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| <b>REQUEST FOR PROPOSAL NUMBER:</b>   | <b>GLPA-1000008</b>  |
| <b>TITLE:</b>   | <b>Pilot Transfer Services at the St. Lambert Lock, Quebec and Lock 4 Beauharnois, Quebec</b>  |
| <b>DATE OF SOLICITATION:</b>  | January 22, 2016 (Eastern Standard EST)  |
| <b>SOLICITATION CLOSING DATE AND TIME:</b>  | February 11, 2016 at 13:30 PM (Eastern Standard EST)   |
| <b>ADDRESS INQUIRIES TO CONTRACT ADMINISTRATOR:</b>                                   | <b>Stéphane J.F. Bissonnette</b><br>Great Lakes Pilotage Authority<br>Chief Financial Officer<br>Email: <a href="mailto:sbissonnette@glpa-apgl.com">sbissonnette@glpa-apgl.com</a><br>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<br>202 Pitt Street, 2 <sup>nd</sup> Floor<br>P.O. Box 95<br>Cornwall, Ontario<br>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-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-1000008**, 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.

**TABLE OF CONTENTS**

|  |           |
|--|-----------|
| <b>PART 1 – GENERAL INFORMATION .....</b>                              | <b>4</b>  |
| 1. Introduction .....  | 4         |
| 2. Summary .....   | 4         |
| <b>PART 2 – BIDDER INSTRUCTIONS .....</b>                              | <b>4</b>  |
| 1. Standard Instructions, Clauses and Conditions .....                 | 4         |
| 2. Submission of Bids .....  | 5         |
| 3. Enquiries – Bid Solicitations .....                                 | 5         |
| 4. Security Requirements .....   | 5         |
| 5. Bidder Financial Capability .....                                   | 5         |
| 6. Applicable Laws .....   | 6         |
| 7. Disclosure of Information .....                                     | 6         |
| 8. Conflict of Interest .....  | 6         |
| 9. Bid Preparation Instructions .....                                  | 6         |
| <b>PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>     | <b>8</b>  |
| 1. Evaluation Procedures .....   | 8         |
| 2. Rights of GLPA .....  | 8         |
| 3. Basis of Selection .....  | 8         |
| 4. Contract Award Notice / Bidder Proposal Evaluation Debriefing ..... | 9         |
| <b>PART 4 – RESULTING CONTRACT CLAUSES .....</b>                       | <b>9</b>  |
| 1. Sample Contract .....   | 9         |
| <b>PART 5 – TECHNICAL EVALUATION CRITERIA .....</b>                    | <b>14</b> |
| <b>PART 6 – FINANCIAL PROPOSAL .....</b>                               | <b>16</b> |
| <b>ANNEX A – STATEMENT OF WORK .....</b>                               | <b>17</b> |

## **PART 1 – GENERAL INFORMATION**

### **1. INTRODUCTION**

The bid solicitation is divided into six (6) 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;

**Part 5 Technical Evaluation Criteria;**

**Part 6 Financial Proposal**

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 marine pilot transfer services to maintain the gangways, prepare and secure the gangway for use between the lock and the vessels, as well as assist marine pilots to board and disembark the vessel and return the gangway to its storage area after each pilot transfer at the St. Lambert Lock, St. Lambert, Quebec and at Lock 4 Beauharnois, Quebec, sufficient to meet the demands of shipping for the services of ships' pilots, on an “**as and when requested**” basis.

The period of the contract shall be awarded for the 2016 and 2017 navigation seasons (2 years).

## **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.

### **Page 1 of the RFP Document**

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers, email address and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within the organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

### **Financial Bid**

Bidders must submit their financial bid in accordance with *Part 6 – 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.
- f) Unreasonably low or higher financial bids will be disregarded.

### **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.



| <b>Example of 70% Technical Merit and 30% Price Determination</b> |                                |                             |                 |
|---|--------------------------------|-----------------------------|-----------------|
|   | <b>Bidder 1</b>                | <b>Bidder 2</b>             | <b>Bidder 3</b> |
| <b>Technical Points Awarded</b>                                   | 60                             | 65                          | 63              |
| <b>Total Tender Price</b>   | \$5,000                        | \$5,200                     | \$4,500         |
| <b>CALCULATIONS</b>   |                                |                             |                 |
|   | Weighted<br>Technical Points * | Weighted<br>Price Points ** | Total Points    |
| <b>Bidder 1</b>   | 60                             | $\$4.5/\$5.0 * 30\% = 27.0$ | 87.0            |
| <b>Bidder 2</b>   | 65                             | $\$4.5/\$5.2 * 30\% = 26.0$ | 91.0            |
| <b>Bidder 3</b>   | 63                             | $\$4.5/\$4.5 * 30\% = 30.0$ | 83.0            |
| * 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 3.

