



<b>REQUEST FOR PROPOSAL NUMBER:</b>	<b>GLPA-1000002</b>
<b>TITLE:</b>	<b>Pilot Boat Services at Port Colborne, Ontario</b>
<b>DATE OF SOLICITATION:</b>	January 23, 2015 (Easter Standard EST)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	February 9, 2015 at 13:30 PM (Eastern Standard EST)
<b>ADDRESS INQUIRIES TO CONTRACT ADMINISTRATOR:</b>	<b>Stéphane J.F. Bissonnette</b> Great Lakes Pilotage Authority Chief Financial Officer Email: <a href="mailto:sbissonnette@glpa-apgl.com">sbissonnette@glpa-apgl.com</a> Telephone #: (613) 933-2991 ext. 207
<b>SECURITY:</b>	There is no security requirement associated with this solicitation.
<b>SEND PROPOSAL TO:</b>	Great Lakes Pilotage Authority 202 Pitt Street, 2 <sup>nd</sup> Floor P.O. Box 95 Cornwall, Ontario K6H 5R9
<b>VENDOR NAME AND FULL ADDRESS (Please print):</b>	
<b>CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (Please print)</b>	
<b>SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF VENDOR:</b>	
_____ <b>Date:</b> _____	



## **REQUEST FOR PROPOSAL (RFP)**

### **GREAT LAKES PILOTAGE AUTHORITY**

A “Request for Proposal” (RFP) is a solicitation document used to seek proposals or bids from suppliers. The term “Bidder”, also called “Offeror”, refers to potential supplier submitting a proposal or bid. Wherever the words “Proposal” or “Bid” appear in this document, each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words “MANDATORY”, “MUST”, “ESSENTIAL”, “SHALL”, “WILL”, “IT IS REQUIRED”, and “REQUIRED”. If a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIBLE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

**NOTICE TO BIDDERS:** The following documents are enclosed and form part of this bid package:

**RFP # GLPA-1000002**, including all Parts, Appendices and Annexes listed in the table of Contents below.

The Bidders acknowledges that all of the aforementioned documents were received in its bid packages. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contract Administrator (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.

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## **PART 1 – GENERAL INFORMATION**

### **1. INTRODUCTION**

The bid solicitation is divided into four (4) parts plus Annexes as follows:

**Part 1 General Information:** provides a general description of the requirement

**Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;

**Part 3 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

**Part 4 Resulting contract clauses:** includes an sample of the resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria and any other annexes.

### **2. SUMMARY**

By means of this RFP, Great Lakes Pilotage Authority (GLPA) is seeking proposals from bidders for pilot boat services at Port Colborne, Ontario on an “**as and when requested**”. The pilot boat service is the transportation of pilots to and from vessels in the boarding and disembarking area off Port Colborne.

The period of the contract shall be awarded for the 2015 to 2018 navigation season (4 years), with a one (1) year option period.

## **PART 2 – BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

All instructions, clauses and conditions are set out in the GLPA's *Directive 12 – Procurement* as well as *Directive 12.1 – Supply Chain Code of Ethics* (<http://www.glpa-apgl.com>).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the *Directive 12 – Procurement* as well as *Directive 12.1 – Supply Chain Code of Ethics* and accept the clauses and conditions of the resulting contract.

*Directive 12 – Procurement* as well as *Directive 12.1 – Supply Chain Code of Ethics* are incorporated by reference into and form part of the bid solicitation.

### **2. SUBMISSION OF BIDS**

It is the Bidder's responsibility to ensure that proposals are delivered to the Contract Administrator, by the time and date indicated on page 1 of this RFP document. **GLPA will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered as instructed. Not complying with the above instructions may result in GLPA's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, GLPA reserves the right to reject any proposal not complying with these instructions

Bids transmitted by facsimile to GLPA will not be accepted.

### **3. ENQUIRIES – BID SOLICITATION**

All enquiries must be submitted in writing to the Contract Administrator 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 related. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Contract Administrator to provide an accurate response. 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 the Contract Administrator determines that the enquiry is not of a proprietary nature. The Contract Administrator may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Contract Administrator.

