

# THE CITY OF WINNIPEG

# **REQUEST FOR PROPOSAL**

RFP NO. 641-2007

PROVISION OF CUSTOMS BROKERAGE SERVICES

# **TABLE OF CONTENTS**

PART A - PROPOSAL SUBMISSION	
Form A: Proposal	1
PART B - BIDDING PROCEDURES	
<ul> <li>B1. Contract Title</li> <li>B2. Submission Deadline</li> <li>B3. Enquiries</li> <li>B4. Confidentiality</li> <li>B5. Addenda</li> <li>B6. Proposal Submission</li> <li>B7. Proposal</li> <li>B8. Qualification</li> <li>B9. Service, Experience, References and Procedures</li> <li>B10. Fees</li> <li>B11. Opening of Proposals and Release of Information</li> <li>B12. Irrevocable Offer</li> <li>B13. Withdrawal of Offers</li> <li>B14. Interviews</li> <li>B15. Negotiations</li> <li>B16. Evaluation of Proposals</li> <li>B17. Award of Contract</li> </ul>	1 1 1 1 2 2 3 4 4 5 5 6 6 6
PART C - GENERAL CONDITIONS	
C0. General Conditions	1
PART D - SUPPLEMENTAL CONDITIONS	
General D1. General Conditions D2. Scope of Work D3. Definitions D4. Contract Administrator D5. Confidentiality and Ownership of Information D6. Background	1 1 1 1 2 2
Submissions D7. Authority to Carry on Business D8. Insurance	3
Control of Work  D9. Commencement  D10. Orders  D11. Records	3 4 4
Measurement and Payment D12. Invoices D13. Payment D14. Purchasing Card	4 4 5
PART E - SPECIFICATIONS	
General E1. Applicable Specifications and Drawings	1

#### **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 PROVISION OF CUSTOMS BROKERAGE SERVICES

# **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February, 1, 2008.
- 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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.

Bidding Procedures Page 2 of 7

Template Version: Sr220070412

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site 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.** PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
  - (a) Form A: Proposal;
  - (b) Service, Experience, References and Procedures as required in B9;
  - (c) Fees in accordance with B10.
- B6.2 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.
- B6.3 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B6.5 The Proposal shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B6.5.1 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.
- B6.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.7 Proposals shall be submitted to:

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

#### B7. PROPOSAL

- B7.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B7.2 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 own name, his 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;

- Template Version: Sr220070412
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 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 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 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.
- B7.5 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.

## **B8. QUALIFICATION**

- B8.1 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.
  - (d) be a Licensed Custom Broker and the individual assigned to our account must have a valid Custom Brokers License.
- B8.2 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 Branch internet site at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>.
- B8.3 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).
- B8.4 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.
- B8.5 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.

#### B9. SERVICE, EXPERIENCE, REFERENCES AND PROCEDURES

- B9.1 The Bidder shall submit with their Proposal the following:
  - (a) A clear description of the services offered;
  - (b) All equipment, software and services necessary to meet the mandatory requirements of the Contract:
  - (c) Qualifications of the staff directly involved in clearing shipments under this Contract in accordance with B8.1(d);
  - (d) Experience of support staff;
  - (e) Resources available through Subcontractors, strategic alliances, etc.; and
  - (f) Experience of any Subcontractors proposed;
  - (g) A list of current major clients including a contact person's name and telephone number; and
  - (h) Administrative procedures and processes involved in invoice payment and problem resolution.

#### B10. FEES

- B10.1 The Bidder shall submit, with their proposal, a schedule of fees in Canadian funds for all current services offered, including any applicable disbursement fees.
- B10.2 Fees shall be fixed for the duration of the Contract except for changes stipulated, with amounts and effective dates in the Proposal Submission.
- B10.3 The Bidder shall submit, a schedule of prices for any requirements, if applicable as stated in accordance with B9.1(b).
- B10.4 Fees shall be based on payment as per D13.1. Bidders may submit a discount based on early payment.
- B10.5 Fees shall not be charged where a service is provided to correct an error by the broker.
- B10.5.1 Notwithstanding C11.1.1, prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.6 The quantities listed in D6.1 are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.7 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.

#### B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B11.1 Proposals will not be opened publicly.
- B11.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site 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.
- B11.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

#### **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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B13. WITHDRAWAL OF OFFERS**

- B13.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, 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 Proposal after the Submission Deadline but before his 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, including the right to retain the Bidder's bid security.

#### **B14. INTERVIEWS**

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

#### **B15. NEGOTIATIONS**

- B15.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B15.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal; the City will not necessarily pursue negotiations with any Bidder.
- 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 any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

#### **B16.** EVALUATION OF PROPOSALS

total contract cost

- 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:

(50%);

- (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B8:
  - (i) mandatory qualifications (pass/fail);
- (c) service, experience and references
  (d) procedures
  (e) fees
  (30%)
  (10%);
  (10%); and
- B16.2 Further to B16.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal or in other information required to be submitted, that he is responsible and qualified.
- B16.4 Further to B16.1(c), the service, experience and references will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B16.5 Further to B16.1(d), procedures will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B16.6 Further to B16.1(e), fees will be evaluated considering the Bidder's Proposal or in other information required to be submitted. The Bidder who submits the proposal with the fewest number of fees will be awarded the highest number of points and all other submissions will be pro-rated accordingly.
- B16.7 Further to B16.1(f), the total contract cost will be evaluated considering the quantities given for 2006 data multiplied by the bidders fees.
- B16.8 This Contract will be awarded as a whole.

