



<b>REQUEST FOR PROPOSAL NUMBER:</b>	<b>GLPA-1000003</b>
<b>TITLE:</b>	<b>Land Transportation Services of ships' pilots between Cornwall, Ontario and Snell Lock, in the State of New York; Lock 4 Beauharnois, Port of Valleyfield, and St. Lambert Lock, St. Lambert, Quebec; Prescott and Iroquois, Ontario or Ogdensburg and Cape Vincent, New York</b>
<b>DATE OF SOLICITATION:</b>	February 3, 2015 (Eastern Standard EST)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	February 18, 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>     <div style="text-align: right;">Date: _____</div>	

**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-RESPONSIVE 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-1000003**, including all Parts, Appendices and Annexes listed in the table of contents below.

The Bidders acknowledge 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 a 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 transportation service to transport ships' pilots by automobiles between points within the limits of the City of Cornwall, Ontario and Snell Lock, New York; Lock 4 Beauharnois, Quebec, Port of Valleyfield, Quebec or St. Lambert Lock, St. Lambert, Quebec; Prescott and Iroquois, Ontario; Ogdensburg and Cape Vincent, New York, sufficient to meet the demands of shipping for the services of ships' pilots, on an “**as and when requested**”. The land transportation service is the transportation of pilots to and from boarding/disembarking areas and designated pick-up and drop-off points in the region noted above.

The period of the contract shall be awarded for the 2015 to 2017 navigation season (3 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 team 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 and/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.

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



The winner is 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. **WHEREAS** the Contractor, for the considerations hereinafter mentioned, has agreed with the Authority to do, furnish and perform the services, materials, matters and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the transportation of ships' pilots between Cornwall, Ontario, and Snell Lock, in the State of New York; Lock 4 Beauharnois, Port of Valleyfield, and St. Lambert Lock, St. Lambert, Quebec; Prescott and Iroquois, Ontario or Ogdensburg and Cape Vincent, New York.

2. That during the navigation seasons 2015 to 2017, optional 2018, the Contractor shall perform all the services required to be performed in connection with the transportation, by automobile, of ships' pilots between Cornwall, Ontario and Snell Lock, in the State of New York; Port of Valleyfield, Lock 4 Beauharnois, or St. Lambert Lock, Quebec; Prescott and Iroquois, Ontario; Ogdensburg and Cape Vincent, New York, (hereinafter referred to as "the said services").
3. That this contract shall continue to be in force and in effect between the parties hereto during the navigation seasons commencing at the opening of navigation on the S. Lawrence Seaway and terminating with the closing of the navigation of the St. Lawrence Seaway.
4. That the said services shall be provided between the pilots' residence within the limits of the City of Cornwall, Ontario, and the vessel boarding area, so called, at Snell Lock, in the State of New York; Port of Valleyfield, Lock 4 Beauharnois or St. Lambert Lock in the Province of Quebec; Prescott and Iroquois, Ontario or Ogdensburg and Cape Vincent, New York.
5. Time shall be deemed to be of the essence of this contract.
6. That the automobiles will be dispatched only by the Pilot Dispatcher at the Pilotage Office of the Authority at Cornwall, Ontario, in accordance with a system to be agreed upon between the Director of Operations at Cornwall, Ontario and the Contractor.
7. That the Pilot Dispatcher at Cornwall, Ontario, may, at any time and from time to time, verbally order, the Contractor to hold up the departure of automobiles of the Contractor employed in the performance of the said services in order to have a pilot or pilots or additional pilots, as the case may be, transported by such automobiles on any trip.
8. That the said service includes the pick-up, three times per week (preferably Monday, Wednesday and Friday), of the pilotage source forms and pilot expense reports from a box located in the St. Lambert pilot waiting room and to be delivered to the Cornwall office of the Authority. This task is to be done in conjunction with the transportation of ships' pilots between Cornwall and St. Lambert and vice versa and the said task is to be performed at no extra cost to the Authority.
9. That the said service includes the pick-up, three times per week (preferably Monday, Wednesday and Friday), of the pilotage source forms and pilot expense reports from a box located at Snell Lock and to be delivered to the Cornwall office of the Authority. This task is to be done in conjunction with the transportation of ships' pilots between Cornwall and Snell Lock and vice versa and the said task is to be performed at no extra cost to the Authority.