Bidders are obliged to alert the Contract Administrator to any factual errors that they discover in the bid solicitation.

### **4. SECURITY REQUIREMENTS**

There is no security requirement associated with this solicitation.

### **5. BIDDER FINANCIAL CAPABILITY**

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not limited to, the Bidder's most recent audited financial statements of financial statements certified by the Bidder's chief financial officer. Information requested by GLPA is to be provided by the Bidder as stipulated in the request by the Contract Administrator.

Should the Bidder provide the requested information in confidence, while indicating that the disclosed information is confidential, GLPA will then treat the information in a confidential manner as provided in the *Access to Information Act*.

In the event that a proposal is found to be non-responsive on a basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by GLPA.

### **6. APPLICABLE LAWS**

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

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.

## **7. DISCLOSURE OF INFORMATION**

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and GLPA will endeavor to protect such proprietary information, data and /or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by the Bidders for the purpose of this RFP will be treated as “Commercially Confidential” and kept in confidence by GLPA unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, GLPA will not divulge such data and/or information to any third party.

## **8. CONFLICT OF INTEREST**

If GLPA determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with GLPA, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of GLPA. In the event that GLPA decides that action is necessary in order to remove such conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with GLPA.

## **9. BID PREPARATION INSTRUCTIONS**

It is requested that bidders provide their bid in separately bound files as follows:

**File I:** Proof of compliance with the mandatory requirements, Technical Bid, and completed page 1 of the RFP Document.

**File II:** Financial Bid

Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not be repeated in any other section of the bid.

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or all documents as may be required by GLPA as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contract Administrator can be charged to any resulting contract.

## **Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in *Annex A – Statement of Work*.

Bidders must respond to the GLPA bid solicitation in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, GLPA requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal.

## **Financial Bid**

Bidders must submit their financial bid in accordance with *Annex C – Financial Proposal*. The total amount is to exclude all Applicable Taxes.

All financial bids are to be in Canadian currency.

## **PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. EVALUATION PROCEDURES**

- a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with *Annex A – Statement of Work*.
- b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable laws or orders of courts or other tribunals having jurisdiction.
- e) An evaluation teams will evaluate the proposals. While the evaluation team will normally be comprised of representatives of GLPA, it may also include representatives from other Government Departments and Agencies or third party participants as selected by GLPA.

**2. RIGHTS OF GLPA**

GLPA reserves the right to:

- Seek clarification or obtain verification of statements made in a proposal;
- Reject any or all proposals received in response to the bid solicitation;
- Enter into negotiations with bidders on any or all aspects of their proposal;
- Accept any proposal in whole or in part without prior negotiation;
- Cancel the bid solicitation at any time;
- Reissue the bid solicitation;
- Verify any or all information provided by the Bidder with respect to the solicitation including references;
- Retain all proposals submitted in response to the solicitation;
- Declare a proposal non-responsive if GLPA determines during the evaluation phase that the Bidder does not have the legal status, the facilities or technical, financial a/or managerial capabilities to fulfill the requirements stated herein;
- Discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

**3. BASIS OF SELECTION**

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

**Highest Combined Rating of Technical Merit and Price**

The responsive (compliant) Bidder with the highest combined rating of technical merit and price will be recommended for award of a contract. See the following table for an example of the rating results.

<b>Example of 50% Technical Merit and 50% Price Determination</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Technical Points Awarded</b>	88	82	76
<b>Total Tender Price</b>	\$500,000	\$520,000	\$450,000
<b>CALCULATIONS</b>			
	Weighted Technical Points *	Weighted Price Points **	Total Points
<b>Bidder 1</b>	$88/100 * 50\% = 44.0$	$\$450/\$500 * 50\% = 45.0$	89.0
<b>Bidder 2</b>	$82/100 * 50\% = 41.0$	$\$450/\$520 * 50\% = 43.2$	84.2
<b>Bidder 3</b>	$76/100 * 50\% = 38.0$	$\$450/\$450 * 50\% = 50.0$	88.0
* Based on a the possible 100 points awarded			
** Based on the lowest priced proposal			

The winner if the Bidder scoring the highest total point as a result of applying the denominators explained above. Based on the above calculations, a contract would be awarded to Bidder 1.



