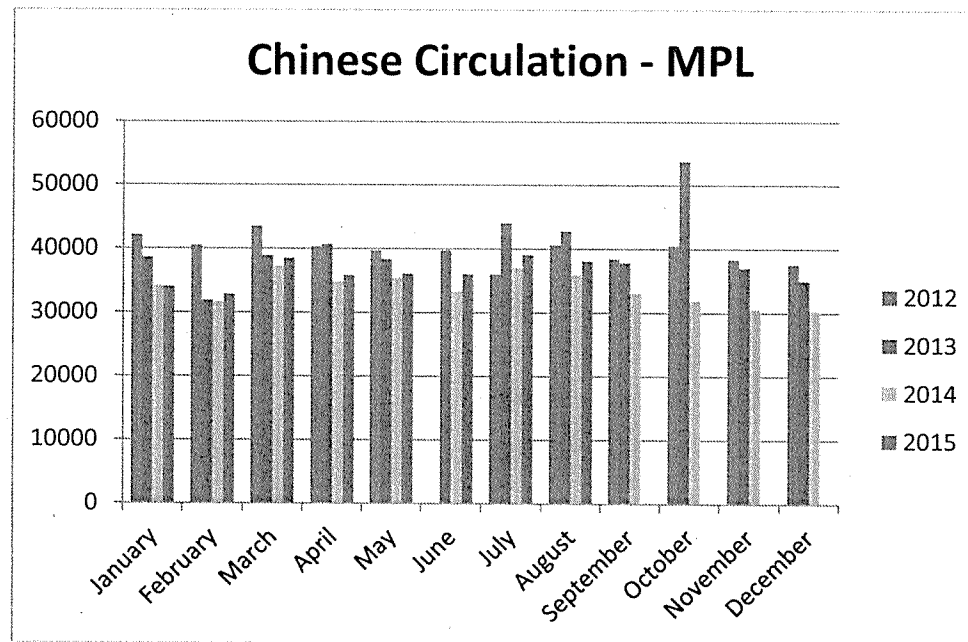
Contract	
	<ul style="list-style-type: none"> Weekly deliveries are now consistent after 2 months of reminders to deliver weekly Reporting is insufficient and was not received until the end of June and not yet for July Average Price is much higher than quoted (see chart below)

	DVD	CD	Print
Quoted Avg Estimated List Price	\$25.60	\$6.00	\$11.80
2015 Avg Item Price	\$55.53 (includes box sets, Avg with all items over \$75 removed is \$47.73) Lowest priced item at \$35	\$21.85 Lowest priced item at \$15	\$17.24



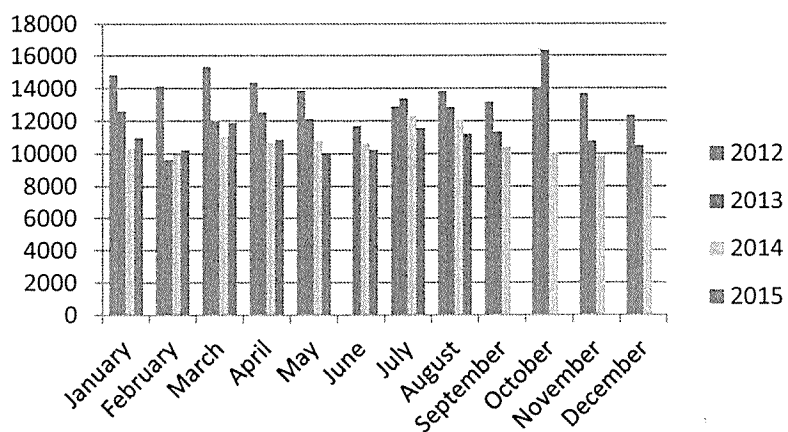
CHINESE PERFORMANCE

The Chinese collection has increased in circulation slightly month over month compared to 2014, the majority of which we did not have a Chinese vendor. With the exception of February, however, we are still far away from 2013's performance. Performance is down particularly at AG. There is some correlation between rises in circulation at branches that are getting significantly more Chinese than they have in the past as opposed to AG which is receiving 17% of the new items as opposed to their customary 28%.

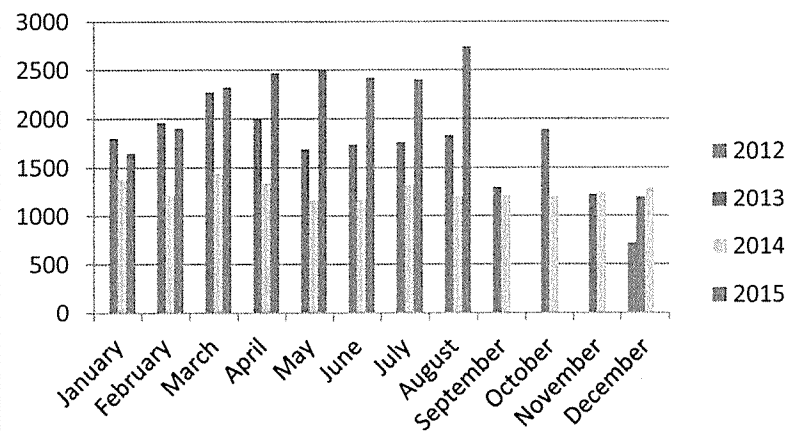


	% Change from 2014 to 2015	% Change from 2013 to 2015
January	-0.2%	-11.8%
February	3.8%	2.9%
March	3.5%	-1.0%
April	3.0%	-12.1%
May	1.8%	-6.0%
June	8.2%	-9.4%
July	5.6%	-11.3%

