



REQUEST FOR PROPOSAL NUMBER:	GLPA-1000016
TITLE:	Land Transportation Services of ships' pilots between St-Lambert Locks, Quebec; Lock 4 Beauharnois, Quebec; Port of Valleyfield, Quebec; and Cornwall, Ontario
DATE OF SOLICITATION:	January 3, 2020 (Eastern Daily EDT)
SOLICITATION CLOSING DATE AND TIME:	January 24, 2020 at 13:30 PM (Eastern Daily EDT)
ADDRESS INQUIRIES TO CONTRACT ADMINISTRATOR:	Stéphane J.F. Bissonnette Great Lakes Pilotage Authority Chief Financial Officer Email: sbissonnette@glpa-apgl.com Telephone #: (613) 933-2991 ext. 207
SECURITY:	There is no security requirement associated with this solicitation.
SEND PROPOSAL TO:	Great Lakes Pilotage Authority 202 Pitt Street, 2 nd Floor P.O. Box 95 Cornwall, Ontario K6H 5R9
VENDOR NAME AND FULL ADDRESS (Please print):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (Please print)	
SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF VENDOR:	
_____ Date: _____	

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 a 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-1000016**, 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 seven (7) 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;

Part 5 Technical Evaluation Criteria;

Part 6 Financial Proposal;

Part 7 Conflict of Interest Declaration; and

Annex A - Statement of Work.

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 St. Lambert Lock, St. Lambert, Quebec; Lock 4 Beauharnois, Quebec, Port of Valleyfield, Quebec and Cornwall, Ontario, 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 2020 and 2022 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 FI-002 – 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 FI-001 – Procurement* as well as *Directive FI-002 – Supply Chain Code of Ethics* and accept the clauses and conditions of the resulting contract.

Directive FI-001 – Procurement as well as *Directive FI-002 – 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 the 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, to ensure 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 or financial statements certified by the Bidder's chief financial officer. Information requested by the 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, the 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 the 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 the 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 the 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 the 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, the GLPA will not divulge such data and/or information to any third party.

8. RIGHTS IN DATA

If intellectual property or confidential information is required to enable the Bidder to provide the Services, the Bidder shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).

The GLPA or its pilots shall own all intellectual property and confidential information that it creates in relation to the Services. The GLPA shall own all intellectual property and confidential information that the Bidder creates as a result of performing the Services. In particular, the GLPA shall own the following:

- * all data resulting from performance of the Services, regardless of its form, format, or media;
- * all data (other than that owned by third parties) used in performing the Services regardless of its form, format, or media;
- * all data in manuals or instructional and training materials;
- * all processes provided for use under the Services; and
- * all any other data delivered under the Services.

If the Bidder wishes to use the intellectual property and/or confidential information (mentioned in this section) for purposes that are not in relation to the performance of the Services, it must obtain prior written

consent from the GLPA.

9. CONFLICT OF INTEREST

If the 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 the 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 the GLPA. In the event that the 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 the GLPA.

10. 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 the 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, the 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.

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.

Conflict of Interest

Bidders must complete and sign a conflict of interest declaration in accordance with *Part 7 – Conflict of Interest Declaration*.

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 the GLPA, it may also include representatives from other Government Departments and Agencies, or third-party participants as selected by the GLPA.
- f) Unreasonably low or higher financial bids will be disregarded.

2. RIGHTS OF GLPA

The 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	92	73	86
Total Tender Price *	\$5,000	\$1,000	\$9,000
CALCULATIONS			
	Weighted Technical Points **	Weighted Price Points ***	Total Points
Bidder 1	$92/100*50%=46.0$	43	89.0
Bidder 2	$73/100*50%=36.5$	50	86.5
Bidder 3	$86/100*50%=43.0$	30	73.0
* Tender price encompasses all financial considerations per the financial bid ** Based on a 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 will be sent to all Bidders 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 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

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:

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled **GLPA-1000016**, dated **January 3, 2020**.

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 marine between St. Lambert Lock, St. Lambert, Quebec, Lock 4 Beauharnois, Quebec, Lock Côte-Ste-Catherine d'Alexandrie, Quebec, Port of Valleyfield, Quebec, and Cornwall, Ontario.
2. That during the navigation seasons 2020 to 2022, optional 2023, the Contractor shall perform all the services required to be performed in connection with the transportation, by automobile, of ships' pilots between St. Lambert Lock, St. Lambert, Quebec, Lock 4 Beauharnois, Quebec, Lock Côte-Ste-Catherine d'Alexandrie, Quebec, Port of Valleyfield, Quebec, and Cornwall, Ontario,