**4. CONTRACT AWARD NOTICE / BIDDER PROPOSAL EVALUATION DEBRIEFING**

A Contract Award Notice will be prepared and published on the Government Electronic Tendering Services hosted by Public Works and Government services Canada's website <https://www.buyandsell.gc.ca> within 15 days after the award of the contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at [sbissonnette@glpa-apgl.com](mailto:sbissonnette@glpa-apgl.com) no later than thirty (30) calendar days from the published date of the Contract Award Notice

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contract Administrator detailed herein.

**PART 4 – RESULTING CONTRACT CLAUSES**

The following sample contract applies to and form part of any contract resulting from this bid solicitation.

**1. SAMPLE CONTRACT**

The contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_ (*To be completed at contract award*).

**THESE ARTICLES OF AGREEMENT** made in duplicate this day of \_\_\_\_\_.

**BETWEEN:** **GREAT LAKES PILOTAGE AUTHORITY,**  
a body corporate having its Head Office  
and chief place of business at the City  
of Cornwall, Ontario, established under  
the Pilotage Act,  
(hereinafter referred to as the "Authority").

**AND** \_\_\_\_\_  
(hereinafter referred to as the "Contractor").

**WITNESS** that the Authority and the Contractor covenant and agree as follows:

1. The Contractor agrees to let and the Authority agrees to hire the "" or such other vessel as the Authority may approve, of the class and dimensions and meeting the conditions more particularly set out in the specifications annexed hereto and forming part hereof, for use from the start of 2015 the navigation season to the end of the 2018 navigation season, usually between April 1 and December 31 approximately, subject to termination as hereinafter provided, for the transportation of pilots to and from vessels in the northern approaches to the

Welland Canal, outside the Port Colborne Piers, in the anchorage areas or in the Port Colborne Harbour.

2. That the vessel shall be placed at the disposal of the Authority and shall be under the direct supervision of the Operations Manager, Cornwall, Ontario, being on her delivery tight, staunch, strong and well and sufficiently tackled, apparelled, furnished and equipped and in good condition for seaworthy operations in the northern approaches to the Welland Canal, and the said vessel, while she is on hire, shall be at the absolute disposal of the Authority and under the complete control of the Director of Operations.
3. Time shall be deemed to be of the essence of this contract.
4. No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit to arise therefrom.
5. The Contractor shall not assign or sublet the contract or any of the work without the prior written consent of the Authority.
6. The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work.
7. The Contractor shall, at its own expense, man, operate and supply the vessel.
8. The Contractor shall assume, at its own cost and expense and shall be responsible for all maintenance and repair to the vessel while on hire.
9. The Authority agrees to pay as hire for the vessel the following agreed upon rates, before applicable taxes:

<b>Navigation season</b>	<b>Monthly rate</b>	<b>Rate/Pilot Transfer between vessel and pilot boat station</b>	<b>Rate/ Pilot Transfer between pilot boat station and anchorage area</b>
2015	\$ XXX	\$ XXX	\$ XXX
2016	\$ XXX	\$ XXX	\$ XXX
2017	\$ XXX	\$ XXX	\$ XXX
2018	\$ XXX	\$ XXX	\$ XXX
2019 (optional)	\$ XXX	\$ XXX	\$ XXX

Part months will be pro-rated over 31 days, on a twenty-four hour basis, payment to be made, not in advance, on the fifteenth and last days of each month, upon the production by the Contractor of accounts therefore and the certificate of the Supervisor that the Contractor has

during the period covered by the account complied with the terms of this Agreement shall be a condition precedent to the right of the Contractor to receive any payment hereunder.

