



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Freight Forwarding & Brokerage	
Solicitation No. - N° de l'invitation MA021-200026/A	Date 2020-02-26
Client Reference No. - N° de référence du client MA021-20-0026	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-219-10941	
File No. - N° de dossier HAL-9-83237 (219)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-03-20	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Richard, Linda K.	Buyer Id - Id de l'acheteur hal219
Telephone No. - N° de téléphone (902) 402-9059 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARINE ATLANTIC INC. 65 MEMORIAL DRIVE NORTH SYDNEY NOVA SCOTIA B2A 0B9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

Delivery Required - Livraison exigée See Herein	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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Del. Offered Liv. offerte	Delivery Req. Livraison Req.	See Herein
1	Freight Forwarding & Brokerage	MA021	MA021	1	SUM		\$	XXXXXXXXXXXX			

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Annex "A".`

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

No trade agreements apply.

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

*Bid Receiving Unit
1713 Bedford Row
Halifax, NS B3J 1T3*

Epost Connect Email Address:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (902) 496-5016

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy

provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III:

Certifications Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1.	The Contractor MUST provide a summary of the plan to complete the work, including a detailed timeline.
2.	The Contractor MUST submit pricing as required in Annex "B" – Basis of Payment
3.	Bidder MUST provide a dedicated agent and back up for all freight.
4.	Bidder MUST provide a generic email for contact.
5.	Bidder MUST ensure representation offices at all key points of entry/exit in Canada, the continental USA, and all European countries.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 10 % for the technical merit and 90 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10 %.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 10/90 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (20%) and Price (80%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		8/10	7/10	6/10
Bid Evaluated Price		\$55,000	\$50,000	\$45,000
Calculations	Technical Merit Score	$8/10 \times 10 = 8$	$7/10 \times 10 = 7$	$6/10 \times 10 = 6$
	Pricing Score	$45/55 \times 90 = 73.64$	$45/50 \times 90 = 81$	$45/45 \times 90 = 90$
Combined Rating		81.64	88	96
Overall Rating		3 rd	2 nd	1 st

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2020 to March 31, 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional periods; Option Period 1 for 2 years (April 1, 2022 to March 31, 2024); and Option Period 2 for 1 year (April 1, 2024 to March 31, 2025) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard
Title: Acting Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region
Address: 1713 Bedford Row
Halifax, NS B3J 1T3
Telephone: (902) 402-9059
Facsimile: (902) 496-5016
E-mail address: linda.k.richard@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority (to be named upon award of contract)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Technical Authority.

6.5.3 Contractor's Representative (please complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____

Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be *paid* a firm price as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). *Customs duties are included and Applicable Taxes are extra.*

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Monthly Payment

SACC Manual Clause H1008C (2008-05-12) Monthly Payment

6.7.3 SACC Manual Clauses

SACC Manual Clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

3. The following items are to be included on all invoices:

- 1) MAI Reference number
- 2) MAI Purchase Order
- 3) Customer order number
- 4) Invoice number
- 5) Invoice date
- 6) Grand Total invoice
- 7) Brokerage fees
- 8) Duties
- 9) GST on imported goods
- 10) GST on services
- 11) Associated fees
- 12) Port of entry
- 13) Release date
- 14) Description of imported items
- 15) HS code
- 16) Annex code
- 17) Converted value (\$CDN)

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 1029 (2018-12-06) Ship Repairs
- (c) the general conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

ANNEX "A"

STATEMENT OF WORK

Marine Atlantic (MAI) requires the services of customs clearance, duty brokerage, and international freight forwarding services. The supplier will ensure the appropriate process is followed and facilitate the required arrangements for shipment of goods and customs clearance based on the multimodal shipments by air, ocean, or truck freight, and in accordance with applicable Incoterm requirements for each shipment.

MAI generally ships to and receives shipments from the following destinations:

Germany;
Great Britain;
Netherlands;
Finland;
Norway;
Sweden;
Italy.

1. International Freight Forwarding

The Supplier will provide all equipment and materials on an EXW (Ex Works) basis (supplier's facility) under Incoterms 2020, or latest Incoterms. The Supplier shall be responsible for the transporting of equipment and materials purchased by MAI door to door, from the supplier's loading dock to the Marine Atlantic receiving warehouse at 65 Memorial Drive, North Sydney, Nova Scotia, unless otherwise instructed at time of the assignment. Supplier shall ensure that all deliveries are in accordance with MAI's needs while minimizing costs and the risk of damage and pilferage.

2. Coordination of Freight Forwarding

The Supplier is required to coordinate the transportation of all equipment and materials. The supplier will be responsible for:

- a) Provision of a single point of contact to handle shipment inquiries.
- b) Arranging pick up of materials from supplier warehouse outside of Canada.
- c) Where possible, consolidate shipments for efficiency and cost savings.
- d) Ensure supplier packaging meets International Plant Protection Convention (IPPC) approved crating service.
- e) Monitor, supervise and control the execution of routing plans.
- f) Provide in-transit status tracking to MAI via email and phone.