#### **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.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n), 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**

# CO. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Supply of Services*

## **PART D - SUPPLEMENTAL CONDITIONS**

#### **GENERAL**

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, 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 Provision of Custom Brokerage Services for the period of May 1, 2008 to April 30, 2013 with the possibility of one (1) five (5) year extension, upon mutual agreement, in accordance with the applicable Specifications..
- D2.2 The major components of the Work are as follows:
  - (a) Providing custom brokerage services for various City departments, this shall include, but not be limited to:
    - (i) Effecting clearance and release of goods imported into Canada and of facilitating the export of goods from Canada by preparing and reviewing, as applicable, of necessary import/export entry documents such as cargo control documents, invoices, customs entry forms and any required certificates, licenses, permits or forms required to comply with the Customs Tariff Act, the Customs Act or any other Act of the Government of Canada and the Province of Manitoba or of the government of any other country having jurisdiction related to the import/export of goods;
  - (b) Maintaining and making available to the City on an "as required" basis, records of all imports and exports, including:
    - (i) Copies of all entries;
    - (ii) Copies of all invoices as presented at Customs, and of related trade and commercial invoices;
    - (iii) Copies of all statements, bills and accounts;
    - (iv) Copies of all records necessary to substantiate all charges which are included in or are additional to the purchase price of the goods themselves, whether or not such charges are included in the value for duty; and
    - (v) Activity reports showing, for each transaction, value for duty, duty and taxes paid, brokerage fees charged, other costs charged, and broker's entire invoice amount for the transaction.
- 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 C7.2, 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 When used in this Request for Proposal:
  - (a) "User" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Corinne Evason Policy, Process, Analyst Trainer Main floor, 185 King Street

Telephone No. (204) 986-8034 Facsimile No. (204) 949-1178

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### D6. BACKGROUND

- D6.1 The following data for 2006 is provided for the information of Bidders:
  - (a) Total number of import entries 215;
  - (b) Value for duty:

Duty Value from	Duty Value to	No. of Entries +/-
\$0.00	\$1,600.00	129 +/- entries
\$1,601.00	\$2,000.00	37 +/- entries
\$2,001.00	\$5,000.00	25 +/- entries
\$5,001.00	\$10,000.00	10 +/- entries
\$10,001.00 plus		14 +/- entries

- (c) Total duty paid, value of entries \$560,000.00;
- (d) Total duty paid \$22,329.44;
- (e) Total GST paid \$269.79;
- (f) Misc transactions (export documentation, certificates of origin, etc.) 7 +/- entries; and
- (g) Commercial invoices usually contain one (1) to five (5) lines per invoice.
- D6.2 The following information is provided for the convenience of Bidders:
  - (a) The City normally issues a Purchase Order for goods, and a clearly indicated City purchase order number on the shipping documents will be regarded as prima facie indication that a shipment is to be cleared on behalf of, and at the expense of, the City. However, a purchase order number may not be indicated for any of the following reasons:
    - (i) The City has a few repetitive imports of the same class of goods from the same supplier.
    - (ii) The City consists of 15 departments occupying in excess of 300 facilities; a single department may occupy several facilities and a single facility may be shared by several departments. In order to track billings the City has, in the past, required

- approximately 60 separate accounts with its customs broker. In 2006 there were 37 active accounts.
- (iii) The City will not deposit funds with the broker for payment of duty, taxes, fees or other disbursements. The broker shall pay all necessary disbursements on behalf of the City and invoice the City for any such payments.

#### **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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- 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.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) 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.

## **CONTROL OF WORK**

#### D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he 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 on the Site 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 C6.14;
    - (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. ORDERS

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum:
  - (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s);
  - (d) description and quantity of services provided; and
  - (e) a breakdown of the total value of entries, total duty paid, total GST paid and the total number of import entries.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within thirty (30) Calendar Days of the end of that year.

#### **MEASUREMENT AND PAYMENT**

#### D12. INVOICES

- D12.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D12.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D12.3 Invoices must clearly indicate, as a minimum:
  - (a) the City's order number;
  - (b) date(s) of clearance through customs;
  - (c) disbursements and fees itemized and shown as separate amounts;
  - (d) subtotal of disbursements and fees:
  - (e) location at which service was provided;
  - (f) type and quantity of services provided;
  - (g) the amount payable with GST and MRST shown as separate amounts; and
  - (h) the Contractor's GST registration number.
- D12.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

# D13. PAYMENT

- D13.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D13.2 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

# D14. PURCHASING CARD

D14.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

# **PART E - SPECIFICATIONS**

# **GENERAL**

# E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 The Contractor shall provide services in accordance with the requirements listed in D2. Scope of Work.