

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Special Projects/Projets Spéciaux
11 Laurier St./11, rue Laurier
Place du Portage/, Phase III
Floor 10C1/Étage 10C1
Gatineau
Québec
K1A 0S5

| | |
|--|--|
| Title - Sujet MOVING SERVICES | |
| Solicitation No. - N° de l'invitation EN578-131825/B | Amendment No. - N° modif. 004 |
| Client Reference No. - N° de référence du client 20131825 | Date 2013-08-21 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ZL-109-26299 | |
| File No. - N° de dossier 109z1.EN578-131825 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-30 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Stephen, Renee | Buyer Id - Id de l'acheteur 109z1 |
| Telephone No. - N° de téléphone (819) 956-6973 () | FAX No. - N° de FAX (819) 956-2675 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

This Amendment is raised to provide clarification and answers to questions from potential suppliers.

Question 1:

1) Attachment 1 to Part 4 - Technical Criteria; Point Rated Technical Criterion (RT5)

The first paragraph refers to RT4.1 and RT4.3. We believe this should refer to RT5.1 and RT5.3 on pages 29 and 30. Please clarify.

Answer 1:

Please see update in amendment 002.

Question 2:

2) Attachment 1 to Part 4 - Technical Criteria; Point Rated Technical Criterion (RT6.1 and RT7.1)

Both RT6.1 page 32 and RT7.1 page 33 have minimum weighing points required to pass. On page 24 it states that we need an overall score of 70% or greater. Are the minimums listed on page 32 and 33 errors or must both of these criteria be met?

Answer 2:

For RT6.1 and RT7.1 the Bidder must achieve minimum points for these particular criteria as well as achieve a minimum overall score of 70%.

Under Part 4 - Evaluation Procedures and Basis of Selection; 2.0 Basis of Selection (2.1.1c)

DELETE:

Obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria

INSERT:

Obtain the required minimum number of points for RT6 and RT7 and obtain the minimum overall score as specified in Attachment 1 to Part 4 for the point rated technical criteria.

Question 3:

3) Attachment 1 to Part 4 - Technical Criteria; Point Rated Technical Criterion (RT7.1)

The phrase, "structure of the insurance organization (in-house or subcontracted) contradicts page 116 clause 7.1 "In addition, claims services are not to be sub-contracted ...". Please clarify this.

Answer 3:

The Point-rated Criteria will be amended to reflect requirements in the Statement of Work; clause 7.1; the purpose of the Point-rated Criteria is to assess how the Bidder proposes to deliver the services in accordance with the SoW.

Under Attachment 1 to Part 4 - Technical Criteria; Point Rated Technical Criterion (RT7.1)

DELETE:

- structure of the insurance organization (in-house or subcontracted);

INSERT:

- structure of the insurance organization (in-house);

Question 4:

4) Annex B - Basis of Payment; 10.0 - Foreign Currency Protection

Is the FCP calculated on the Bank of Canada previous full month average or is it calculated on a rolling 30 day average?

Answer 4:

FCP will be calculated at time of invoicing based on Bank of Canada Monthly average of the month of the DSR (Load Date)

(http://www.bankofcanada.ca/rates/exchange/exchange-rates-in-pdf/?page_moved=1)

Question 5:

5) Part 7 - Resulting Contract Clauses; 3.3 - Option to Extend - Transition Period

Is there a similar clause in the current contract or have provisions been made with the incumbent to have a transition period? Our expectation is that the winning bidder would take over any move order with an initiation date of November 1, 2013 and the incumbent would finish any move order already initiated prior to November 1, 2013.

Answer 5:

Your expectation is correct.

Question 6:

6) Annex A - Statement of Work; Appendix 3 - HG&E Transit Time Guide (TTG) (2.1.1)

It states that shipments to and from Zone 7 and shipments weighing 2,500 lbs or less add 5 days to the TTG's listed in the table. Does this mean that if it is both to and from Zone 7 and the shipment is less than 2,500 lbs do we add 10 days to the TTG listed in the table?

Answer 6:

You are correct, the extra transit time will allow time to the Contractor to consolidate with another shipment or to ship as LCL.