Chinese Circulation - AG

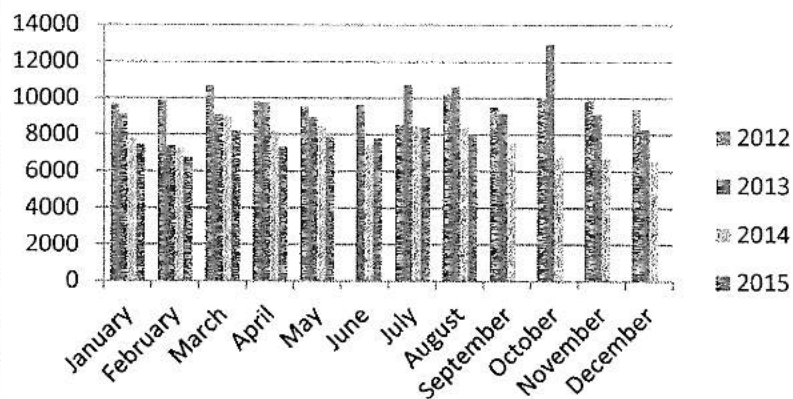


Chinese Circulation - CL

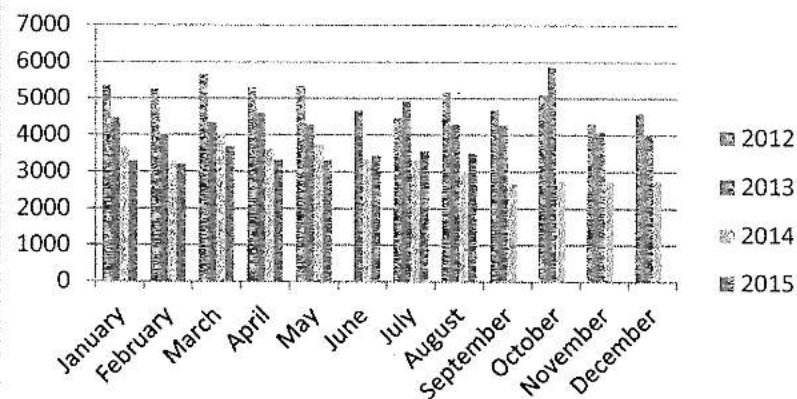




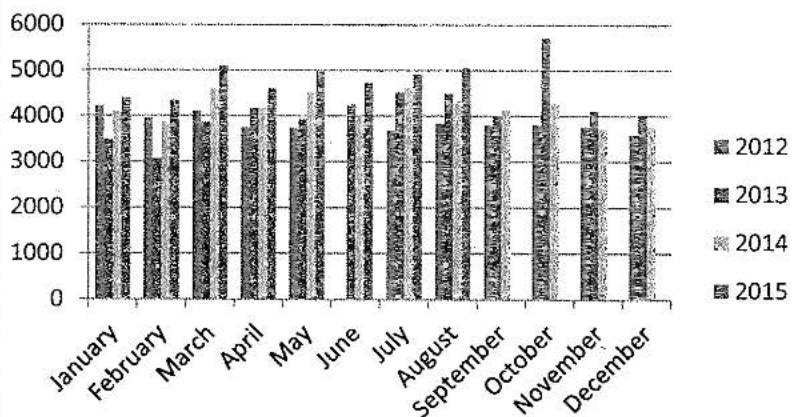
Chinese Circulation - MM



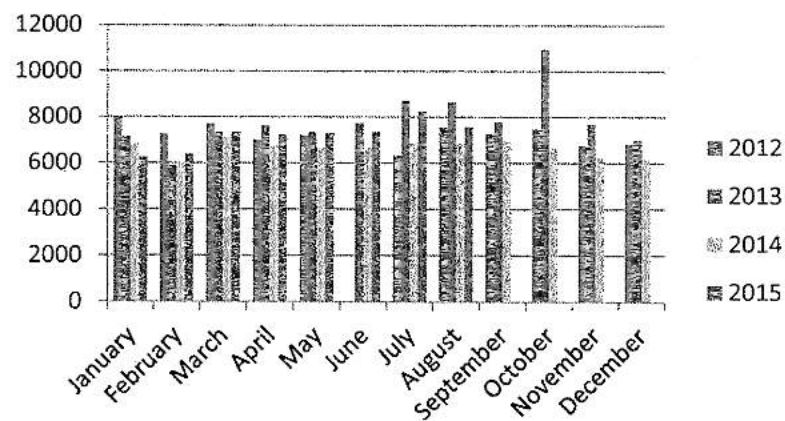
Chinese Circulation - MV



Chinese Circulation - TC



Chinese Circulation - UL





INVOICING DISCREPENCIES

Inv. 200122

1. Biao Bai Unit price: \$22.40 Discount price: \$15.68
 Biao bai : na xie shuo bu chu kou de hua / Dorothy.

Symphony price: \$28.00

Control Bibliographic | Call Number/Item | Bound-with |

Shadow title: N

Rec_Type	a	Bib_Lvl	m	TypeCtrl
Tag	Ind.	Contents		
541		CPCL h28.00		
546		Text in Chinese.		
546		Traditional Chinese characters.		
650	0	Chinese essays y21st century.		
710	2	CPCL-T. ?UNAUTHORIZED		
856	40	zCover Image uhttp://i938.photobucket.com/albums/ad230/mp15/CPCL1/9789571361802.jpg		
880	10	6245-01 a表白 : b那些說不出口的話 / cDorothy著.		
880		6250-02 a初版.		
880		6260-03 a台北市 : b時報文化, c2015.		
880	0	6490-04 a優生活 : v10		
949		CHI 9863 DOROT hAG-ANLI-AC kAVAIL_SOON i33287021931161 mAG p\$28.00 rY sY xCHINESE		
949		CHI 9863 DOROT hCL-ANLI-AC kAVAIL_SOON i33287021931179 mCL p\$28.00 rY sY xCHINESE		

2. Qing chun Unit price: \$28.00 Discount price: \$19.60 Symphony price: \$35

Qing chun : xian gei ta men de qing shu / Yang, Lizhou.

Control Bibliographic | Call Number/Item | Bound-with |

Shadow title: N

Rec_Type	a	Bib_Lvl	m	TypeCtrl
Tag	Ind.	Contents		
710	2	CPCL-T. ?UNAUTHORIZED		
856	40	zCover Image uhttp://i938.photobucket.com/albums/ad230/mpi5/CPCL1/9789863206026.jpg		
880	1	6100-01 a楊力州.		
880	10	6245-02 a青春 : b獻給他們的情書 / c楊力州 ; 陳璫分採訪整理.		
880		6250-03 a第一版.		
880		6260-04 a台北市 : b天下文化, c2014.		
880	0	6490-05 a華文創作 ; v088		
880	1	6700-06 a陳璫分.		
949		CHI 9863 YANG hAG-ANLI-AC kAVAIL_SOON i33287021931682 mAG p\$35.00 rY sY xCHINESE		
949		CHI 9863 YANG hCL-ANLI-AC kAVAIL_SOON i33287021931690 mCL p\$35.00 rY sY xCHINESE		



Inv. 200121

1. Ni hao

Unit price: \$10.24

Discount price: \$7.17

Symphony price: \$12.80

Ni hao / Rattanasuwaj, Siriluck.

Control Bibliographic | Call Number/Item | Bound-with |

Shadow title: N

Rec_Type	a	Bib_Lvl	m	TypeCtrl
Tag	Ind.	Contents		
700	1	Aonjareon, Piyama. ?UNAUTHORIZED		
710	2	CPCL-T. ?UNAUTHORIZED		
856	40	zCover Image uhttp://i938.photobucket.com/albums/ad230/mpi5/CPCL1/4715006445354.jpg		
880	10	6245-01 a你好 / c文字, Siriluck Rattanasuwaj ; 繪圖, Piyama Aonjareon ; 譯者, 璟玟.		
880		6250-02 a初版.		
880		6260-03 a新北市 : b樂幼文化事業有限公司, c2015.		
880	0	6490-04 a培養孩子品格的第一套幼幼繪本		
880	1	6700-05 a璟玟.		
949		CHINESE B hMM-JMUL-JBB kAVAIL_SOON i33287021930247 mMM p\$12.80 rY sY xCHINESE		
949		CHINESE B hMV-JMUL-JBB kAVAIL_SOON i33287021930254 mMV p\$12.80 rY sY xCHINESE		

Exhibit 78

CPCL SUGGESTED SPENDING BREAKDOWN 2015(Original)

Library Items	\$206,189.48	\$323,485.48
Processing	\$117,296.00	

	AG	CL	MM	MV	TC	UL		
Adult Books								
- Fiction	\$ 9,704.56	\$ 9,704.56	\$ 9,704.56	\$ 9,704.56	\$ 9,704.56	\$ 9,704.56	\$	58,227.39
- NonFiction	\$ 8,626.28	\$ 8,626.28	\$ 8,626.28	\$ 8,626.28	\$ 8,626.28	\$ 8,626.28	\$	51,757.68
Adult DVDs								
- Fiction	\$ 11,861.13	\$ 11,861.13	\$ 11,861.13	\$ 11,861.13	\$ 11,861.13	#####	\$	71,166.81
- NonFiction	\$ 3,774.00	\$ 3,774.00	\$ 3,774.00	\$ 3,774.00	\$ 3,774.00	\$ 3,774.00	\$	22,643.98
Adult CDs	\$ 1,617.43	\$ 1,617.43	\$ 3,234.85	\$ 1,617.43		\$ 1,617.43	\$	9,704.56
Juv Books								Juv Books
- Board Books	\$ 2,352.62	\$ 1,176.31	\$ 2,352.62	\$ 2,352.62	\$ 2,352.62	\$ 2,352.62	\$	12,939.42
- Picture Books	\$ 3,528.93	\$ 1,764.47	\$ 3,528.93	\$ 3,528.93	\$ 3,528.93	\$ 3,528.93	\$	19,409.13
- Easy Readers	\$ 2,352.62	\$ 1,176.31	\$ 2,352.62	\$ 2,352.62	\$ 2,352.62	\$ 2,352.62	\$	12,939.42
- Easy Fiction	\$ 2,352.62	\$ 1,176.31	\$ 2,352.62	\$ 2,352.62	\$ 2,352.62	\$ 2,352.62	\$	12,939.42
- Fiction	\$ 2,940.78	\$ 1,470.39	\$ 2,940.78	\$ 2,940.78	\$ 2,940.78	\$ 2,940.78	\$	16,174.27
- Non-Fiction	\$ 3,594.28	\$ 1,797.14	\$ 1,797.14	\$ 3,594.28	\$ 3,594.28	\$ 1,797.14	\$	16,174.27
Juv DVDs	\$ 3,594.28	\$ 1,797.14	\$ 3,594.28	\$ 3,594.28	\$ 1,797.14	\$ 1,797.14	\$	16,174.27
Juv CDs	\$ 404.36	\$ 404.36	\$ 808.71	\$ 404.36	\$ 404.36	\$ 808.71	\$	3,234.85
Total	\$ 56,703.90	\$ 46,345.83	\$ 56,928.54	\$ 56,703.90	\$ 53,289.33	#####	\$	323,485.48
Total (Incl. HST)	\$ 64,075.41	\$ 52,370.79	\$ 64,329.25	\$ 64,075.41	\$ 60,216.95	#####	\$	365,538.60

\$102,350.81

CPCL SUGGESTED SPENDING BREAKDOWN 2015(Revised)