#### **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**

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(hereinafter referred to as the "Contractor").

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

1. **WHEREAS** the Contractor agrees to provide pilot transfer services at the St. Lambert Lock and the Beauharnois Lock No. 4, both in the province of Quebec. The pilot transfer service includes maintaining the gangway, preparing and securely securing the gangway in place, assisting the pilot boarding and the pilot disembarking the vessel at the lock and storing the gangway after its use.
2. That during the navigation seasons 2016 and 2017, the Contractor shall perform all the services required to be performed in connection with the pilot transfer at the St. Lambert Lock, St. Lambert, Quebec and Lock 4 Beauharnois, Quebec (hereinafter referred to as "the said services").
3. Time shall be deemed to be of the essence of this contract.
4. That the said services shall be available for twenty-four hours each and every day from and including the day that the St. Lambert 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.
5. 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.
6. The Contractor shall not assign or sublet the contract or any of the work without the prior written consent of the Authority.
7. The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work.
8. The Contractor shall ensure all its workers performing the service are fluently bilingual, primarily French speaking employees.
9. 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:

| Lock   | Rate per Pilot Transfer |      |
|--|-------------------------|------|
|  | 2016                    | 2017 |
| a) Pilot transfer service at the St. Lambert Lock, St. Lambert, Quebec | \$                      | \$   |
| b) Pilot transfer service at Lock 4 Beauharnois, Quebec.               | \$                      | \$   |

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.

10. All bridge tolls and all other expenses incurred by the Contractor in the performance of the said services shall be paid by the Contractor.
11. That the Contractor, at its own cost, shall have and maintain email address and telephone line services with the Cornwall Pilotage Office in order to provide the required service. All telephone calls from the Cornwall Pilotage Office for pilot transfer orders are to be answered in a timely manner.
12. That the Authority will provide a report of vessel positioning at 05:00, 13:00 and 21:00 each day as to assist the Contractor with the service requirements.
13. For the pilot transfer services at the St. Lambert Lock, the Authority's dispatchers are to provide a 1 hour and 15 minutes notice for the upbound vessel orders and a 2 hour notice for the downbound vessel orders.
14. For the pilot transfer services at Lock 4, Beauharnois, the Authority's dispatchers are to provide a 2 hour and 30 minutes notice for the upbound and downbound vessel orders.
15. That the Authority will do everything possible to respect the notification timelines in Clauses 13 and 14. However, as the notifications are dependent on receiving timely information from the St. Lawrence Seaway Management Corporation, some notifications may be provided in a shorter timeframe. In the event where the notification period is less than stated in Clauses 13 and 14, the Contractor will try to accommodate these exceptions and provide a timely service. Should the Contractor determine that the shortened notifications become more frequent rather than an exception, the Contractor will communicate its concerns to the Operations Manager so that he can rectify the issue.

16. That all orders are to be done by telephone from the Authority's dispatching. The Contractor is not to accept any instructions or guidance from any other parties, including the Laurentian Pilotage Authority, the St. Lawrence Seaway Management Corporation or any pilots.
17. Should the Contractor not be on-site 15 minutes prior to the communicated expected time of arrival (ETA), that the Contractor will assume a \$500 penalty. The penalty is assessed as a delay to a vessel's voyage plan is costly to the industry.
18. That, at all times, the Contractor will respect all security clearance, safety and security requirements as stipulated by the St. Lawrence Seaway Management Corporation.
19. The Authority is to supply life jackets for the Contractor's employees. The Contractor is to supply their employees with steel toe boots and hard hats.
20. That the Authority is to supply the Contractor with access to a waiting room.
21. The Authority will supply and maintain two (2) gangways at both the St. Lambert Lock and Lock 4 at Beauharnois.
22. 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 Two Million Dollars (\$2,000,000.00) against personal injuries to the pilots being transferred to a vessel or dock 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 transferred to a vessel or dock 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, in addition to obtaining a letter of commitment on the part of the insurer stating that it will notify the Authority, within fifteen (15) days of any changes in the guarantee or termination of the contract of insurance or any default in payment of premium.
23. That if at any time the Contractor does not perform or is 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 contractor until the Contractor's 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.