10. In the event that the services provided by the pilot boat to the vessels at anchorage due to a shortage of pilots and not related to traffic or weather, the Authority will pay the Contractor an additional amount of \$XXX per trip. The above would apply only after 100 delays are incurred during the navigation season at the loading station in question.
11. That the vessel shall be available at all times, twenty-four hours a day to perform the services provided for in this Agreement.
12. All port charges, tolls, wharfage and harbour charges shall be for the account of and shall be paid by the Contractor.
13. In the event of loss of time from deficiency of men or stores, breakdown of machinery or damage preventing the working of the vessel for more than twenty-four (24) hours, the monthly hire specified in Clause 5 hereof, pro-rated for the period of time involved, shall cease for the full time hereby lost, until the vessel be again in an efficient state to resume her services, unless a substitute vessel meeting the specifications annexed hereto is made available by the Contractor, forthwith, to perform the services provided for in this Agreement.
14. In the event of extensive damage to the vessel and the unavailability, as established to the satisfaction of the Director of Operations of a substitute vessel by the Contractor, the Authority will have the right to cancel this Agreement, in which event hire will be computed as earned up to the date and hour of occurrence causing the damage.
15. All insurance on hull and machinery, if any, shall be for the account and the benefit of and shall be paid by the Contractor.
16. That the Contractor shall place, concurrently with the execution of this Agreement, and shall at all times during the continuance of this Agreement maintain public liability and property damage insurance in the amount of Five Million Dollars (\$5,000,000.00) against personal injuries to the pilots while being transported on the said vessel and loss or damage to the property to such pilots, with a responsible insurance company or companies and in such amount so as to fully cover the owner's liabilities to the pilots being transported in the said vessel pursuant to this Agreement and to any firm, person, association or corporation and to the Authority resulting from or attributable to the operations conducted by the contractor hereunder in the performance of the services provided for in this Agreement, and evidence of such insurance satisfactory to the Authority shall be deposited with the Authority.

17. That the areas for boarding the said vessel for purposes of the transportation of pilots to and from vessels shall be:
  - a) in Port Colborne harbour as directed by the Operations manager, and
  - b) at Sea, at the limits of the compulsory pilotage area of the Welland Canal or in the anchorage areas.
18. That the said vessel shall be kept clean and in proper condition for performing the services provided for in this Agreement, all to the satisfaction of the Director of Operations.
19. That, if at any time the said vessel or a substitute vessel of the Contractor is not available to perform the services provided for in this Agreement pursuant to and in accordance with this Agreement, the Director of Operations may hire a vessel elsewhere to perform the said services and the charges incurred by the Director of Operations for such alternative purposes shall be due and payable by the Contractor to the Authority and the Contractor hereby authorizes the Authority to deduct from the payments to be made by the Authority to the Contractor pursuant to this Agreement the amount of any such charges accruing under and pursuant to this clause.
20. That, should exceptional ice or weather conditions make the use of the said vessel unsafe, the contractor, in consultation with the Director of Operations, will provide a suitable vessel from elsewhere, on a day to day basis. The Contractor shall be responsible to reimburse the daily cost of the hire of that vessel up to the per diem hire rate. Any excess cost will be the responsibility of the Authority.
21. The Contractor shall at all times indemnify and save harmless the Authority from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any office or servant of the Authority while acting within the scope of his duties or employment.
22. This Agreement may be cancelled, at any time by the Authority by a thirty (30) day notice in writing, to the Contractor, such notice to be given by or on behalf of the Authority and either delivered to the Contractor or mailed addressed to the last known address of the Contractor.

**IN WITNESS WHEREOF** the parties hereto have executed these Presents the \_\_\_\_\_ day of \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

**Great Lakes Pilotage Authority**

In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By : Stéphane J.F Bissonnette, CPA, CA

\_\_\_\_\_  
By : Robert F. Lemire, CPA, CA

**SIGNED, SEALED AND DELIVERED**

**Contractor**

In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By :

## **ANNEX A – STATEMENT OF WORK**

### **1. Requirement**

A pilot boat service is required at Port Colborne, Ontario. The pilot boat will be required to transport pilots to and from vessels in the boarding and disembarking area off Port Colborne.