-
- g) Web-based freight tracking system with client access for multiple users and provide training for users as required.
 - h) Perform tracking and or tracing on lost or misrouted in-transit shipments.
 - i) Ensure that all documentation provided by the shipper (commercial invoice and documentation for Country of origin) meets all transportation requirements and complies with Canada Border Services Agency requirements.
 - j) From supplier dock provide inland transport, marshalling, storage, surveys, transfers, heavy lifts and air freight to terminal loading dock.
 - k) Administer over/short and damaged shipments when damage occurs during shipment. Supplier shall take all necessary action in enough time to protect MAI right to claim against carriers, vendors, Suppliers or insurers for items lost or damaged.
 - l) Facilitate export or return of goods to the country of origin for return or repair
 - m) Arrange for damage surveys and lodge and process to completion all necessary claims against carriers for items lost or damaged in transit. Supplier shall provide MAI with all documentation required to lodge any claims against vendors, Suppliers or the insurers.
 - n) Provide cumulative monthly reports on freight volumes including no of transactions, shipment weights, shipment origins, mode of transport, etc.
 - o) Ensure all import and export documentation is completed to arrange transportation of equipment and materials originating outside of Canada and be in accordance with Customs Clearance of shipments originating outside of Canada. All documentation must be stored digitally as well as physical copies remain with the package.

3. Freight Audit and Invoice Payment

The supplier will be responsible for:

- a) Classification descriptions used to establish freight rates are correct and verify the accuracy of freight bills.
- b) Invoice rates applied match contract rates/discounts.
- c) Prompt payment is rendered to carriers to ensure that carrying costs of money is not built into rates.
- d) Suitable copies of all vendor packing lists and/or commercial invoices, etc., are available for customs use as may be required.
- e) Copies of the packing lists and other necessary documentation accompany the goods at time of final delivery to MAI at the designated location or are transmitted electronically to MAI prior to arrival of the goods at the designated location.

4. Customs Brokerage

To assist MAI by providing specialist personnel to perform Customs & Duty Brokerage Services including, the supplier will be responsible for:

-
- a) The ability to process customs and brokerage requirements in accordance with Canada's Import and Export Controls, standards, and regulations, Canada Border Services Agency (CBSA), the Customs Act, Customs Tariff, Special Import Measures act (SIMA), and applicable regulations.
 - b) Prepare an Import/Export Strategy for MAI the Broker shall execute customs clearance work in accordance with the strategy and subsequent revisions.
 - c) Service includes communications, validation, follow up, and retrieval of information via email or phone to execute clearances. The successful proponent will also be required to provide services for document correction such as resolution for Customs requests/clearances, Commercial invoices, Canada Customs Invoices, supporting documents/certificates, manifests, bill of lading, or other related documentation.
 - d) Provide advice to procurement staff as it relates to different duties and taxes in various geographical locations.
 - e) Ensure a strong process is followed towards initiating customs clearances, with the collection and submission of documentation within a maximum twenty-four (24) hour timeframe.
 - f) Provide commodity tariff and tax rates for RFP evaluation and /or purchase order issuance.
 - g) Pay all duties and taxes, sales taxes and value-added taxes, ensuring that all such duties and taxes paid are maintained at the legal minimum.
 - h) Ensure trade compliance; provide advice and updates to Customs regulatory requirements
 - i) Ensure that MAI is fully compliant with Administrative Monetary Penalty System (AMPS) regulations as it relates to the importation of materials and equipment into Canada.
 - j) Identify tax relief programs currently in place under Canadian Legislation, including statutory concessionary provisions and other negotiated remissions of duty, and advise on optimum combination of such programs.
 - k) Provide to MAI a monthly audit report describing in detail duties and taxes paid as it relates to purchase orders.
 - l) Provide ongoing consulting to MAI as it relates to Import/Export Regulations presently in force or being proposed by legislation.
 - m) Ensure that all supplier documentation covering the import of equipment and material complies with Canada Border Services Agency regulations presently in force.
 - n) Importer of Record and Certificates of Origin documents are maintained in a satisfactory manner and are up to date.
 - o) Coordinate the movement of equipment and materials to job site once appropriate customs clearance has been obtained from Canada Border Services Agency or other Government departments / Organizations.

5. General requirements

The supplier must ensure that:

- a) A complete list of contact information for each mode of transportation, as well as account manager, is provided on an on-going basis.
- b) Response time for initial acknowledgement at a minimum of twenty-four (24) hours.

6. Safety

Supplier must ensure that:

- a) Adequate safety procedures are established for each type of cargo.
- b) All Carrier personnel follow established safety procedures on pick-up and delivery of cargo.
- c) All Carrier personnel wear required personal protection equipment while on MAI terminal, customer and/or supplier property.