10. 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.
11. The Contractor shall not assign or sublet the contract or any of the work without the prior written consent of the Authority.
12. The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work.
13. That, for and in consideration of the promises and of the observance and performance on the part of the Contractor of all the covenants, provisos and conditions in this Contract contained, the Authority will pay to the Contractor for and in respect of the said services, in full compensation therefor and in the manner hereinafter stated in the following table, before applicable taxes:

Originating and Destination points	Navigation Seasons and Cost per Trip			
	2015	2016	2017	2018
a) For transporting a pilot or pilots from Cornwall to Snell Lock or vice versa.	\$	\$	\$	\$
b) Additional charge for returning with a pilot or pilots from Snell Lock to Cornwall after having made a trip with a pilot or pilots from Cornwall to Snell or vice versa.	\$	\$	\$	\$
c) For transporting a pilot or pilots from Cornwall to Port of Valleyfield, Quebec or vice versa.	\$	\$	\$	\$
d) For transporting a pilot or pilots from Cornwall to Lock 4, Beauharnois, Quebec or vice versa.	\$	\$	\$	\$
e) For transporting a pilot or pilots from Cornwall to St. Lambert Lock, St. Lambert, Quebec.	\$	\$	\$	\$
f) Additional charge to return with a pilot or pilots when making a trip to St. Lambert after having made a trip from Cornwall to St. Lambert Lock.	\$	\$	\$	\$
g) For transporting a pilot or pilots from Cornwall to Iroquois, Ontario or vice versa.	\$	\$	\$	\$
h) For transporting a pilot or pilots from Cornwall to Prescott, Ontario or vice versa.	\$	\$	\$	\$
i) For transporting a pilot or pilots from Cornwall to Ogdensburg, New York or vice versa.	\$	\$	\$	\$
j) For transporting a pilot or pilots from Cornwall to Cape Vincent, New York or vice versa.	\$	\$	\$	\$
k) Additional charge for returning with a pilot or pilots from Cape Vincent, Prescott or Iroquois after having made a trip with a pilot or pilots from Cornwall to these point.	\$	\$	\$	\$

l) Waiting time (prorated and applicable only after the first half hour).	\$	\$	\$	\$
m) Charge for pilots not picked up at their point of origin or destination as provided by the Great Lakes Pilotage Authority shall have a flat rate in the amount of ... (driver is to note the such pick-ups and destinations on the driver's invoice).	\$	\$	\$	\$
n) If applicable, administration fee to be added to the Contractor's invoice. This charge is calculated on the total charges before the Harmonized Sales Taxes (HST).	%	%	%	%

Invoices, with supporting documentation, are to be submitted on the first and sixteenth days of each month, to the Great Lakes Pilotage Authority, P. O. Box 95, Cornwall, Ontario K6H 5R9. For any destination other than those mentioned above, a fair and just amount shall be discussed and agreed to by the Authority and the Contractor. The Authority will submit payment via electronic fund transfer (EFT) by the 15<sup>th</sup> and the last day each month following receipt of the invoice.

14. That the said services shall be available for twenty-four hours each and every day from and including the day that the Snell Lock opens to navigation up to and including the day the said Lock closes to navigation as determined by the Operations Manager. That the said services shall be performed in a timely, safe and efficient manner at all times.
15. All bridge tolls, pickup and delivery of source forms and all other expenses incurred by the Contractor in the performance of the said services shall be paid by the Contractor.
16. That the Contractor, at its own cost, shall have and maintain a dedicated telephone line service between the Cornwall Pilotage Office and its dispatch or dispatching offices in order to provide the required service. All telephone calls from the Cornwall Pilotage Office for taxi orders are to be answered in a timely manner.
17. That the Contractor shall assign to the automobiles used in the performance of the said services only qualified, competent, experienced and licensed operators who have been properly instructed in these duties.
18. That if at any time automobiles and/or personnel of the Contractor do not perform or are not available to perform the said services in accordance with the provisions of this contract, as to which the Director of Operations shall be the sole judge and his decision shall be final, the Director of Operations may terminate this contract forthwith or engage other suitable automobiles and/or personnel until the contractor's automobiles and personnel are again