Library Items	\$181,446.74
Processing	\$103,220.48

\$284,667.23

	AG	CL	MM	MV	TC	UL		
Adult Books								
- Fiction	\$ 8,540.02	\$ 8,540.02	\$ 8,540.02	\$ 8,540.02	\$ 8,540.02	\$ 8,540.02	\$	51,240.10
- NonFiction	\$ 7,591.13	\$ 7,591.13	\$ 7,591.13	\$ 7,591.13	\$ 7,591.13	\$ 7,591.13	\$	45,546.76
Adult DVDs								
- Fiction	\$ 10,437.80	\$ 10,437.80	\$ 10,437.80	\$ 10,437.80	\$ 10,437.80	\$ 10,437.80	\$	62,626.79
- NonFiction	\$ 3,321.12	\$ 3,321.12	\$ 3,321.12	\$ 3,321.12	\$ 3,321.12	\$ 3,321.12	\$	19,926.71
Adult CDs	\$ 1,423.34	\$ 1,423.34	\$ 2,846.67	\$ 1,423.34		\$ 1,423.34	\$	8,540.02
Juv Books								Juv Books
- Board Books	\$ 2,070.31	\$ 1,035.15	\$ 2,070.31	\$ 2,070.31	\$ 2,070.31	\$ 2,070.31	\$	11,386.69
- Picture Book	\$ 3,105.46	\$ 1,552.73	\$ 3,105.46	\$ 3,105.46	\$ 3,105.46	\$ 3,105.46	\$	17,080.03
- Easy Readers	\$ 2,070.31	\$ 1,035.15	\$ 2,070.31	\$ 2,070.31	\$ 2,070.31	\$ 2,070.31	\$	11,386.69
- Easy Fiction	\$ 2,070.31	\$ 1,035.15	\$ 2,070.31	\$ 2,070.31	\$ 2,070.31	\$ 2,070.31	\$	11,386.69
- Fiction	\$ 2,587.88	\$ 1,293.94	\$ 2,587.88	\$ 2,587.88	\$ 2,587.88	\$ 2,587.88	\$	14,233.36
- Non-Fiction	\$ 3,162.97	\$ 1,581.48	\$ 1,581.48	\$ 3,162.97	\$ 3,162.97	\$ 1,581.48	\$	14,233.36
Juv DVDs	\$ 3,162.97	\$ 1,581.48	\$ 3,162.97	\$ 3,162.97	\$ 1,581.48	\$ 1,581.48	\$	14,233.36
Juv CDs	\$ 355.83	\$ 355.83	\$ 711.67	\$ 355.83	\$ 355.83	\$ 711.67	\$	2,846.67
Total	\$ 49,899.43	\$ 40,784.33	\$ 50,097.12	\$ 49,899.43	\$ 46,894.61	\$ 47,092.30	\$	284,667.23
Total(Incl. HST)	\$ 56,386.36	\$ 46,086.29	\$ 56,609.74	\$ 56,386.36	\$ 52,990.91	\$ 53,214.30	\$	321,673.96

\$90,068.71

Breakdown Report (2014 – 2015 (Jan. – Aug.))

		AG	CL	MM	MV	TC	UL	
2014	Delivery (Incl. HST)	40507.74	40161.07	40537.31	40594.82	40629.65	40340.48	242771.08
	Buget (Excl. HST)	37588.99	30722.63	37737.90	37588.99	35325.47	35474.38	214438.36
	Buget (Incl. HST)	42475.56	34716.57	42643.83	42475.56	39917.78	40086.05	242315.35
		-1967.82	5444.49	-2106.51	-1880.74	711.87	254.43	455.73
2015 (Jan–Aug)	Delivery (Incl. HST)	26361.19	25467.31	26622.15	26346.95	24898.17	25977.84	155673.61
	Buget (Excl. HST)	49899.43	40784.33	50097.12	49899.43	46894.61	47092.30	284667.22
	Buget (Incl. HST)	56386.36	46086.29	56609.75	56386.36	52990.91	53214.30	321673.96
		-30025.17	-20618.98	-29987.60	-30039.41	-28092.74	-27236.46	-166000.35
2014–2015 (Jan. – Aug.)	Delivery (Incl. HST)	66868.93	65628.38	67159.46	66941.77	65527.82	66318.32	398444.69
	Buget (Excl. HST)	87488.42	71506.96	87835.02	87488.42	82220.08	82566.68	499105.58
	Buget (Incl. HST)	98861.91	80802.86	99253.57	98861.91	92908.69	93300.35	563989.31
		-31992.98	-15174.49	-32094.11	-31920.14	-27380.87	-26982.03	-165544.62

Breakdown Report (2014 – 2015)

		AG	CL	MM	MV	TC	UL	
2014	Delivery (Incl. HST)	40507.74	40161.07	40537.31	40594.82	40629.65	40340.48	242771.08
	Buget (Excl. HST)	37588.99	30722.63	37737.90	37588.99	35325.47	35474.38	214438.36
	Buget (Incl. HST)	42475.56	34716.57	42643.83	42475.56	39917.78	40086.05	242315.35
		-1967.82	5444.49	-2106.51	-1880.74	711.87	254.43	455.73
2015	Delivery (Incl. HST)	68835.07	31362.88	68040.85	57064.14	52561.67	58670.50	336535.11
	Buget (Excl. HST)	49899.43	40784.33	50097.12	49899.43	46894.61	47092.30	284667.22
	Buget (Incl. HST)	56386.36	46086.29	56609.75	56386.36	52990.91	53214.30	321673.96
		12448.72	-14723.41	11431.10	677.78	-429.24	5456.20	14861.16
2014–2015	Delivery (Incl. HST)	109342.82	71523.95	108578.16	97658.96	93191.32	99010.98	579306.19
	Buget (Excl. HST)	87488.42	71506.96	87835.02	87488.42	82220.08	82566.68	499105.58
	Buget (Incl. HST)	98861.91	80802.86	99253.57	98861.91	92908.69	93300.35	563989.31
		10480.90	-9278.91	9324.59	-1202.95	282.63	5710.63	15316.89

digested from Factum and defendants and moving party

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33. Library staff wrote to and met with Mr. Cao regarding these issues on numerous occasions, including:

- a. By email dated January 15, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 55; Email from Ms. Gilchrist dated January 15, 2015, Moving Motion Record, Tab 4L.

please check para 55

- b. At a meeting held on January 20, 2015;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 55; Summary of January 20, 2015 Meeting, Moving Motion Record, Tab 4M.

- c. At a meeting held on February 12, 2015;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 56; Summary of February 12, 2015 Meeting, Moving Motion Record, Tab 4N.

- d. By email dated June 17, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 60; Email from Ms. Gilchrist dated June 17, 2015, Moving Motion Record, Tab 4F.

- e. By email dated July 17, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 60; Email from Ms. Gilchrist dated July 16, 2015, Moving Motion Record, Tab 4G.

- f. By email dated August 5, 2015, from Ms. Gilchrist to Mr. Cao;

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 65; Email from Ms. Gilchrist dated August 5, 2015, Moving Motion Record, Tab 4R.

- g. In an email exchange between Mr. Cao and Ms. Gilchrist over the course of November 2015; and

Ms. Gilchrist's Affidavit, Moving Motion Record, Tab 4, para. 66; Email exchange between Ms. Gilchrist and Mr. Cao, Moving Motion Record, Tab 4S.

- h. In a meeting Library staff had with Mr. Cao on January 20, 2016.

Summary of January 20, 2016 Meeting, Moving Motion Record, Tab 4Z.

34. As a result of these selection issues, a number of materials had to be returned for credit. Between August 5, 2015 and October 30, 2015, the Library returned more than \$15,535.65 worth of materials supplied by CPCL that were offside the Collection Profiles.

Subject **RE: Summary of the invoices.**
 From Frank Cao <cao@ccbooks.ca>
 To Gilchrist, Verna <vgilchrist@markham.library.on.ca>
 Cc Lau, Samantha <slau@markham.library.on.ca>, <su@ccbooks.ca>, Bailie, Anthea <ABailie@markham.library.on.ca>, Sawh, Michelle <MSawh@markham.library.on.ca>, Pogue, Larry <lpogue@markham.library.on.ca>, Chan, Polly <pochan@markham.library.on.ca>
 Date 2016-01-15 15:05



Hi Verna,

I come back to office today and give you the reply.

Yesterday I asked Su to provide some detailed information on the 4 invoices you clarified for my reference, and also asked her to forward the files to you as your reference.

For the invoice 300201 and 300202 this year, the prices in these invoices are okay. You may have noticed before that the prices in our invoices are different to each other. No problem we will meet the consented prices on the average in the end.

For the invoice 200240, we did the products for 2015. Since you have moved them to 2016, the same as above we will meet the average prices in the end.

For the products in invoice 200239, the credits had been deducted. We delivered them to you again just because they have met your profile after the change. The most importance is that they are good for the customers. Of course we respect your 'non retroactive decision'.

Taking this opportunity, I would like to express our great thanks for the prices you accepted for the last two years. Our average prices in 2014 are: 11.42 for books, 30.12 for DVD, CD 13.34; And the average prices in 2015 are: 11.41 for books, 30.95 for DVD, CD 13.24. I never stop feeling sorry for that we didn't meet the bid prices. But what makes us a little comfortable is that no one else can give better prices than we offer.

Some time ago we talked the prices, when you told that library would pay according to the real prices I felt excited at once. I think that is most reasonable mode for library service. And then you said our company was a different issue, I felt downhearted.

Now I ask for the assistance again. I hope you can continuously support us, to give us the same price mode. What we can do in return is to provide you a much better service. You can see a brand new start by the first landing books next week.

Thanks.

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
 Sent: January 6, 2016 3:13 PM
 To: Lau, Samantha
 Cc: Gilchrist, Verna; su@ccbooks.ca
 Subject: RE: Summary of the invoices.
 Importance: High

Hi Sam,

Of course, it is okay.
 The invoice of 200240 are for CDs.