(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. Time shall be deemed to be of the essence of this contract.
5. That the automobiles will be dispatched by the either the Pilot Dispatcher at the Pilotage Office of the Authority at Cornwall, Ontario, the pilots or the pilot boat operators in accordance with a system to be agreed upon between the Director of Operations at Cornwall, Ontario and the Contractor.
6. All trips will be made via the South Shore (e.g. Highways 15, 30, and 132).
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. 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.
9. The Contractor shall not assign or sublet the contract or any of the work without the prior written consent of the Authority.
10. The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work.
11. 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			
	2020	2021	2022	2023
a) For transporting a pilot or pilots from St-Lambert Locks to Lock 4, Beauharnois, or vice versa.	\$	\$	\$	\$
b) For transporting a pilot or pilots from St-Lambert to Côte-Ste-Catherine, Quebec or vice versa.	\$	\$	\$	\$
c) For transporting a pilot or pilots from St-Lambert to the Port of Valleyfield, or vice versa.	\$	\$	\$	\$

d) For transporting a pilot or pilots from St-Lambert to Cornwall, Ontario.	\$	\$	\$	\$
e) For transporting a pilot or pilots from Lock 4 Beauharnois to Cornwall, or vice versa.	\$	\$	\$	\$
f) For transporting a pilot or pilots from Valleyfield to Lock 4 Beauharnois, or vice versa.	\$	\$	\$	\$
g) For transporting a pilot or pilots from St. Lambert to St. Zotique, or vice versa.	\$	\$	\$	\$
h) For transporting a pilot or pilots from Valleyfield to Cornwall, or vice versa.	\$	\$	\$	\$
i) Waiting time (prorated and applicable only after the first half hour).	\$	\$	\$	\$
j) 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).	\$	\$	\$	\$
k) If applicable, administration fee to be added to the Contractor's invoice. This charge is calculated on the total charges before the applicable sales taxes	%	%	%	%

For all destinations other than those listed above, a fair and equitable rate will be discussed and agreed to by the Authority and the Contractor.

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 or by email to accountspayables@glpa-apgl.com . The Authority will submit payment via electronic fund transfer (EFT) by the 15th and the last day each month following receipt of the invoice.

12. That the said services shall be available for twenty-four hours (24) each and every day from and including the day that the Welland Canal Locks open 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.
13. All bridge tolls and all other expenses incurred by the Contractor in the performance of the said services shall be paid by the Contractor.
14. 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.
15. 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.

16. That the Contractor shall maintain a sufficient number of automobiles for the satisfactory performance of the said services.
17. That the automobiles used by the Contractor in performing the said service shall be of recent manufacture (model of the automobiles must not go back to more than 2017), roomy and neat in appearance and shall, at all times, be maintained in good running condition. All automobiles intended to offer the service must not have more than 150,000 kms at the beginning of each year of the contract. 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.
18. 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.
19. The Contractor shall have in place alcohol and other drug policies similar to the Authority's directive *HR-011 Drug and Alcohol*. If not, the Contractor is expected to follow the principles of this directive.
20. The Authority reserves the right to require the Contractor to fully investigate a possible drug and alcohol policy violation if its worker is on duty in an unfit condition. As part of the investigation, the Authority can require the contractual worker to submit to a reasonable and probable grounds test.
21. As part of an unfit for work investigation of its own employees, the Authority expects the Contractor and its workers to fully cooperate with the Authority's investigation. Claims made by the Contractor or its workers which are found to be false, these false claims may result in the termination of this contract given the associated safety risks.
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 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. In order 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 the Contractor hereunder in the performance of the services provided for in this Agreement, the Contractor must provide an insurance certificate confirming the duration and the amount of the guarantee as well as a written letter of commitment from the insurer stating it will notify the Authority within fifteen (15) days of any changes in the guarantee or termination of the insurance contract or any default of premium payments.

23. 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.
24. 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.
25. That, without limiting or restricting the generality of the provisions of clause No. 26 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.
26. 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.
27. 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.

28. If gasoline prices reach \$1.30 per 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 : Michèle Bergevin

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

SIGNED, SEALED AND DELIVERED

Contractor

In the presence of

Witness

By :

PART 5 – TECHNICAL EVALUATION CRITERIA MANDATORY 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:

Criterion ID	Mandatory Criteria	Proposal Page	Pass/Fail
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 tax license (Brokerage license) to perform the contract.		
M4	Drivers shall possess a good and safe driving record. 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.		
M6	Every automobile used to provide the service shall be equipped with hands-free cellular devices.		
M7	The Bidder must have a dedicated telephone line for the GLPA and its pilots.		
M8	Automobiles used by the Contractor must be of recent model (model of the automobiles must not go back to more than 2017).		
M9	The Bidder shall have alcohol and drug policies similar to the Authority's HR-011 <i>Drug and Alcohol</i> . In the absence of a similar policy, a declaration stating it has read the Directive HR-011 and it agrees to comply with the Authority's directive HR-011 <i>Drug and Alcohol</i> .		