The services are to be provided on a 24 hour basis and a vessel to meet the requirements of a pilot boat is to be available at all times to maintain this service.

Vessel to be approved by the Great Lakes Pilotage Authority as a pilot boat capable of performing the required duties.

### **Service**

1. Boarding Areas - (a) in Port Colborne Harbour as directed by the Operations Manager, Cornwall, Ontario (b) at sea at the limits of the compulsory pilotage area of the Welland Canal or in the anchorage areas.
2. Time of Service - Twenty-four hours each and every day between the opening of navigation season and to the end of navigation season through the Welland Canal.
3. Vessel to be kept clean and in proper order to the satisfaction of the Director of Operations.
4. A standby vessel should be ready and available to relieve the duty vessel at any time. The standby vessel operator and crew members are to be properly certified and trained as per the *Marine Personnel Regulations* as amended. The following particulars and documents of standby vessel to be provided before the beginning of the navigation season:
  - Name of vessel;
  - Name of owner;
  - Dimensions;
  - Machinery and H.P.;
  - Speed;
  - Location of vessel;
  - Vessel Inspection certificate or proof of compliance with Transport Canada Small Vessel Compliance program, whichever apply;
  - Vessel certificate of Registry;
  - Copy of certificate of competency and training certificates in Marine Emergency Duties, Radar and First Aid of master, including proof of medical fitness as per TC standards; and
  - Copy of crew members training certificates in Marine emergency Duties.
5. If at any time a vessel and/or personnel are not available to perform the service satisfactorily, the Director of Operations may engage other suitable craft until the contractor's vessel and/or personnel are available to perform their duties satisfactorily. The amount by which the charges for such alternate service exceed the agreed charges under the contract shall be deducted from payments to be made to the contractor.
6. Dockside shelter to be provided for pilots and vessel's crew.

7. The service is to be under the direct supervision of the Operations Manager, Cornwall, Ontario to whom a request may be made for any further information required.

**ANNEX B – TECHNICAL EVALUATION CRITERIA****MADATORY TECHNICAL CRITERIA**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The pilot boat is to comply with the following requirements:

<b>Criterion ID</b>	<b>Mandatory Criteria</b>	<b>Proposal Page</b>	<b>Pass/Fail</b>
M1	Minimum speed - 10 knots.		
M2	To be fitted with a diesel engine.		
M3	The vessel is to meet all Transport Canada Marine Safety and Security Regulations, as amended, that applies to the vessel. A valid certificate of inspection is to be produced or proof of compliance with Transport Canada Small Vessel Compliance Program to be provided, whichever apply. A valid Certificate of registry is also to be produced.		
M4	To be compliant with Transport Canada Marine Safety and Security <i>Guidelines for the construction and inspection of Pilot Vessels (TP 14530)</i> , as amended.		
M5	Vessel to be fitted with an efficient compass, which has been adjusted recently and for which a valid card of deviation has been issued.		
M6	Vessel to be provided with radiotelephones operating on pilotage frequencies as required by the Pilotage Authority and Welland Canal frequencies. Vessel to be equipped with the radio equipment required by <i>Ship Station (Radio) Regulations, 1999</i> as amended. Vessel's Master is to hold the appropriate radio certification.		
M7	Vessel to be fitted with an efficient radar and master trained in its use.		
M8	Vessel to be manned as per the vessel Minimum Safe Manning Document issued by Transport Canada, if applicable. If not applicable, the vessel is to be manned by a minimum crew of		