Thanks,

On 2016-01-06 13:59, Lau, Samantha wrote:

Hi Frank,

I have removed inv. 200239 (\$1814.33) and 200240 (\$200240) from Dec statement. The grand total for Dec statement becomes \$50481.29. If this is okay, I will update the statement. Thanks.

Best regards,

Samantha Lau

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: January 6, 2016 2:52 PM
To: Lau, Samantha
Cc: Gilchrist, Verna; su@ccbooks.ca
Subject: RE: Summary of the invoices.
Importance: High

Hi Sam,

Nice to hear from you after the holidays.

We checked and confirm that it should be \$1814.33 instead of \$1759.42.

Thank you very much.

On 2016-01-06 13:41, Lau, Samantha wrote:

Hi Frank,

Happy New Year!

Please check the calculation of inv. 200239. I have total of \$1814.33 instead of \$1759.42. Please confirm.

Also, for your information, some of the invoices from Dec need to move to Jan statement as the total amount of Dec statement exceeds PO amount. I will keep you posted.

Best regards,

Samantha Lau

-----Original Message-----

From: Frank Cao [mailto:cao@ccbooks.ca]
Sent: December 29, 2015 8:22 AM
To: Gilchrist, Verna
Cc: Bailie, Anthea; Lau, Samantha; Sawh, Michelle
Subject: Summary of the invoices.

Hi verna,

We delivered the last shipment on the morning last Thursday. Here attached is the invoice summary of Dec. All the credits in 2015 are deducted, including the cost of stingray for the returned DVDs.

Here also attaches the delivery report for the whole year. According to our record, we have met the budget of the year. Please let us know if we need provide more stuffs. We can deliver more as soon as possible.

Anything not clear let me know. We will do a general summary for our services in 2015 at the beginning of 2016.

Thanks,

--

Frank Cao

CEO
Chinese Publications for Canadian Libraries Ltd.
105-716 Gordon Baker Rd. Toronto, ON. M2H 3B4
Tel: 416-800-5169 / 647-887-8767
E-mail: cao@ccbooks.ca
www.ccbooks.ca

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Frank Cao

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www.ccbooks.ca

Exhibit 82

CPCL SUGGESTED SPENDING BREAKDOWN 2014

Library Item	\$141, 233.65
Processing	\$73, 204.70

	AG	CL	MM	MV	TC	UL		
Adult Books								
- Fiction	\$ 6,433.15	\$ 6,433.15	\$ 6,433.15	\$ 6,433.15	\$ 6,433.15	\$ 6,433.15	\$	38,598.90
- NonFiction	\$ 5,718.36	\$ 5,718.36	\$ 5,718.36	\$ 5,718.36	\$ 5,718.36	\$ 5,718.36	\$	34,310.14
Adult DVDs								
- Fiction	\$ 7,862.74	\$ 7,862.74	\$ 7,862.74	\$ 7,862.74	\$ 7,862.74	\$ 7,862.74	\$	47,176.44
- NonFiction	\$ 2,501.78	\$ 2,501.78	\$ 2,501.78	\$ 2,501.78	\$ 2,501.78	\$ 2,501.78	\$	15,010.68
Adult CDs	\$ 1,072.19	\$ 1,072.19	\$ 2,144.38	\$ 1,072.19		\$ 1,072.19	\$	6,433.15
Juv Books								
- Board Book	\$ 1,559.55	\$ 779.78	\$ 1,559.55	\$ 1,559.55	\$ 1,559.55	\$ 1,559.55	\$	8,577.53
- Picture Bo	\$ 2,339.33	\$ 1,169.66	\$ 2,339.33	\$ 2,339.33	\$ 2,339.33	\$ 2,339.33	\$	12,866.30
- Easy Reade	\$ 1,559.55	\$ 779.78	\$ 1,559.55	\$ 1,559.55	\$ 1,559.55	\$ 1,559.55	\$	8,577.53
- Easy Ficti	\$ 1,559.55	\$ 779.78	\$ 1,559.55	\$ 1,559.55	\$ 1,559.55	\$ 1,559.55	\$	8,577.53
- Fiction	\$ 1,949.44	\$ 974.72	\$ 1,949.44	\$ 1,949.44	\$ 1,949.44	\$ 1,949.44	\$	10,721.92
- Non-Fictio	\$ 2,382.65	\$ 1,191.32	\$ 1,191.32	\$ 2,382.65	\$ 2,382.65	\$ 1,191.32	\$	10,721.92
Juv DVDs	\$ 2,382.65	\$ 1,191.32	\$ 2,382.65	\$ 2,382.65	\$ 1,191.32	\$ 1,191.32	\$	10,721.92
Juv CDs	\$ 268.05	\$ 268.05	\$ 536.10	\$ 268.05	\$ 268.05	\$ 536.10	\$	2,144.38
Total	\$ 37,588.99	\$30,722.63	\$37,737.90	\$37,588.99	\$35,325.47	\$35,474.38	\$	214,438.35
Total(Incl.HS)	\$ 42,475.55	\$34,716.57	\$42,643.83	\$42,475.55	\$39,917.78	\$40,086.05	\$	242,315.34

Juv Books

\$ 67,848.29

Please let me know if this is unclear.

Thanks,

Verna

From: CaoQiangli [mailto:frankcanada@live.com]
Sent: September 9, 2014 1:03 PM
To: Gilchrist, Verna
Cc: Feng, Suliang
Subject: RE: Scanned from MPL Admin Centre

Hi Verna,

I borrowed 8 DVD Items yesterday in your library. I found five of them are Pal format. I checked the records of these items in your web as the following:

DVDs with PAL format:

1. Huang tu di: 33287017352612

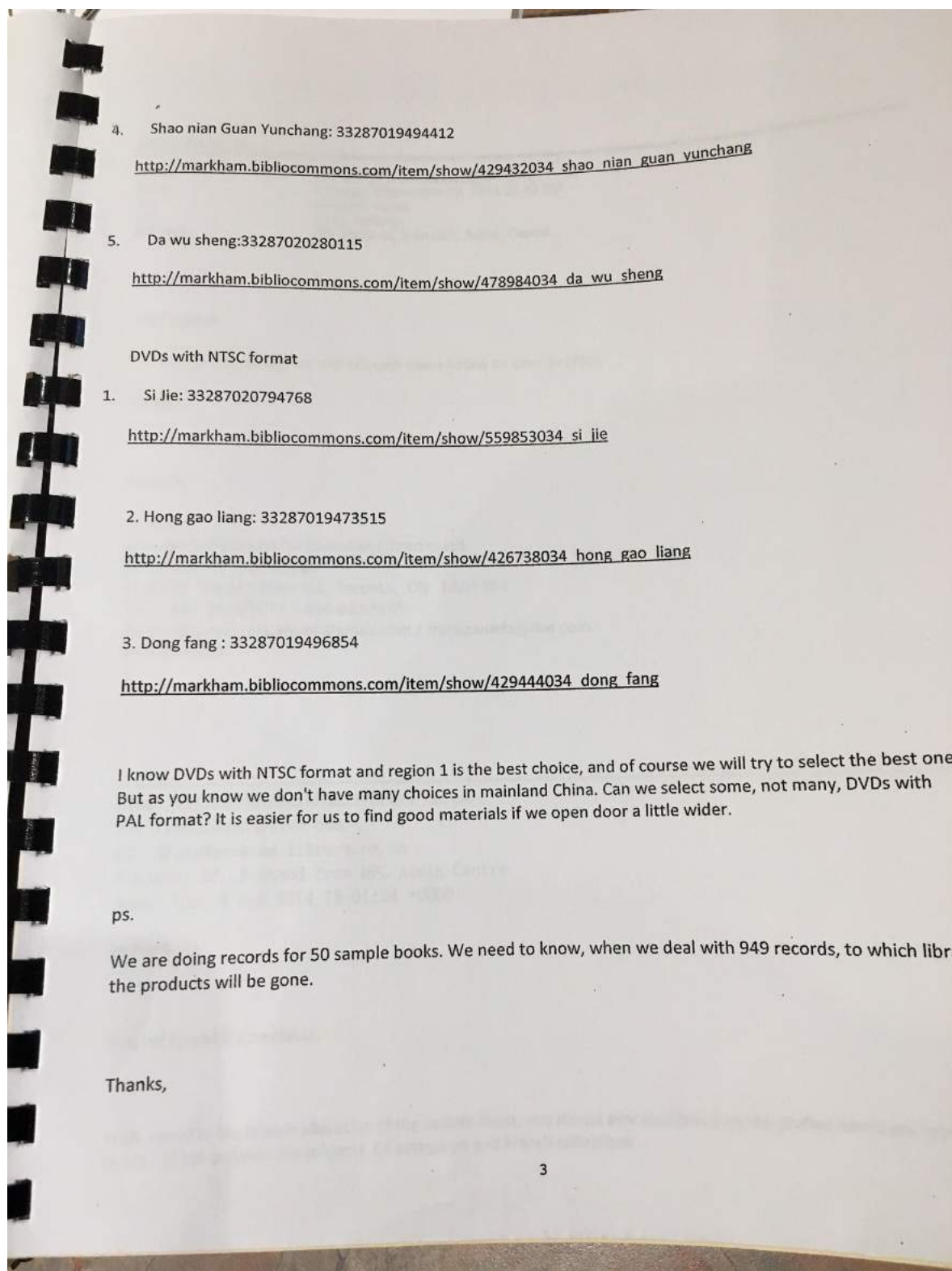
http://markham.bibliocommons.com/item/show/411352034_huang_tu_di

2. Tian'an Men: 33287018048458

http://markham.bibliocommons.com/item/show/408653034_tianan_men

3. Zhongguo yuan zheng jun: 33287021662584

http://markham.bibliocommons.com/item/show/437899034_zhongguo_yuan_zheng_jun



Feng, Suliang

From: CaoQiangli [frankcanada@live.com]
Sent: Tuesday, September 09, 2014 02:43 PM
To: Gilchrist, Verna
Cc: Feng, Suliang
Subject: RE: Scanned from MPL Admin Centre

Hi Verna,

That is great.