M10	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 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 GLPA, and in such amount so as to fully cover the Contractor's liabilities to any firm, person, association or corporation and to the GLPA, 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 GLPA shall be deposited with the GLPA.		
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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 assessment of the Bidder's proposed cars to be used (condition of the cars, year, make and model of automobiles used to provide the services). Photos of cars are to be provided along with any other documentation to support this criterion. <i>Each automobile will be evaluated and awarded up to a maximum of 4 points each.</i>	20	
T3	The Bidder's proposed resource experience in managing a taxi service or related services.	20	

T4	The Drivers' safety records. <i>30 points will be awarded if no convictions, discharges, or</i>	20	
T5	Overall Bid presentation	10	

For each experience above, bidder MUST provide the following:		
<ul style="list-style-type: none"> - Name of proposed resource; - Qualifications 		
Total points	100	

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

All prices/rates, as applicable, are requested to be firm (in Canadian funds), excluding Goods and Services Taxes (GST) and 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.

Bidders are to assume a gasoline price of \$1.30 a litre or less for the financial proposal. If gasoline prices reach \$1.30 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			
	2020	2021	2022	2023
a) For transporting a pilot or pilots from St-Lambert Locks to Lock 4, Beauharnois, or vice versa.				
b) For transporting a pilot or pilots from St-Lambert to Côte-Ste-Catherine, Quebec or vice versa.				
c) For transporting a pilot or pilots from St-Lambert to the Port of Valleyfield, or vice versa.				
d) For transporting a pilot or pilots from St-Lambert to Cornwall, Ontario.				
e) For transporting a pilot or pilots from Lock 4 Beauharnois to Cornwall, or vice versa.				
f) For transporting a pilot or pilots from Valleyfield to Lock 4 Beauharnois, or vice versa.				
g) For transporting a pilot or pilots from St. Lambert to St. Zotique, or vice versa.				
h) For transporting a pilot or pilots from Valleyfield to Cornwall, or vice versa.				
i) Waiting time (prorated and applicable only after the first half hour).				
j) 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).				

k) If applicable, administration fee to be added to the Contractor's invoice. This charge is calculated on the total charges before the applicable sales taxes.				
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To assist with the determination of a rate/trip, the historical trips per year are as follows:

Originating and Destination points	Number of Trip per Navigation Season	
	2018	2017
a) For transporting a pilot or pilots from St-Lambert Locks to Lock 4, Beauharnois, or vice versa.	1 017	946
b) For transporting a pilot or pilots from St-Lambert to Côte-Ste-Catherine, Quebec or vice versa.	119	75
c) For transporting a pilot or pilots from St-Lambert to the Port of Valleyfield, or vice versa.	116	37
d) For transporting a pilot or pilots from St-Lambert to Cornwall, Ontario.	330	255
e) For transporting a pilot or pilots from Lock 4 Beauharnois to Cornwall, or vice versa.	29	22
f) For transporting a pilot or pilots from St. Lambert to St. Zotique, or vice versa.	19	20
g) For transporting a pilot or pilots from Valleyfield to Cornwall, or vice versa.	10	5
h) Waiting time (prorated and applicable only after the first half hour).	5	0
i) Waiting time (prorated and applicable only after the first half hour).	75 hours	25.25 hours
j) 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).	102	40

PART 7 – CONFLICT OF INTEREST DECLARATION

At the time of submitting a proposal, the Bidder agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see below) with a recommended plan to manage the conflict of interest.

The Bidder agrees to notify the Authority immediately if an actual or potential conflict of interest arises.

I, the undersigned, attest that there is no conflict of interest

OR

I, the undersigned, attest that there is a real or perceived conflict of interest, as disclosed below.

Signatory's printed name	Signatory's signature
Signatory's Position	Date
Signatory's Phone Number	Signatory's Email Address

If a real or perceived conflict of interest exists with the submission of a proposal, or would exist if the Bidder enters into a contract with the Authority for the Services in this proposal, full details should be included below as well as a detailed plan to manage the conflict of interest.

ANNEX A – STATEMENT OF WORK

A transportation service is required to transport ships' pilots by automobiles between points within the St. Lambert Lock, St. Lambert, Quebec and Lock 4 Beauharnois, Quebec, Port of Valleyfield, Quebec or Cornwall, Ontario. 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 2020, 2021 and 2022 navigation seasons, and possibly the 2023 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 Welland Canal locks open to navigation up to and including the day the locks at the Welland Canal close to navigation as determined by the Operations Manager. The navigation season normally runs approximately from March 22nd to December 31st.
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 Contractor is expected to ensure its employees remain free from any adverse performance effects of alcohol or other drugs in compliance with the Authority's standards, when on Authority business. The Contractor is encouraged to implement an Alcohol and Drug Policy on their own which meets or exceeds these requirements, however having its own policy is not obligatory.

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 licensed for use in Canada and shall be equipped with a hands-free cellular telephone and shall be so licensed.
4. Automobiles used by the Contractor must be of recent model (model of the automobiles must not go back to more than 2017), 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.
6. Every automobile shall be maintained for the duration of the contract in a high state of mechanical efficiency, cleanliness and offer functional climate control.
7. Every automobile intended for use in providing the services may be inspected before any contract or at any time during the contract period.

Automobile Operators

1. The operator of every automobile shall be well rested and shall possess a good and safe driving

record.

2. The operator of every automobile shall be cleared to operate in the Province of Ontario and in the States of New York and Ohio.
3. 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 before the operator begins to render the service.

Investigations

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.