Question 7:

7) Annex B - Basis of Payment; 3.0 - Westbound (3.1.1 and 3.1.4)

The clause on page 87 states rates to include "any other services that are required to execute the move that may not be otherwise specified". The clause in section 3.1.4 on page 88 states "When applicable, terminal charges will be as per actual invoices paid to third parties". Are terminal charges deemed to be a service required to execute the move?

Answer 7:

In the event of inspection en route by Port Authority or Customs/Health as long as the inspection is not the result of the fault of the Contractor.

Question 8:

8) Annex B - Basis of Payment; 3.0 - Westbound (3.2.1 and 3.2.4)

The clause on page 88 states rates to include "any other services that are required to execute the move that may not be otherwise specified". On page 88 section 3.2.4 states "When applicable, terminal charges will be as per actual invoices paid to third parties". Are terminal charges deemed to be a service required to execute the move?

Answer 8:

Please see response to question 8.

Question 9:

9) Annex B - Basis of Payment; 3.0 - Westbound (3.3.1 and 3.3.5)

On page 89 clause 3.3.1 states rates to include "any other services that are required to execute the move that may not be otherwise specified". Section 3.3.5 on page 90 states "When applicable, terminal charges will be as per actual invoices paid to third parties". Are terminal charges deemed to be a service required to execute the move?

Answer 9:

Please see response to question 8.

Question 10:

10) Annex B - Basis of Payment; 3.0 - Westbound (3.3 and 3.3.3)

Section 3.3 states "Air Shipments - Rate per cwt on a total net weight basis" but section 3.3.3 states "The rates are to be applied to the total net weight (excluding air priority shipments)". Please clarify if air shipments rates are to be based on Net or Gross Weights.

Answer 10:

The filed rates for air shipments will be invoiced based on the actual total net weight (scaled weight). No minimum weight will apply. For third party services, all requests for quotes must be subject to actual net weight for all services i.e. packing, transportation to/from airport. It is understood that the quote for air portion of the shipment will be based on Chargeable Weight subject to actual volume.

Question 11:

11) Annex B - Basis of Payment; 4.0 Eastbound (4.3)

Section 4.3 States "Air Shipments - Rate per cwt on a total net weight basis" but section 4.3.3 states "The rates are to be applied to the total net weight (excluding air priority)."

Answer 11:

Please see response to question 11.

Question 12:

12) Annex D - Service Failures; Table 1- Delivery Shortfalls (G3)

G3 states "Failure of the Contractor to complete a service by 1900 hrs" and refers to Annex A, 3.3.4 on page 51, but this states, "services commence no earlier than 0800 hrs and cease no later than 2030 hrs" - 2030 hrs is certainly preferable in order to provide quality service. Please clarify.

Answer 12:

Please see response to question 8 in amendment 002.

Question 13:

13) Annex D - Service Failures; Table 1- Delivery Shortfalls (P1)

Service Failure P1 states "Pre-Pack is performed earlier than 5 business days prior to DSR date" and refers to Annex A, 4.3.4 on page 56 but this states, "The pre-pack shall not take place any earlier than ten (10) business days prior to DSR date". Please clarify.

Answer 13:

Under Annex D - Service Failures; Table 1- Delivery Shortfalls (P1)

DELETE:

Pre-pack is performed earlier than 5 business days prior to DSR date.

INSERT:

Pre-pack is performed earlier than 10 business days prior to DSR date.

Question 14:

14) Annex D - Service Failures; Table 1- Delivery Shortfalls (P2)

Service Failure P2 states "Packing exceeded 0800 to 1900 hours without shipper and DA approval" and refers to Annex A, 3.3.4 on page 51 but this states "services commence no earlier than 0800 hrs and cease no later than 2030 hrs". Please clarify.

Answer 14:

Please see response to question 8 in amendment 002.

Question 15:

15) Annex D - Service Failures; Table 1- Delivery Shortfalls (D2)

Service Failure D2 states "Failure of the contractor to obtain shipper and DA approval to exceed the prescribed 0800 to 1900 hours or service" and refers to Annex A, 3.3.4 on page 51 but this states, "services commence no earlier than 0800 hrs and cease no later than 2030 hrs". Please clarify.