For the sample books, we will allocate them based on your profiles.

Thanks,

Frank Cao

Director
Chinese Publications for Canadian Libraries Ltd.
Canada China Book Bridge
Unit 105, Gordon Baker Rd., Toronto, ON. M2H 3B4
Tel: 1-647-887-8767 / 1-416-800-5169
Email: chinesepublications@gmail.com / frankcanada@live.com
www.ccbooks.ca

From: vgilchrist@markham.library.on.ca
To: frankcanada@live.com
CC: SFeng@markham.library.on.ca
Subject: RE: Scanned from MPL Admin Centre
Date: Tue, 9 Sep 2014 18:01:34 +0000

Hi Frank

Yes, Pal format is acceptable.

With regard to the branch allocation of the sample items, you should allocated based on the profiles which you rece in July. These outlined the subjects, C3 categories and branch collections.

**REPORT TO GENERAL COMMITTEE**

TO: Mayor and Members of Council

FROM: Jim Sales, Commissioner of Community and Fire Services
Catherine Biss, CEO, Markham Public Libraries

PREPARED BY: Deborah Walker, Manager, Library Strategy

DATE OF MEETING: 2006-03-06

SUBJECT: Acquisition of Library Materials for the Markham Village Library
Expansion and Renovation

RECOMMENDATION:

That the report, entitled "Acquisition of Library Materials for the Markham Village Library Expansion and Renovation," be received;

And that the Library Services Centre, Kitchener, Ontario, (hereinafter referred to as "LSC") be the preferred vendor for the selection, purchase, and preparation of the Markham Village Library's Collection;

And that funding for the Acquisition of Library Materials for the Markham Village Library Expansion and Renovation in the amount of \$1,144,600 is provided for in the 2005 Library Capital Account 76 5350 6836 005 Markham Village Library Collections;

And that the 2005 Library Capital Account 76 5350 6836 005 Markham Village Library Collections be closed upon payment of all invoices and any remaining balance be returned to the original source of funding.

PURPOSE:

The purpose of this report is to obtain funding to purchase the collection for the Markham Village Library during 2006, to ensure the items will be available to the public when the expanded and renovated Library re-opens to the public in spring 2007.

BACKGROUND:

On December 13, 2005, Council awarded the tender for the Markham Village Library Expansion and Renovation project and approved funding of \$10,805,370. This project encompasses the building of 12,500 square feet of new construction and 25,860 square feet of renovation to the existing Library. The renovated space consists of 6,300 square feet of Library Administrative space on the lower level and 19,560 square feet of existing Library public space. Also included

in the funding for this project was \$1,144,600 for the Library Collections. In its resolution, Council included the following provision regarding the Library Collections:

“And that the award for Markham Village Library Expansion and Renovation project collections, in the amount of \$1,144,600 be made in accordance with the Purchasing By-Law 2004-341.”

Construction is scheduled to start in January 2006 and be completed by spring 2007. The Library is planning to re-open the Markham Village Library in spring 2007, with a revitalized collection, improved by the addition of approximately 40,000 new items purchased with Development Charge funds allocated to the new construction portion of the project. To achieve this collection goal, the Library has developed a Collection Plan, which includes the following steps:

- Selection according to the community profile.
- Ordering and receiving.
- Cataloguing & linking—for public database access and circulation.
- Processing—for public access and security.

OPTIONS/DISCUSSION:

The Library Services Centre is recommended as Preferred Vendor for Selecting, Purchasing, and Processing the Collection for the Markham Village Library Expansion

The goal of building the 40,000-item collection is to be cost-effective, while also ensuring the collection is well chosen, tailored to the needs of the Markham Village community, and fully processed and ready for customer use on opening day in spring 2007. It is a very labour-intensive process.

The Library's plan for selecting, purchasing and preparing the collection is based on our successful experience in building the collection for the Angus Glen Library. The Angus Glen collection building process was outsourced to LSC as a preferred vendor, on the basis of LSC's status as the only vendor in Canada capable of delivering collection units in all the formats (print and nonprint) and languages required for the collection. The same consideration applies to the Markham Village Library collection project.

LSC is a non-profit, high-volume, member-owned central purchasing and processing centre located in Kitchener. A canvass of other vendors' capabilities indicates that LSC is the only vendor in Canada currently able to handle all formats and languages in the collection. The Library accordingly recommends LSC as the preferred vendor for the Markham Village Library collection.

This recommendation is further supported by the following analysis:

- **Excellent Track Record:** The outstanding Angus Glen Library collection was successfully developed through a contract with LSC. Library customers have

responded very positively to the Angus Glen collection—our projected circulation targets have been exceeded by more than double, with a total circulation for 2005 of approximately 1.3 million.

- **Low Cost:** On a format by format basis, LSC is the most competitive vendor in terms of discounts on materials and processing rates. Using LSC as the preferred vendor also enables Markham Public Libraries to minimize costs related to contract staff resources, shipping, handling, storage and insurance.
- **Strong Experience:** Since 1967, LSC has been in business as a non-profit central purchasing and processing centre, owned by and serving over 170 libraries.
- **A Long-Standing and Positive Business Partnership with Markham Public Libraries:** The Library has enjoyed a positive, long-standing business relationship with LSC since 1973.
- **Proven Expertise and Quality Control:** LSC and its staff have demonstrated consistently high levels of expertise over 32 years.
- **Project Manager Dedicated to Markham Village:** As part of its service, LSC will assign to the project the same Project Manager who handled the successful Angus Glen project. This effectively provides increased staff resources at no cost to the Library.
- **High Motivation:** As one of LSC's largest clients, the Library wields considerable influence with this vendor, which extends to this project and will help to ensure its success.

Library staff recommend proceeding in accordance with the provisions of Purchasing By-law 2004-341, Part II Section 7 (1) to “negotiate a contract for the supply of goods and services without a competitive process” and contracting with LSC as preferred vendor because LSC is the only vendor that can provide the full services required for this project (“where there is only one source of supply for the goods to be purchased” s. 7(1)(b)).

FINANCIAL CONSIDERATIONS:

On December 13, 2005 Council approved the Award of Tender # 188-T-05 for the construction of the Markham Village Library Expansion and Renovation along with the overall funding for this project (\$10,805,370). The funding included \$1,144,600 for the Library collection.

Funding in the amount of \$1,144,600 is provided for in the 2005 Library Capital Account 76 5350 6836 005 Markham Village Library Collections.

The 2005 Library Capital Account 76 5350 6836 005 Markham Village Library Collections be closed upon payment of all invoices and any remaining balance be returned to the original source of funding.

ENVIRONMENTAL CONSIDERATIONS:

Not applicable.

ACCESSIBILITY CONSIDERATIONS:

Not applicable.

ENGAGE 21ST CONSIDERATIONS:

Not applicable.

BUSINESS UNITS CONSULTED AND AFFECTED:

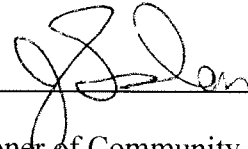
Financial Services.

ATTACHMENTS:

None.