available to so perform the said services; and the amount by which the payments for such alternative services exceeds the payments to be made to the Contractor hereby authorizes the Authority to make any such deductions and releases the Authority from all claims and demands in this connections.

19. The Director of Operations at Cornwall may, in an emergency, provide automobiles if the Contractor is temporarily unable to provide the service and the charges incurred in providing such emergency service shall be payable by the Contractor.
20. 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 minimum amount of Two Million Dollars (\$2,000,000.00) in respect to every automobile used in providing the service against personal injuries and loss or damage to property, with a responsible insurance company or companies, approved by the Authority, and in such amount so as to fully cover the Contractor's liabilities to any firm, person, association or corporation and to the Authority, including the pilots being transported in the automobiles pursuant to this Agreement, 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.
21. That the Contractor shall maintain a sufficient number of automobiles for the satisfactory performance of the said services.
22. That the automobiles used by the Contractor in performing the said service shall be of recent manufacture, roomy and neat in appearance and shall, at all times, be maintained in good running condition. The Authority reserves the right to inspect any automobile used or intended to be used in the delivery of the service and to require the Contractor to withdraw it from service until maintenance or repairs specified by the Authority have been undertaken and the automobile re-inspected.
23. All automobiles shall be equipped with a hands-free cellular device working on the frequencies required in the areas where the said services are performed and all at the cost and expense of the Contractor and to the satisfaction of the Director of Operations.
24. When returning from any United States destination without a pilot, drivers are not to solicit nor accept a return fair in the United States.
25. When drivers are crossing the United States in performance of the service, drivers are not to have any products in the automobile.

26. Drivers are expected to declare all goods when travelling between the United States and Canada at all times, including during personal time. This will ensure that driver will not be subject to unwarranted delays at Customs when performing the service which require entry into the United States and re-entry into Canada.
27. That, without limiting or restricting the generality of the provisions of clause No. 20 hereof, the Contractor shall and hereby covenants to indemnify and save harmless the Authority from and against any and all manner of actions, causes of action, claims, demands, loss, costs, expenses, damages, liability, awards and proceedings of every kind and nature whatsoever by whomsoever made or brought which the Contractor shall become legally liable to pay and arising out of the operations of the Contractor hereunder.
28. 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.
29. 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.
30. If gasoline prices reach \$1.00 a litre in the City of Cornwall, the Authority and the Contractor will discuss a possible adjustment to the prices charged by the Contractor in the present contract.

**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 transportation service is required to transport ships' pilots by automobiles between points within the limits of the City of Cornwall, Ontario and Snell Lock, New York; Lock 4 Beauharnois, Quebec, Port of Valleyfield, Quebec or St. Lambert Lock, St. Lambert, Quebec; Prescott and Iroquois, Ontario; Ogdensburg and Cape Vincent, New York. The services are to be provided on a 24 hour basis, sufficient to meet the demands of shipping for the services of ships' pilots.

#### **Service**

1. The service shall be available during the 2015, 2016 and 2017 navigation seasons, and possibly the 2018 navigation season (optional) as set by the Director of Operations at Cornwall, Ontario.
2. Time of Service - Twenty-four hours each and every day from and including the day that the Snell Lock opens to navigation up to and including the day the Snell Lock closes to navigation as determined by the Operations Manager. The navigation season normally runs approximately from March 25<sup>th</sup> to December 31<sup>st</sup>.
3. Automobiles used in supplying the service shall only be dispatched upon the order to the pilot dispatcher at the pilotage office. The Contractor shall provide a dedicated line telephone service between the Cornwall pilotage office and the Contractor's dispatch or dispatching offices and the cost of the installation and service of such telephone line shall be borne by the Contractor.
4. The Director of Operations at Cornwall may, in an emergency, provide automobiles if the Contractor is temporarily unable to provide the service and the charges incurred in providing such emergency service shall be payable by the Contractor.