Answer 15:

Please see response to question 8 in amendment 002.

Question 16:

16) Annex D - Service Failures; Table 1- Delivery Shortfalls (U1)

Service Failure U2 states "Unpacking exceeded 0800 to 1900 hours" and refers to Annex A, 3.3.4 on page 51 but this states, "services commence no earlier than 0800 hrs and cease no later than 2030 hrs". Please clarify.

Answer 16:

Please see response to question 8 in amendment 002.

Question 17:

17) Annex D - Service Failures; Table 1- Delivery Shortfalls (C1)

Service Failure C1 refers to Annex E, 7.7.1, should be 7.1.3. Please clarify.

Answer 17:

This is correct.

DELETE:

| Service Failure | | Monetary Imposition | Reference |
|----------------------------------|---|---------------------|----------------|
| Claims Delivery/Unloading | | | |
| C1 | Failure of the Contractor to acknowledge receipt of, and commence settlement action on a properly documented HG&E or PMV Statement of Claim within 7 calendar days as detailed in Annex E | \$250.00 | Annex E, 7.7.1 |

INSERT:

| Service Failure | | Monetary Imposition | Reference |
|----------------------------------|---|---------------------|----------------|
| Claims Delivery/Unloading | | | |
| C1 | Failure of the Contractor to acknowledge receipt of, and commence settlement action on a properly documented HG&E or PMV Statement of Claim within 7 calendar days as detailed in Annex E | \$250.00 | Annex E, 7.1.3 |

Question 18:

18) Annex D - Service Failures; Table 1- Delivery Shortfalls (C2)

Service Failure C2 refers to Annex E, 7.1.4, should be 7.1.6. Please clarify.

Answer 18:

This is correct.

DELETE:

| Service Failure | | Monetary Imposition | Reference |
|----------------------------------|--|---------------------|----------------|
| Claims Delivery/Unloading | | | |
| C2 | Failure of the Contractor to offer the Shipper a complete and reasonable settlement package within 60 calendar days of receipt of the properly documented HG&E claim or 20 days for a PMV claim as detailed in Annex E | \$500.00 | Annex E, 7.1.4 |

INSERT:

| Service Failure | | Monetary Imposition | Reference |
|----------------------------------|--|---------------------|----------------|
| Claims Delivery/Unloading | | | |
| C2 | Failure of the Contractor to offer the Shipper a complete and reasonable settlement package within 60 calendar days of receipt of the properly documented HG&E claim or 20 days for a PMV claim as detailed in Annex E | \$500.00 | Annex E, 7.1.6 |

Question 19:

19) Annex D - Service Failures; Table 1- Delivery Shortfalls (C3)

Service Failure C3 refers to Annex E, 7.1.6, should be 7.1.8. Please clarify.

Answer 19:

This is correct.

DELETE:

| Service Failure | | Monetary Imposition | Reference |
|----------------------------------|---|---------------------|----------------|
| Claims Delivery/Unloading | | | |
| C3 | Failure of the Contractor to provide the Shipper with a fully itemized HG&E or PMV claim settlement report which fully explains the reasons for any denials as detailed in Annex E. | \$250.00 | Annex E, 7.1.6 |

INSERT:

| Service Failure | | Monetary Imposition | Reference |
|----------------------------------|---|---------------------|----------------|
| Claims Delivery/Unloading | | | |
| C3 | Failure of the Contractor to provide the Shipper with a fully itemized HG&E or PMV claim settlement report which fully explains the reasons for any denials as detailed in Annex E. | \$250.00 | Annex E, 7.1.8 |

Question 20:

20) Annex D - Service Failures; Table 1- Delivery Shortfalls (LD1)

Service Failure LD1 states "Failure of the Contractor to perform a move (rush or not) once it has been accepted, or alternatively, to refuse a non-rush move. It refers to Annex A, 1.2.2 on page 48 and this section does not mention fact that rush moves can be refused, but states "The contractor must perform all allocated moves, including rush moves, regardless of origin, destination or weight" Please clarify if rush moves can be declined.