Catherine Biss, CEO,
Markham Public Libraries



Jim Sales
Commissioner of Community and
Fire Services

Exhibit 85

PACKING LIST

Apr 2013

1	2221129015012	東西宮略	\$165.71	3	2	3	3	3	3	17
2	2221129015029	當旺爸爸	\$110.00	3	2	3	3	3	3	17
3	2221129015036	女警愛作戰	\$137.14	3	2	3	3	3	3	17
4	2221129015180	拳王	\$137.14	3	2	3	3	3	3	17
5	2221129015197	唐舞長安	\$165.71	3	2	3	3	3	3	17
6	2221129015333	心戰	\$186.71	3	2	3	3	3	3	17
7	2221129015340	衝呀! 瘦薪兵團	\$110.00	3	2	3	3	3	3	17
8	2221129015357	護花危情	\$110.00	3	2	3	3	3	3	17
9	2221129015388	飛虎	\$110.00	3	2	3	3	3	3	17
10	2221129015371	回到三國	\$137.14	3	2	3	3	3	3	17
11	2221129015395	怒火街頭2	\$137.14	3	1	3	3	3	3	16
12	2221129015401	造王者	\$165.71	3	1	3	3	3	3	16
13	2221129015418	巴不得媽媽	\$137.14	3	1	3	3	3	3	16
14	2221129015562	天梯	\$137.14	3	1	3	3	3	3	16
15	2221129015579	雷霆掃毒	\$137.14	3	1	3	3	3	3	16
16	4897005040348	鯀個100分男人	\$192.86	3	1	3	3	3	3	16
17	4890391154415	起勢搖滾	\$60.00	1	1	1	1	1	1	6
18	4897033393003	浮城	\$60.00	2	1	2	2	2	2	11
19	4895154904894	暴紅	\$60.00	2	1	2	2	2	2	11
20	4895033776765	四大名捕	\$60.00	1	1	1	1	1	1	6
21	4895033776888	奇風	\$60.00	1	1	1	1	1	1	6
22	4891670633560	飛皮II	\$60.00	1	1	1	1	1	1	6
23	4895154905112	鬼俠傳奇	\$60.00	1	1	1	1	1	1	6
24	2221129016378	春夏秋冬	\$60.00	1	1	1	1	1	1	6
25	4895033776932	愛兜兜唱伴我心	\$60.00	1	1	1	1	1	1	6
26	4890391154446	喜愛夜蒲2	\$60.00	1	1	1	1	1	1	6
27	4895033777328	男人如衣服	\$60.00	2	1	2	2	2	2	11
28	4891670634260	太極 1 從零開始	\$60.00	1	1	1	1	1	1	6
29	4891670634420	太極 2 英雄崛起	\$60.00	1	1	1	1	1	1	6
30	4897005042175	魅敢	\$60.00	1	1	1	1	1	1	6
31	4895033777731	天生愛情狂	\$60.00	1	1	1	1	1	1	6
32	4895024955544	我老公唔生性	\$60.00	2	1	2	2	2	2	11
33	4897005042328	親家過年	\$60.00	2	1	2	2	2	2	11
34	4890391105509	百年好合	\$60.00	2	1	2	2	2	2	11
35	112118070018	愛上屋新姐	\$60.00	1		1	1	1	1	5
36	112120905018	領七	\$60.00	1		1	1	1	1	5
37	4711158961483	妄想	\$60.00	1		1	1	1	1	5
38	4717415882645	龍虎鬥	\$60.00	1		1	1	1	1	5
39	4890391107954	生日快樂	\$60.00	1		1	1	1	1	5

Page 1 of 4

40	4890391107985	魔劍	\$60.00	1		1	1	1	1	5
41	4895017006895	飛砂風中轉	\$60.00	1		1	1	1	1	5
42	4895024953465	錦衣衛	\$60.00	1		1	1	1	1	5
43	4895017006468	大搜查之女	\$60.00	1		1	1	1	1	5
44	2221129016361	千杯不醉	\$60.00	1		1	1	1	1	5
45	4895074424304	第一誡	\$60.00	1		1	1	1	1	5
46	4895033776055	傾城之淚	\$60.00	1		1	1	1	1	5
47	4895033770848	荒村公寓	\$60.00	1		1	1	1	1	5
48	4895033766766	愛到發燒	\$60.00	1		1	1	1	1	5
49	4895033763888	魔術男	\$60.00	1		1	1	1	1	5
50	4897005036815	和空姐同居的日子	\$60.00	1		1	1	1	1	5
51	4897005030462	大四喜	\$60.00	1		1	1	1	1	5
52	4895017006505	遊龍戲鳳	\$60.00	1		1	1	1	1	5
53	4897005024128	一樓一鬼	\$60.00	1		1	1	1	1	5
54	4890391150479	六號山口	\$60.00	1		1	1	1	1	5
55	4890391152770	死神傻了	\$60.00	1		1	1	1	1	5
56	4897005024553	甜心粉絲王	\$60.00	1		1	1	1	1	5
57	4895024943497	醜女靚朋友	\$60.00	1		1	1	1	1	5
58	4893524360097	愛到底	\$60.00	1		1	1	1	1	5
59	4895033750130	長恨歌	\$60.00	1		1	1	1	1	5
60	4895033744818	A-1 頭條	\$60.00	1		1	1	1	1	5
61	4890391151058	武俠梁祝	\$60.00	1		1	1	1	1	5
62	4897005037515	借室還魂	\$60.00	1		1	1	1	1	5
63	4895043505645	魂喚唔齊	\$60.00	1		1	1	1	1	5
64	112117441017	少林無厘天機	\$60.00	1		1	1	1	1	5
65	4890391107800	新紮師妹3	\$60.00	1		1	1	1	1	5
66	4897005396360	絕代雙嬌	\$60.00	1		1	1	1	1	5
67	2221129015364	天行者	\$60.00	1		1	1	1	1	5
68	4897005020500	死心不息	\$60.00	1		1	1	1	1	5
69	4890391150080	野良犬	\$60.00	1		1	1	1	1	4
70	4711158961292	情義我心知	\$60.00	1		1	1	1	1	5
71	4711158961223	童夢奇緣	\$60.00	1		1	1	1	1	5
72	4897005025628	七擒七縱七色狼	\$60.00	1		1	1	1	1	5
73	4895073201005	南京1937	\$60.00	1		1	1	1	1	5
74	4895024950303	黑白道	\$60.00	1		1	1	1	1	5
75	4897007039203	有隻雀睇唔到你	\$60.00	1		1	1	1	1	5
76	4890391107930	第601個電話	\$60.00	1		1	1	1	1	5
77	4890391150004	地鐵第19層	\$60.00	1		1	1	1	1	5
78	4895074414626	狗咬狗	\$60.00	1		1	1	1	1	5
79	112118959016	單身部落	\$60.00	1		1	1	1	1	5
80	112216703014	心想事成	\$60.00	1		1	1	1	1	5
81	4711158961520	森靈	\$60.00	1		1	1	1	1	5

82	112118722016	美女食神	\$60.00	1		1	1	1	1	6
83	4897005024388	双子神偷	\$60.00	1		1	1	1	1	5
84	112118303017	情定學學	\$60.00	1		1	1	1	1	5
85	4897005395943	親愛的	\$60.00	1		1	1	1	1	5
86	4711158961445	鬼域	\$60.00	1		1	1	1	1	5
87	9787887632982	情色權謀三國殺 銅雀台 (周潤發 劉亦菲 蘇有朋)	\$35.00	2	1	2	2	2	2	11
88	9787798991789	四威 (馮雷 劉樺)	\$35.00	2	1	2	2	2	2	11
89	9787887632999	徐正超電影:傷心童話 (大左 謝楠 劉詩詩 胡夏)	\$35.00	2	1	2	2	2	2	11
90	9787887632937	二次曝光 (範冰冰 馮紹峰)	\$35.00	2	1	2	2	2	2	11
91	9787880862591	紐約客@上海 (歐陽朱珠 美國人)	\$35.00	2	1	2	2	2	2	11
92	9787884218691	爆笑電影:樂翻天 (姜武 寧靜 姚橈)	\$35.00	2	1	2	2	2	2	11
93	9787887632838	神探享特張 (真實事跡改編) 上海電影節 金爵獎最	\$35.00	2	1	2	2	2	2	11
94	9787887632852	四大名捕	\$35.00	2	1	2	2	2	2	11
95	9787887632814	宵夜 (薛凱琪 黃軒)	\$35.00	2	1	2	2	2	2	11
96	9787885313487	武訓傳 (趙丹·黃宗英·周伯勳·蔣天濤·王偉·	\$35.00	2	1	2	2	2	2	11
97	9787883781325	九河入海 (趙立新 王奎榮)	\$45.00	1	1	1	1	1	1	6
98	9787883781134	下輩子還嫁給你 (陳健蓉 張若鈞)	\$45.00	1	1	1	1	1	1	6
99	9787883781301	麻辣女兵 (李晨 王洋 侯勇)	\$45.00	1	1	1	1	1	1	6
100	9787798992441	小城大愛 (馮紹峰 班嘉佳)	\$45.00	1	1	1	1	1	1	6
101	9787798992427	蘭園 (江宏恩 呂佳容)	\$45.00	1	1	1	1	1	1	6
102	9787798991727	我的娘家我的婆 (戴嬌倩 葛蕾)	\$45.00	1	1	1	1	1	1	6
103	9787883780793	聖天門口 (段奕宏 宋佳)	\$45.00	1	1	1	1	1	1	6
104	9787798991741	連環套 (張志堅 於和偉)	\$45.00	1	1	1	1	1	1	6
105	9787885319199	孤軍英雄 (胡軍 李雪健)	\$45.00	1	1	1	1	1	1	6
106	9787798991710	蘇東坡 (陳銳 林心如)	\$45.00	1	1	1	1	1	1	6
107	9787883780894	微博通人 (陳健蓉)	\$45.00	1	1	1	1	1	1	6
108	9787885414597	戲點驚鴻 (葉祖新)	\$45.00	1	1	1	1	1	1	6
109	9787883780887	火龍刀鋒 (楊志剛 鄭凱)	\$45.00	1	1	1	1	1	1	6
110	9787883780021	戰爭不相信眼淚 (張博 齊芳 楊洋)	\$45.00	1	1	1	1	1	1	6
111	9787883780663	孤島飛鷹 (張子健 梁冠華)	\$45.00	1	1	1	1	1	1	6
112	9787884778522	老嚴有女不愁嫁 (李幼斌 王雪)	\$45.00	1	1	1	1	1	1	6
113	9787883780656	激情永遠燃燒 (劉佳 周小斌)	\$45.00	1	1	1	1	1	1	6
114	9787885415006	國家命運 (胡亞捷)	\$45.00	1	1	1	1	1	1	6
115	9787883780649	走出萌煙的女人 (於震 顏丙燕)	\$45.00	1	1	1	1	1	1	6
116	9787883780915	溫州一家人 (張譯 殷桃)	\$45.00	1	1	1	1	1	1	6
117	9787884341184	索美味 素食家的創意廚房	\$20.00	1	1	1	1	1	1	6
118	9787883751427	冰爽飲品	\$20.00	1	1	1	1	1	1	6
119	9787883751731	巴適川菜	\$20.00	1	1	1	1	1	1	6
120	9787883751748	好口味 粵菜	\$20.00	1	1	1	1	1	1	6
121	2221129016286	非常好喝 奶茶物語	\$20.00	1	1	1	1	1	1	6
122	9787884340620	小動作大健康! 早晚保健操	\$20.00	1	1	1	1	1	1	6
123	2221129018194	小動作大健康! 白領拉伸術	\$20.00	1	1	1	1	1	1	6