	two persons at all times. In all cases, the Master and crew members are to meet certification and training requirements of the <i>Marine Personnel Regulations</i> as amended. Provide a copy of Master's certificate of competency and training certificates in Marine Emergency Duties, radar and First Aid, including proof of medical fitness as per TC standards. Provide a copy of crew members training certificates in Marine emergency Duties.		
M9	Vessel to be fully decked. A clear deck space forward is to be sufficient to allow safe access to and from deck of pilot boat to the pilot ladder.		
M10	Vessel to have a closed wheelhouse and closed accommodation for at least 4 pilots.		
M11	Handrails forward to be fitted from the foreside of wheelhouse to each side of a single point near the stem, or a single handrail fitted on midship line from foreside of wheelhouse to a point near the stem.		
M12	Handrails aft to be fitted to encompass entire after section of boat if found necessary.		
M13	Hull to be painted black or in an approved dark colour. The superstructure is to be painted white. "PILOT" printed in letters of suitable size on each side of boat either, white on black/dark hull or black on white superstructure so as to be clearly visible.		
M13	The Vessel shall display the proper pilotage flag by day and lights by night when on station. Such lights are to be in accordance with Rule 29 of the <i>Collision Regulations</i> as amended.		
M14	Provide a copy of all Marine Technical Review Board Decisions issued for the vessel, if any. Owner to indicate if the vessel has any restrictions to force wind and/or height of waves.		
M15	Should any new safety standards for pilot boats be implemented by Transport Canada Marine Safety and Security or through new Canadian government regulations during the term of this contract, the contractor would be required to comply to those new standards without any increase to the tendered price, for the term of the contract.		
M16	The Bidder shall have in place a public liability and property damage insurance in the amount of Five Million Dollars (\$5,000,000.00) against personal injuries to pilots while being transported on the said vessel and loss or damage to the property to such pilots, with a responsible insurance company or companies in such amount so as to fully cover the owner's liabilities to the pilots being transported in the said vessel and to any firm, person, association or corporation and to the Authority resulting from or attributable to the services provided, and evidence of such insurance is to be provided.		

**POINT RATED TECHNICAL CRITERIA**

The criteria contained herein will be used by the Authority to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. The Authority's assessment will be solely based on the information contained within the proposal. The Authority may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria will be further considered for award of a contract.

<b>Criterion ID</b>	<b>Point Rated Technical Criteria</b>	<b>Maximum Points</b>	<b>Proposal Page #</b>
T1	The Bidder's type of pilot boat  <i>15 points will be awarded for a pilot boat; 5 points will be awarded for a tug.</i>	15	
T2	The Bidder's proposed pilots' experiences and qualifications in piloting boats.  <i>2 point will be award for each year of experience and qualifications.</i>	30	
T3	The Bidder's experience in managing pilot boats.  <i>2 point will be award for each year of experience.</i>	20	
T4	The Bidder's pilot boat operating safety record.  <i>20 points award if no safety incidents; 2 points will be reduced for each number of safety incidences.</i>	20	
T5	Vessel restrictions to force wind and/or height of waves.  <i>No restrictions will be awarded 15 points; points will be reduced based on types of restrictions.</i>	15	
For each experience above, bidder MUST provide the following:			
<ul style="list-style-type: none"> <li>- Name of proposed resource;</li> <li>- Qualifications</li> </ul>			
<b>Total points</b>		<b>100</b>	

**ANNEX C – FINANCIAL PROPOSAL****TAXES AS RELATED TO BIDS RECEIVED**

All prices/rates, as applicable, are requested to be firm (in Canadian funds), excluding Harmonized Sales Taxes (HST).

**PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL**

The Bidder hereby offers to the Authority to furnish all necessary expertise, supervision, materials, equipment and other items necessary to perform the work described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal for the following price(s).

Bidders must provide financial details as requested in the table below. Proposals which do not contain pricing details as requested below may be considered incomplete and non-responsive.

<b>Navigation Season</b>	<b>Monthly Fee</b>	<b>Rate/Pilot Transfer between vessel and pilot boat station</b>	<b>Rate/ Pilot Transfer between pilot boat station and anchorage area</b>
2015			
2016			
2017			
2018			
2019 (optional)			

To assist with the determination of a rate/trip, the historical trips per year are as follows:

<b>Navigation Season</b>	<b># of Transfers</b>
2014	1,635
2013	1,311
2012	1,217