ANNEX "B"

EVALUATION CRITERIA AND BASIS OF PAYMENT

1. **Rated Criteria Breakdown** - the following sets out the categories, weightings and descriptions of the rated criteria of the RFP:

Rated Criteria Category	Weighting (Points)
Point-rated Technical Criteria	10
Pricing (See Appendix C for details)	90
Total Points	100

A. Point-Rated Criteria

A1. Value Added Service – 10 points

Suppliers are invited to propose innovations to the way Deliverables are supplied pursuant to this RFP, whether to reduce capital or operational costs, and/or maximize ease of use. All such innovations or proposed improvements to the specific requirements outlined herein should be in a separate section and clearly marked. All related information (including that related to any associated cost savings) should be set out in that marked section and should not appear anywhere else throughout the proposal.

A2. Shipment Scenarios – 90 Points

Pick a date close to the closing date.....

Shipment Type	Air Freight – Export
Description	1 Power Takeoff (PTO) for Repair
Packaging	Wooden Crate
Insurance Value	\$100,000 EURO
Weight	1875 Lbs.
Packaging Dimensions	179 cms x 74 cms x 71 cms
Shipping Address:	Frutec Technical Supply Hasselbinnen 2 Hamburg Schenefeld, 22869 Germany

Delivery Address:	Marine Atlantic Inc. 65 Memorial DR North Sydney NS B2A 0B9 Canada
Total Shipment Price "A"	\$ _____

Shipment Type	Truck – Import
Description	Valves
Packaging	Carton
Insurance Value	\$2500 CDN
Weight	0.20 Kg
Packaging Dimensions	19 X 19 X 21 CM
Shipping Address:	MacGregor USA 1220 Fleetway Dr. #E Chesapeake, VA 23323 United States
Delivery Address:	Marine Atlantic Inc. 65 Memorial DR North Sydney NS B2A 0B9 Canada
Total Shipment Price "B"	\$ _____

Shipment Type	Ocean - Incoming
Description	Purchase of 1 SBlade Propeller
Packaging	Box
Insurance Value	\$60,000 CDN
Weight	1015 Kgs
Packaging Dimensions	1.45 x 1.25 x 1.15 (meters)
Shipping Address:	Caterpillar Propulsion Production Taernvaegen 15 475 40 Hoenoe Sweden

Delivery Address:	Marine Atlantic Inc. 65 Memorial DR North Sydney NS B2A 0B9 Canada
Total Shipment Price "C"	\$ _____

Shipment Type	Truck – Export
Description	Repair of three HT Cooling Water Controllers
Packaging	Box
Insurance Value	\$7500 CDN
Weight	6 Lbs.
Packaging Dimensions	12x6x8 (feet)
Shipping Address:	Man Energy Solutions USA Inc. 551 SW 13 th Terrace Pompano Beach, Florida 33069 US
Delivery Address:	Marine Atlantic Inc. 65 Memorial DR North Sydney NS B2A 0B9 Canada
Total Shipment Price "D"	\$ _____

Summary Table

Note: The values below are for evaluation purposes only.

Total Shipment Price "A"	\$
Total Shipment Price "B"	\$
Total Shipment Price "C"	\$
Total Shipment Price "D"	\$
Total – (Evaluated Price)	\$

Points for Shipment Scenario rated as follows:

Solicitation No. - N° de l'invitation

MA021-190020

Client Ref. No. - N° de réf. du client

MA021-19-0020

Amd. No. - N° de la modif.

File No. - N° du dossier
HAL-9-83178

Buyer ID - Id de l'acheteur

hal219

CCC No./N° CCC - FMS No./N° VME

-
- | | |
|---|---------------|
| 1. Lowest evaluated price | 90 pts |
| 2. Second lowest evaluated price | 85 pts |
| 3. Third lowest evaluated price | 80 pts |
| 4. Fourth lowest evaluated price | 75 pts |
| 5. Fifth lowest evaluated price | 70 pts |

Total Point-Rated Criteria: _____ pts

BASIS OF PAYMENT

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1. Customs Clearance of Goods Imported into Canada

Initial Period – Year 1 & 2	Price Per Shipment
Value of Duty is less than \$1600	\$ _____
Value of Duty is less than \$10,000	\$ _____
Value of Duty is greater than \$10,000	\$ _____
After Hours Call out per Entry	\$ _____
Import Permits	\$ _____

Optional Period – Year 3 & 4	Price Per Shipment
Value of Duty is less than \$1600	\$ _____
Value of Duty is less than \$10,000	\$ _____
Value of Duty is greater than \$10,000	\$ _____
After Hours Call out per Entry	\$ _____
Import Permits	\$ _____

Optional Period – Year 5	Price Per Shipment
Value of Duty is less than \$1600	\$ _____
Value of Duty is less than \$10,000	\$ _____
Value of Duty is greater than \$10,000	\$ _____
After Hours Call out per Entry	\$ _____
Import Permits	\$ _____