124	2221129016200	小動作大健康I 日常保健術	\$20.00	1	1	1	1	1	1	1	6
125	9787884340606	5分鐘保健操	\$20.00	1	1	1	1	1	1	1	6
126	9787884341665	浪漫交誼舞 國際標準舞完全指南	\$20.00	1	1	1	1	1	1	1	6
127	9787884341666	精品西點自己做：芝士蛋糕 布朗尼 慕斯	\$20.00	1	1	1	1	1	1	1	6
128	2221129016217	精品西點自己做：布丁 糖 燕	\$20.00	1	1	1	1	1	1	1	6
129	2221129016224	精品西點自己做：焦糖麵包 姜餅 松餅	\$20.00	1	1	1	1	1	1	1	6
130	9787884341191	泰拳攻防技術	\$20.00	1	1	1	1	1	1	1	6
131	2221129016231	陳式太極傳統老架76式 上	\$20.00	1	1	1	1	1	1	1	6
132	2221129016248	陳式太極傳統老架76式 下	\$20.00	1	1	1	1	1	1	1	6
133	2221129016255	高爾夫技術手冊I 基礎技術	\$20.00	1	1	1	1	1	1	1	6
134	9787883750949	高爾夫技術手冊II 實戰技術	\$20.00	1	1	1	1	1	1	1	6
135	9787799132730	香港粵劇：紅樓夢（華幼琪 淡敏儀）	\$20.00	1	1	1	1	1	1	1	6
136	9787799132747	香港粵劇：華幼琪粵劇藝術精品 3	\$20.00	1	1	1	1	1	1	1	6
137	9787799132754	香港粵劇：華幼琪粵劇藝術精品 4	\$20.00	1	1	1	1	1	1	1	6
138	9787798979695	粵劇紅梅大型古裝粵劇：寶蓮燈（陳韻紅 丁凡）	\$20.00	1	1	1	1	1	1	1	6
139	9787798979701	粵劇紅梅大型古裝粵劇：焚香記（陳韻紅 黃偉坤）	\$20.00	1	1	1	1	1	1	1	6
140	9787884852666	潮汕民風	\$20.00	1	1	1	1	1	1	1	6
141	9787884851690	汕頭老街	\$20.00	1	1	1	1	1	1	1	6
142	9780707989075	中國經典潮劇-回春、執法如山	\$20.00	1	1	1	1	1	1	1	6
143	2221129018262	中國經典潮劇-含子、碑會	\$20.00	1	1	1	1	1	1	1	6
144	2221129016279	中國經典潮劇-含子、磨房回	\$20.00	1	1	1	1	1	1	1	6
145	9787798973020	潮劇名家名段-回春、贈情	\$20.00	1	1	1	1	1	1	1	6
146	9787885222598	潮州音樂-佛樂	\$20.00	1	1	1	1	1	1	1	6
147	9787885221690	潮州音樂-潮陽笛套	\$20.00	1	1	1	1	1	1	1	6
148	9787884851966	潮韻新聲	\$20.00	1	1	1	1	1	1	1	6

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Jul apr 2013

PACKING LIST (Children DVD)

Seq#	ISBN / Model No.	Item Description	Price	AG	CL	MM	MV	UL	TC	QTY
1	9787537444057	雙語幼兒園4DVD系列弟子規、道德經、論語、莊子	\$15.00	1	1	1	1	1	1	6
2	9787537444118	雙語幼兒園4DVD系列幼兒創意美術	\$15.00	1	1	1	1	1	1	6
3	9787537444149	雙語幼兒園4DVD系列小小智慧樹	\$15.00	1	1	1	1	1	1	6
4	9787537444064	雙語幼兒園4DVD系列雙語不用教終極權威版	\$15.00	1	1	1	1	1	1	6
5	9787537444002	雙語幼兒園4DVD系列愛我你就抱抱我	\$15.00	1	1	1	1	1	1	6
6	9787537444217	雙語幼兒園4DVD系列雙語童話故事	\$15.00	1	1	1	1	1	1	6
7	9787537444040	雙語幼兒園4DVD系列我的雙語兒歌	\$15.00	1	1	1	1	1	1	6
8	9787537444095	雙語幼兒園4DVD系列小故事大智慧	\$15.00	1	1	1	1	1	1	6
9	9787537444026	雙語幼兒園4CD系列新愛和樂	\$15.00	1	1	1	1	1	1	6
10	9787537444194	雙語幼兒園4DVD系列學拼音 聲母與韻母	\$15.00	1	1	1	1	1	1	6
11	9787881019505	雙語幼兒園4DVD系列標準國際音標	\$15.00	1	1	1	1	1	1	6
12	9787881019512	雙語幼兒園4DVD系列大聲讀唐詩	\$15.00	1	1	1	1	1	1	6
13	2011061306091	跟叻叻果叮嚀律唱讀學英文DVD2	\$25.00	1	1	1	1	1	1	6
14	2011061306107	跟叻叻果叮嚀律唱讀學英文DVD3	\$25.00	1	1	1	1	1	1	6
15	2011061306114	跟叻叻果叮嚀律唱讀學英文DVD4	\$25.00	1	1	1	1	1	1	6
16	2010121205923	叻叻果叮學普通話1: DVD	\$25.00	1	1	1	1	1	1	6
17	2010121205930	叻叻果叮學普通話2: DVD	\$25.00	1	1	1	1	1	1	6
18	2010121205947	叻叻果叮學普通話3: DVD	\$25.00	1	1	1	1	1	1	6
19	2010121205954	叻叻果叮學普通話4: DVD	\$25.00	1	1	1	1	1	1	6
20	2010121205961	叻叻果叮學普通話5: DVD	\$25.00	1	1	1	1	1	1	6
21	2010121205978	叻叻果叮學普通話6: DVD	\$25.00	1	1	1	1	1	1	6
22	2012080105078	唱唱學學唱讀兒歌學普通話1: DVD	\$25.00	1	1	1	1	1	1	6
23	2012080105085	唱唱學學唱讀兒歌學普通話2: DVD	\$25.00	1	1	1	1	1	1	6
24	2012080105092	唱唱學學唱讀兒歌學普通話3: DVD	\$25.00	1	1	1	1	1	1	6
25	2012080105108	唱唱學學唱讀兒歌學普通話4: DVD	\$25.00	1	1	1	1	1	1	6

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2013

PACKING LIST (Children DVD)