#### **Automobiles**

1. The Contractor shall maintain a sufficient number of automobiles for the satisfactory performance of the said services.
2. All automobiles used in providing the service shall be no smaller than a "mid-sized car" capable of seating 5 adults comfortably.
3. Every automobile used in providing the service shall be licenced for use in Canada and shall be equipped with a hands-free cellular device and shall be so licenced.
4. Automobiles used by the Contractor must be of recent model (model of the automobiles must not go back to more than 2012), spacious and must, at all times, be maintained at a high level of mechanical efficiency and cleanliness.
5. All motor vehicles intended to be used to provide such service shall not count more than 150,000 km at the beginning of the any year of the contract.

#### **Automobile Operators**

6. The operator of every automobile shall be well rested and shall possess a good and safe driving record.
7. The operator of every automobile shall be cleared to operate in the Provinces of Ontario and Quebec and in the State of New York.



8. In the event of a new operator, the Contractor shall provide evidence satisfactory to the Authority of the driving record and the clearance to operate in Canada and the United States.

**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 Bidder is to comply with the following requirements:

<b>Criterion ID</b>	<b>Mandatory Criteria</b>	<b>Proposal Page</b>	<b>Pass/Fail</b>
M1	To have at least five (5) years' experience in supplying similar or related service.		
M2	To provide evidence as to the Bidder's financial ability to supply the service.		
M3	To provide evidence that the Bidder holds the proper taxi license (Brokerage license) to perform the contract.		
M4	Drivers shall possess a good and safe driving record (3 Year Driver's Record issued by the Ontario Ministry of Transportation, Road Safety Division). Expired licenses not valid.		
M5	Automobiles to be used in providing the service is to be certified that the items inspected meet the prescribed safety standards (Safety Standards Certificate per the Ontario Ministry of Transportation).		
M6	Drivers are to have a valid Canadian passport.		
M7	Drivers to have US security clearance (able to travel to and from the US). Proof can either be through a valid Nexus Card, a clean criminal record for Canada and the United States, or an INAC card for Aboriginals.		
M8	Every automobile used to provide the service shall be equipped with hands-free cellular devices.		
M9	The Bidder must have a dedicated telephone line service between the Cornwall pilotage office and the Bidder's dispatch or dispatching office.		

M10	Automobiles used to provide the service shall not be smaller than a “mid-sized car”.		
M11	Automobiles used by the Contractor must be of recent model (model of the automobiles must not go back to more than 2012).		
M12	The Bidder shall have in place a public liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) in respect of every automobile used in providing the service against personal injuries and loss or damage to property, with a responsible insurance company or companies, approved by the Authority, and in such amount so as to fully cover the Contractor's liabilities to any firm, person, association or corporation and to the Authority, including the pilots being transported in the automobiles pursuant to this Agreement, 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.		

#### 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.

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
T1	The Bidder's proposed taxi drivers' experiences and qualifications  <i>1 point will be awarded for each year of experience, up to a maximum of 6 points per driver.</i>	30	
T2	The Bidder's proposed year, make and model of automobiles used to provide the services.  <i>Each automobile will be assessed up to a maximum of 4 points.</i>	20	
T3	The Bidder's proposed resource experience in managing a taxi service or related services.	20	

	<i>2 point will be awarded for each year of experience.</i>		
T4	<p>The Drivers' safety records.</p> <p><i>30 points awarded if no convictions, discharges, or other actions; 1 points will be reduced for each number of incidences.</i></p>	30	
<p>For each experience above, bidder MUST provide the following:</p> <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.

**Bidders are to assume a gasoline price of \$1.00 a litre for the financial proposal.** If gasoline prices reach \$1.00 a litre in the City of Cornwall, the Authority and the successful bidder will discuss a possible adjustment to the prices charged by the Contractor in the present contract.

