



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 230-2014

**SUPPLY AND DELIVERY OF A WIDE RANGE OF POPULAR HIGH INTEREST
PRINT MAGAZINES AND NEWSPAPERS IN ENGLISH, FRENCH AND OTHER
LANGUAGES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF A WIDE RANGE OF POPULAR HIGH INTEREST PRINT MAGAZINES AND NEWSPAPERS IN ENGLISH, FRENCH AND OTHER LANGUAGES

B2. SUBMISSION DEADLINE

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

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

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

B3. ENQUIRIES

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

B6. SUBSTITUTES

- B6.1 No Substitutions shall be allowed for this Work.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Technical Plan in accordance with B10.6.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and two (2) copies.
- B7.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:

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

B8. PROPOSAL

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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

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

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

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

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;

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

B9.2 The titles listed on Form B:Prices are based on 2014 subscriptions at Winnipeg Public Library and are subject to change. The City will use said quantities for the purpose of comparing Proposals.

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

B10. **QUALIFICATION**

B10.1 The Bidder shall:

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

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10.6 **TECHNICAL PLAN**

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

- (a) Fulfillment rate
 - (i) Total number of titles the bidder shall supply (total ITEM NO.'s on Form B: Prices.). Any items not filled in will be considered "not supplied"
- (b) Delivery time-frame shall be from serial publication date to delivery to Millennium Library

- (c) Web based service delivery availability which would include but not be limited to information regarding the bidder's ability to provide :
 - (i) A well developed web based serials subscription management system for the Library.
- (d) Claiming ability, which would include but not be limited to information regarding the bidder's ability to:
 - (i) Supply an online mechanism for claiming and renewals.
- (e) Reporting tools which would include but not be limited to reporting on:
 - (i) Serial copies claimed
 - (ii) Renewals
 - (iii) Annual pricing comparisons
 - (iv) Cancelled titles
 - (v) Serials subject overview
- (f) Customer service and training
 - (i) Dedicated customer service representative for Winnipeg Public Library
 - (ii) Training to be provided on the online management system
 - (iii) Training to be provided on the reporting tools
- (g) Option to purchase missing copies
 - (i) a mechanism for locating and acquiring missing copies

B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B11.1 Proposals will not be opened publicly.
- B11.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B11.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE OFFER

- B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B12.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B13. WITHDRAWAL OF OFFERS

- B13.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
 - B13.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
 - B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Proposal withdrawn.

B13.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. INTERVIEWS

B14.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B15. NEGOTIATIONS

B15.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B15.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B15.3 If, in the course of negotiations pursuant to B15.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B16. EVALUATION OF PROPOSALS

B16.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom: pass/fail;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10: pass/fail;
- (c) Total Score from Request for Proposal (RFP) (100%);
 - (d) Bid Price, (Form B:Prices Columns A+B+C) (40 points)
 - (e) Fulfillment rate further to B10.6(a) (40 points)
 - (f) Delivery time frame, further to B10.6(b) (3 points)
 - (g) Web based service delivery, further to B10.6(c), (5 points)
 - (h) Claiming ability, further to B10.6(d) (5 points)
 - (i) Reporting tools, further to B10.6(e) (3 points)
 - (j) Customer service and training B10.6(f) (2 points)
 - (k) Option to purchase missing copies, further to B10.6(g) (2 points)
- (l) economic analysis of any approved alternative pursuant to B6;

(m) costs to the City of administering multiple contracts.

- B16.2 Further to B16.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.
- B16.4 Further to B16.1(c), the Total Score from RFP, shall be the Proponent's total score from the RFP weighted at the value indicated in B16.1(c).
- B16.5 Further to B16.1(d), the Bid Price shall be the sum of columns A+B+C on Form B:Prices.
- B16.6 Further to B16.1(e), 30 points will be assigned for greatest fulfillment pursuant to B10.6(a), (most ITEM NO.'S on Form B:Prices) and decreasing points assigned to bids with progressively less fulfillment rates
- B16.7 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.
- B16.7.1 Notwithstanding B9.1, the Bidder may, but is not required to bid on all items.
- B16.7.2 Notwithstanding B17.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.
- B16.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B16.1(a) and B16.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B17. AWARD OF CONTRACT**
- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B16.
- B17.4 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

- B17.5 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.6 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of a wide range of popular high interest magazines and newspapers in English, French and other languages for the Winnipeg Library System for the publishing years 2015 and 2016, with the option of four 2-year extensions. The City may make annual adjustments to the Titles required, and titles and number of issues shall be confirmed by October 1 of the previous year.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to October 1st of the pertinent extension year if invoked. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective for the respective publishing year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The City's current approximate annual budget for print Magazines is \$110,000.00

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

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

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

D3. DEFINITIONS

D3.1 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) "**Proposal**" means the offer contained in the Proposal Submission;
- (b) "**Proposal Submission**" or "**Submission**" means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (c) "**Request for Proposal (RFP)**" means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, and all

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Betty Parry

Telephone No.: (204) 986-5002

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability to remain in place at all times during the performance of the Work;
 - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in **D8**;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

- D10.1 Winnipeg Public Library submits their order annually by October 1 for titles and the number of copies of that title, and the Contractor shall supply and deliver the titles to the central branch located at Millennium Library, Attention: Serials, 251 Donald Street 3rd Floor, Winnipeg, Manitoba, R3C 3P5.
- D10.1 Goods shall be f.o.b. destination, freight prepaid.
- D10.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D10.3 The Contractor shall off-load goods as directed at the delivery location.

D11. ORDERS

- D11.1 Orders shall be in accordance to B10.6(c). The Contractor shall also provide a local Winnipeg telephone number or a toll-free telephone number or email contact.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract, in accordance with B10.6(e).
- D12.2 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C10, the Contractor shall submit an annual invoice for the subscription year to:
- The City of Winnipeg, Library Services Division
Attn: Serials, Millennium Library
251 Donald Street
Winnipeg MB R3C 3P5
Facsimile No.: 204 986-6729
- D13.1.1 Invoices must clearly indicate, as a minimum:
- (a) the City's Contract Number and purchase order number;
 - (b) date of delivery;
 - (c) delivery address;

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

D13.2 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.3 Bids Submissions must be submitted to the address in B7.8.

D14. **PAYMENT**

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. **PURCHASING CARD**

D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D15.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D16. **WARRANTY**

D16.1 Warranty is as stated in C11.