Answer 20:

DELETE:

| Service Failure | | Monetary Imposition | Reference |
|-----------------|---|--|----------------|
| LD1 | Failure of the Contractor to perform a move (rush or not) once it has been accepted, or alternatively, to refuse a non-rush move. | Any additional costs incurred by Canada and/or the Shipper | Annex A, 1.2.2 |

INSERT:

| Service Failure | | Monetary Imposition | Reference |
|-----------------|---|--|----------------|
| LD1 | The contractor failed to perform all allocated moves, including rush moves, regardless of origin, destination or weight | Any additional costs incurred by Canada and/or the Shipper to perform the move including related cost caused by the delay. | Annex A, 1.2.2 |

Question 21:

21) Annex A - Statement of Work; Appendix 3 - HG&E Transit Time Guide (TTG) and Annex B - Basis of Payment (2.13)

Appendix 3 to Annex A "Statement of Work", section 2.1.3 - This states that Luxembourg is to be included in the list of countries covered under Zone 6. Annex B "Basis of Payment", Page 86, Section 2.2 does not list Luxembourg as a country to be covered under Zone 6 pricing. Please clarify if Luxembourg is, or is not, to be included in the list of Countries covered under Zone 6 Pricing.

Answer 21:

Luxembourg is to be included in Zone 6.

DELETE:

| Zone | Regions Included |
|------|--|
| 6 | United Kingdom, Germany, North- France including Paris, Denmark, Belgium, Netherlands, Austria |

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File No. - N° du dossier

109zIEN578-131825

Buyer ID - Id de l'acheteur

109zI

CCC No./N° CCC - FMS No/ N° VME

| Zone | Regions Included |
|------|--|
| 6 | United Kingdom, Germany, North- France including Paris, Denmark, Belgium, Netherlands, Austria and Luxembourg. |

Question 22:

22) Annex A - Statement of Work; Appendix 3 - HG&E Transit Time Guide (TTG) and Annex B - Basis of Payment (2.13)

Appendix 3 to Annex A "Statement of Work", section 2.1.3 - This states that Hungary is to be included in the list of countries covered under Zone 7. Annex B "Basis of Payment", Page 86, Section 2.2 does not list Hungary as a country to be covered under Zone 7 pricing. Please clarify if Hungary is, or is not, to be included in the list of Countries covered under Zone 7 Pricing.

Answer 22:

Hungary is to be included in the list of countries covered under Zone 7. Please see question 24 for revised tables

Question 23:

23) Annex B - Basis of Payment (3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.4.5, 4.1.1, 4.2.1, 4.3.1, 4.4.1, 5.1.1, 7.1, 8.2.2)

Please clarify if Canada will pay separately for demurrage, detention, and port storage charges outside of the all-inclusive rates specified throughout the Basis of Payment.

Answer 23:

Canada will pay charges for demurrage or/and Port Storage resulting from an inspection conducted by Port Authority or Customs/Health as long as the inspection is not the result of the fault of the Contractor. Responsible DA must be informed as soon as the container is placed on hold and charges will be reviewed and authorized for payment by DA prior to invoicing.

Question 24:

24) We contacted multiple shipping companies to get the ocean portion of the transit time. In many cases the allowed total TTG was less than the ocean portion of the transit time. In some cases the allowed total TTG was the same as the ocean portion of the transit times. We recommend that you either put Cyprus in a different zone or make it an N.O.S. location. Please take this into consideration.

Answer 24:

Canada agrees to remove Cyprus from Zone 7 and Cyprus will be considered LNOS.

DELETE:

| Zone | Regions Included |
|------|--|
| 7 | South France (South of Paris) Italy and Norway, Switzerland, Spain, Portugal, Poland, Turkey, Cyprus |

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109zIEN578-131825

Buyer ID - Id de l'acheteur

109zI

CCC No./N° CCC - FMS No/ N° VME

INSERT:

| Zone | Regions Included |
|-------------|---|
| 7 | South France (South of Paris) Italy and Norway, Switzerland, Spain, Portugal, Poland, Turkey, and Hungary |

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.