- 24. The Contractor shall at all times indemnify and save harmless the Authority from and against all claims and demands, losses, 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 officer or servant of the Authority while acting within the scope of his duties or employment.
- 25. That, without limiting or restricting the generality of the provisions of clause No. 24 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, losses, 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.
- 26. In violation of any of the above clauses or in the event of any significant implications to its operations at the St. Lambert Lock or the Beauharnois Lock, 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 : Robert F. Lemire, CPA, CA

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

**SIGNED, SEALED AND DELIVERED**

**Contractor**

In the presence of

\_\_\_\_\_  
Witness

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

**PART 5 – 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 two (2) years' experience in supplying similar or related service.   |                      |                  |
| M2                  | To provide evidence as to the Bidder's financial ability to supply the service.   |                      |                  |
| M3                  | 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) . |                      |                  |

**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   | A history of the company and the experience in providing pilot transfer services or other similar services.  | 15                    |                        |
| T2   | The Bidder's proposed organizational structure and list of resources to provide the said services.   | 15                    |                        |
| T3   | The Bidder's proposed administrative and operational processes and procedures to ensure a timely, efficient and effective service. Must explain strategies to ensure personnel are dispatched to respect communicated expected times of arrivals to avoid delays to vessels. | 15                    |                        |
| T4   | The contact information for two (2) references. These references will be contacted for feedback.   | 15                    |                        |
| T5   | Overall quality of proposal which will also consider other information that has been included in the proposal that may not have been listed in the above technical criteria.   | 10                    |                        |
| For each experience above, bidder MUST provide the following:  |  |                       |                        |
| <ul style="list-style-type: none"> <li>- Name of proposed resource;</li> <li>- Experiences;</li> <li>- Qualifications</li> </ul> |  |                       |                        |
| <b>Total points</b>  |  | <b>70</b>             |                        |

**PART 6 – FINANCIAL PROPOSAL****TAXES AS RELATED TO BIDS RECEIVED**

All prices/rates, as applicable, are requested to be firm (in Canadian funds), Goods and Services Taxes (GST) and the Quebec Sales Tax (TVQ).

**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.

| Lock   | Transfer Rate per Navigation Season |      |
|--|-------------------------------------|------|
|  | 2016                                | 2017 |
| a) Pilot transfer service at the St. Lambert Lock, St. Lambert, Quebec |                                     |      |
| b) Pilot transfer service at Lock 4 Beauharnois, Quebec.               |                                     |      |

To assist with the determination of a rate/pilot transfers, the approximate monthly transfers for 2015 are as follows:

| Month        | Number of Transfers per Lock per |             |
|--------------|----------------------------------|-------------|
|              | St. Lambert                      | Beauharnois |
| April        | 27                               | 10          |
| May          | 122                              | 109         |
| June         | 114                              | 83          |
| July         | 105                              | 83          |
| August       | 120                              | 83          |
| September    | 126                              | 90          |
| October      | 166                              | 85          |
| November     | 147                              | 97          |
| December     | 104                              | 57          |
| <b>TOTAL</b> | <b>1,031</b>                     | <b>697</b>  |

- Pilot transfer requirements are dependent on the shipping demands, and thus actual level of requirements may differ from the historical numbers.



## **ANNEX A – STATEMENT OF WORK**

### **1. Requirement**

A pilot transfer service is required at the St. Lambert Lock and at the Beauharnois Lock No. 4, both in the province of Quebec. The pilot transfer service includes maintaining the gangway, preparing and securely securing the gangway in place, assisting the pilot boarding and the pilot disembarking the vessel at the lock and storing the gangway after its use. The services are to be provided on a 24 hour basis, on an as needed basis, sufficient to meet the demands of shipping for the services of ships' pilots.

#### **Service**

1. The service shall be available during the 2016 and 2017 navigation seasons 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 St. Lambert Lock opens to navigation up to and including the day the St. Lambert 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. The service is "as and when requested".
4. The service shall focus on the pilots' safety at all times.

#### **Employees**

1. Employees are to respect all safety and security requirements as communicated by the St-Lawrence Seaway Management Corporation while on the Locks.
2. The Contractor is to coordinate with the St. Lawrence Seaway Management Corporation to ensure that all employees that are to have access to the Locks have received the proper access cards.
3. The Authority will ensure it provides pilot transfer training for a new Contractor.
4. Should the Contractor have a new employee, the Contractor shall provide the required training.

#### **Investigation**

1. The Authority reserves the right to require the Contractor to fully investigate a possible Drug and Alcohol Policy violation if one of its employees is on duty in an unfit condition. As part of the investigation, the Authority can require the employee to submit to a reasonable cause test.
2. Should the Contractor or its employees be asked to provide a testimony as part of an investigation undertaken by the Authority, the Contractor or its employees must comply with the request. Should the Authority discover at any time that the testimony provided by the Contractor or its employees is false, the Authority may cancel this contract with just cause.