Seq#	ISBN / Model No.	Item Description	Price	AO	CL	MM	MV	UL	YC	QTY
1	9787884353354	双子宫 5DVD	\$15.00	1	1	1	1	1	1	6
2	9787537443913	双语幼儿园4DVD系列十万个为什么	\$15.00	1	1	1	1	1	1	6
3	9787537443937	双语幼儿园4DVD系列三字经、百家姓、千字文、堆	\$15.00	1	1	1	1	1	1	6
4	9787537444057	双语幼儿园4DVD系列弟子规、道德经、论语、庄子	\$15.00	1	1	1	1	1	1	6
5	9787537444217	双语幼儿园4DVD系列双语童话故事	\$15.00	1	1	1	1	1	1	6
6	9787537444040	双语幼儿园4DVD系列我的双语儿歌	\$15.00	1	1	1	1	1	1	6
7	9787537444194	双语幼儿园4DVD系列学拼音 声母与韵母	\$15.00	1	1	1	1	1	1	6
8	6954616052011	水木娃娃：精编趣味少儿百科4DVD	\$15.00	1	1	1	1	1	1	6
9	6954616051908	十万个为什么科学小达人-动物篇 人体奥秘篇8DVD	\$20.00	1	1	1	1	1	1	6
10	6954616052004	十万个为什么科学小达人-天文地理篇 现代日常篇8	\$20.00	1	1	1	1	1	1	6
11	9787885374327	语言启蒙-趣味学拼音2DVD	\$15.00	1	1	1	1	1	1	6
12	9787885440275	小宝贝2DVD系列-益智童谣	\$15.00	1	1	1	1	1	1	6
13	9787885440305	小宝贝2DVD系列-睡前故事	\$15.00	1	1	1	1	1	1	6
14	9787885255596	宝宝学拼音识汉字	\$15.00	1	1	1	1	1	1	6
15	9787885255657	学拼音学音标	\$15.00	1	1	1	1	1	1	6

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PACKING LIST

2013

1	2221129016116	名媛望族	\$231.43	3	2	3	3	3	3	17
2	2221129016125	太太腔	\$192.88	3	2	3	3	3	3	17
3	2221129016132	幸福摩天輪	\$110.00	3	2	3	3	3	3	17
4	2221129016149	法網狙擊	\$165.71	3	2	3	3	3	3	17
5	2221129016156	老表,你好嘢!	\$110.00	3	2	3	3	3	3	17
6	2221129016163	初五撈市錄	\$110.00	3	2	3	3	3	3	17
7	2221129016170	戀愛季節	\$110.00	3	2	3	3	3	3	17
8	2221129016187	心路GPS	\$110.00	3	2	3	3	3	3	17
9	2221129016385	仁心解碼II	\$137.14	3	2	3	3	3	3	17
10	2221129016392	神探高倫布	\$137.14	3	2	3	3	3	3	17
11	2221129016521	太陽的女人	\$35.00	2	1	2	2	2	2	11
12	2221129016538	明星的戀人 (1-20集)	\$35.00	2	1	2	2	2	2	11
13	2221129016545	他們的世界 (1-16集)	\$33.00	2	1	2	2	2	2	11
14	2221129016552	璀璨的遺產	\$48.00	2	1	2	2	2	2	11
15	2221129016559	拜託小姐 (1-16集)	\$33.00	2	1	2	2	2	2	11
16	2221129016576	不離精願的男人 (1-16集)	\$33.00	2	1	2	2	2	2	11
17	2221129016583	學習之神 <1-16集>	\$29.00	2	1	2	2	2	2	11
18	2221129016590	富翁的誕生 (1-20集)	\$43.00	2	1	2	2	2	2	11
19	2221129016606	麵包王金卓求 (EP. 1-30)	\$53.00	2	1	2	2	2	2	11
20	2221129016613	咖啡屋 (1-18集)	\$35.00	2	1	2	2	2	2	11
21	2221129016620	夢想高飛 (1-16集)	\$33.00	2	1	2	2	2	2	11
22	2221129016637	童顏美女 <1-20集>	\$38.00	2	1	2	2	2	2	11
23	2221129016644	需要浪漫 (1-16集)	\$33.00	2	1	2	2	2	2	11
24	2221129016651	愛情雨 (1-20集)	\$43.00	2	1	2	2	2	2	11
25	2221129016668	仁醫 (1-22集)	\$45.00	2	1	2	2	2	2	11
26	2221129016675	愛情上鎖身 (1-16集)	\$33.00	2	1	2	2	2	2	11
27	2221129016682	不朽的名作 (1-20集) ce	\$43.00	2	1	2	2	2	2	11
28	2221129016699	新娘面具 (1-28集)	\$52.00	2	1	2	2	2	2	11
29	2221129016705	想你 (1-21集)	\$55.00	2	1	2	2	2	2	11
30	2221129016712	黃金時間 (1-23集)	\$44.00	2	1	2	2	2	2	11
31	2221129016729	擁抱太陽的月亮 (1-20集)	\$39.00	2	1	2	2	2	2	11
32	2221129016736	我願意 (1-16集)	\$33.00	2	1	2	2	2	2	11
33	2221129016743	鋼琴下的秘密 (1-30集)	\$53.00	2	1	2	2	2	2	11
34	9787884355099	非诚勿扰	\$45.00	1		1	1	1	1	5
35	9787798993875	正午陽光	\$45.00	1		1	1	1	1	5
36	9787798995459	幸福保卫战	\$45.00	1		1	1	1	1	5
37	9787883782759	王者清風	\$45.00	1		1	1	1	1	5
38	9787884354825	媽媽的花样年华	\$45.00	1		1	1	1	1	5
39	9787885416386	我的左手右手	\$45.00	1		1	1	1	1	5

40	9787884354917	神医喜来乐传奇	\$45.00	1		1	1	1	1	5
41	9787798995497	我的妈妈是天使	\$45.00	1		1	1	1	1	5
42	9787887633392	一九四二	\$35.00	1	1	1	1	1	1	6
43	9787887633279	王的盛宴	\$35.00	1	1	1	1	1	1	6
44	9787887633293	101次say yes 求婚	\$35.00	1	1	1	1	1	1	6
45	9787887633217	血滴子	\$35.00	1	1	1	1	1	1	6
46	9787887633231	爱情不NG	\$35.00	1	1	1	1	1	1	6
47	9787887633224	杀生	\$35.00	1	1	1	1	1	1	6
48	9787887633477	致青春我们终将逝去的	\$35.00	1	1	1	1	1	1	6
49	9787799516691	经穴按摩基础知识	\$20.00	1		1	1	1	1	5
50	9787885818463	中医养生足道白通	\$20.00	1		1	1	1	1	5
51	9787537448123	黄帝内经养生智慧大全集4DVD+1CD套装一	\$20.00	1		1	1	1	1	5
52	9787537448130	黄帝内经养生智慧大全集4DVD+1CD套装二	\$20.00	1		1	1	1	1	5
53	9787537448109	春季养生 4DVD+1CD套装	\$20.00	1		1	1	1	1	5
54	9787537448118	夏季养生 4DVD+1CD套装	\$20.00	1		1	1	1	1	5
55	9787537448192	道家养生4DVD+1CD套装	\$20.00	1		1	1	1	1	5
56	9787537448178	中医体质养生4DVD+1CD套装	\$20.00	1		1	1	1	1	5
57	9787537448161	中医五脏养生4DVD+1CD套装	\$20.00	1		1	1	1	1	5
58	9787799833248	百家讲坛：郝万山说健康	\$20.00	1		1	1	1	1	5
59	9787799833491	八大名厨贺新春	\$20.00	1		1	1	1	1	5
60	9787799833484	钱文忠解读百家姓	\$20.00	1		1	1	1	1	5
61	9787799833187	中国古镇 上部	\$30.00	1		1	1	1	1	5
62	9787799833194	中国古镇 下部	\$30.00	1		1	1	1	1	5
63	9787799833132	玄奘之路	\$20.00	1		1	1	1	1	5
64	9787799832524	百年巨匠	\$20.00	1		1	1	1	1	5
65	9787799832005	故宫100	\$20.00	1		1	1	1	1	5
66	9787798801989	中医按摩防治类风湿性关节炎肩周炎	\$20.00	1		1	1	1	1	5
67	2221129018514	中医按摩防治中风 更年期综合症	\$20.00	1		1	1	1	1	5
68	4712832845570	阿爸 DVD	\$40.00	1		1	1	1	1	5
69	4717954161713	好缘又好近 DVD	\$40.00	1		1	1	1	1	5
70	4897033393720	百里酒店(粵/國)	\$60.00	2		1	1	1	1	5
71	4895154905921	2013我愛HK恭賀發財(粵/國)	\$60.00	2		2	2	2	2	10
72	4895033778035	犀利人妻·電影完結篇(國)	\$60.00	2		2	2	2	2	10
73	4890391154422	聽風者(粵/國)	\$60.00	2		2	2	2	2	10
74	4895024955674	熱愛島(粵/國)	\$60.00	2		2	2	2	2	10
75	4895024955704	尋我愛你(粵/國)	\$60.00	2		2	2	2	2	10
76	4890391154132	一代宗師(粵/國)	\$60.00	2		2	2	2	2	10
77	4897048060471	101次求婚(國)	\$60.00	2		2	2	2	2	10
78	4895033778431	人再囍途之泰西(粵/國)	\$60.00	2		2	2	2	2	10
79	4895033778691	在一起(粵/國)	\$60.00	2		2	2	2	2	10
80	4890391154408	大武當天地密碼(粵/國)	\$60.00	2		2	2	2	2	10

Qiangli Cao
Plaintiff and Appellant

- and -

CITY OF MARKHAM *et al.*
Defendants and Respondents

Court of Appeal File No.C68148

**COURT OF APPEAL FOR
ONTARIO**

Exhibit Book

Qiang Li Cao

XXX

XXX

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Self Represented