Originating and Destination points	Navigation Seasons and Cost per Trip			
	2015	2016	2017	2018
a) For transporting a pilot or pilots from Cornwall to Snell Lock or vice versa.	\$	\$	\$	\$
b) Additional charge for returning with a pilot or pilots from Snell Lock to Cornwall after having made a trip with a pilot or pilots from Cornwall to Snell or vice versa.	\$	\$	\$	\$
c) For transporting a pilot or pilots from Cornwall to Port of Valleyfield, Quebec or vice versa.	\$	\$	\$	\$
d) For transporting a pilot or pilots from Cornwall to Lock 4, Beauharnois, Quebec or vice versa.	\$	\$	\$	\$
e) For transporting a pilot or pilots from Cornwall to St. Lambert Lock, St. Lambert, Quebec.	\$	\$	\$	\$
f) Additional charge to return with a pilot or pilots when making a trip to St. Lambert after having made a trip from Cornwall to St. Lambert Lock.	\$	\$	\$	\$
g) For transporting a pilot or pilots from Cornwall to Iroquois, Ontario or vice versa.	\$	\$	\$	\$
h) For transporting a pilot or pilots from Cornwall to Prescott, Ontario or vice versa.	\$	\$	\$	\$
i) For transporting a pilot or pilots from Cornwall to Ogdensburg, New York or vice versa.	\$	\$	\$	\$

j) For transporting a pilot or pilots from Cornwall to Cape Vincent, New York or vice versa.	\$	\$	\$	\$
k) Additional charge for returning with a pilot or pilots from Cape Vincent, Prescott or Iroquois after having made a trip with a pilot or pilots from Cornwall to these point.	\$	\$	\$	\$
l) Waiting time (prorated and applicable only after the first half hour).	\$	\$	\$	\$
m) Charge for pilots not picked up at their point of origin or destination as provided by the Great Lakes Pilotage Authority shall have a flat rate in the amount of ... (driver is to note the such pick-ups and destinations on the driver's invoice).	\$	\$	\$	\$
n) If applicable, administration fee to be added to the Contractor's invoice. This charge is calculated on the total charges before the Harmonized Sales Taxes (HST).	%	%	%	%

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

Originating and Destination points	Navigation Seasons and Number of Trip	
	2014	2013
a) For transporting a pilot or pilots from Cornwall to Snell Lock or vice versa.	1,140	1,105
b) Additional charge for returning with a pilot or pilots form Snell Lock to Cornwall after having made a trip with a pilot or pilots from Cornwall to Snell or vice versa.	619	536
c) For transporting a pilot or pilots from Cornwall to Port of Valleyfield, Quebec or vice versa.	23	29
d) For transporting a pilot or pilots from Cornwall to Lock 4, Beauharnois, Quebec or vice versa.	217	222
e) For transporting a pilot or pilots from Cornwall to St. Lambert Lock, St. Lambert, Quebec.	397	357
f) Additional charge to return with a pilot or pilots when making a trip to St. Lambert after having made a trip from Cornwall to St. Lambert Lock.	0	0
g) For transporting a pilot or pilots from Cornwall to Iroquois, Ontario or vice versa.	4	2
h) For transporting a pilot or pilots from Cornwall to Prescott, Ontario or vice versa.	1	1
i) For transporting a pilot or pilots from Cornwall to Ogdensburg, New York or vice versa.	0	2
j) For transporting a pilot or pilots from Cornwall to Cape Vincent, New York or vice versa.	35	19

k) Additional charge for returning with a pilot or pilots from Cape Vincent, Prescott or Iroquois after having made a trip with a pilot or pilots from Cornwall to these point.	0	0
l) Waiting time (prorated and applicable only after the first half hour).	27.57 hrs	13.95 hrs
m) Charge for pilots not picked up at their point of origin or destination as provided by the Great Lakes Pilotage Authority shall have a flat rate in the amount of ... (driver is to note the such pick-ups and destinations on the driver's invoice).		
n) Miscellaneous trips	52	24