



<b>REQUEST FOR PROPOSAL NUMBER:</b>	<b>GLPA-1000026B</b> <b>(Replaces GLPA-1000026 which was cancelled)</b>
<b>TITLE:</b>	<b>Strategic Plan Facilitation Services</b>
<b>DATE OF SOLICITATION:</b>	December 8, 2021 (Easter Standard EST)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	January 19, 2022 at 13:30 PM (Eastern Standard EST)
<b>ADDRESS INQUIRIES TO CONTRACT ADMINISTRATOR:</b>	<b>Robine St-Germain</b> Great Lakes Pilotage Authority Finance Manager Email: <a href="mailto:rstgermain@@glpa-apgl.com">rstgermain@@glpa-apgl.com</a> Telephone #: (613) 933-2991 ext. 222
<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 <a href="mailto:rstgermain@glpa-apgl.com">rstgermain@glpa-apgl.com</a>
<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

The Great Lakes Pilotage Authority (GLPA) is a Crown Corporation, established in February 1972 pursuant to the *Pilotage Act*, with a mandate to establish, operate, and administer a safe and efficient pilotage services within the Canadian waters of the Great Lakes-St. Lawrence Seaway system.

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-1000026B**, including all Parts, Appendices and Annexes listed in the table of Contents below.

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

The GLPA is not obliged to accept the lowest proposed fee or any Proposals submitted.

**TABLE OF CONTENTS**

<b>PART 1 – GENERAL INFORMATION .....</b>	<b>4</b>
1. Introduction .....	4
2. General .....	4
3. Background .....	4
<b>PART 2 – BIDDER INSTRUCTIONS .....</b>	<b>5</b>
1. Standard Instructions, Clauses and Conditions .....	5
2. Submission of Bids .....	5
3. Enquiries – Bid Solicitations .....	5
4. Security Requirements .....	5
5. Bidder Financial Capability .....	6
6. Applicable Laws .....	6
7. Disclosure of Information .....	6
8. Rights in Data .....	6
9. Liability for Errors .....	7
10. Conflict of Interest .....	7
11. Non-Collusive Certification .....	8
12. Confidentiality .....	8
13. No Lobbying .....	8
14. Collection and Use of Personal Information .....	8
15. Bid Preparation Instructions .....	9
<b>PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
1. Evaluation Procedures .....	11
2. Rights of GLPA .....	11
3. Basis of Selection .....	12
4. Contract Award Notice / Bidder Proposal Evaluation Debriefing .....	12
<b>PART 4 – CONTRACT .....</b>	<b>13</b>
<b>PART 5 – TECHNICAL EVALUATION CRITERIA .....</b>	<b>18</b>
<b>PART 6 – FINANCIAL PROPOSAL .....</b>	<b>20</b>
<b>ANNEX A – STATEMENT OF WORK .....</b>	<b>22</b>
<b>ANNEX B – CERTIFICATIONS .....</b>	<b>24</b>

## **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:** includes a sample of the resulting contract;

**Part 5 Technical Evaluation Criteria**

**Part 6 Financial Proposal**

The Annexes include the Statement of Work and Certifications.

### **2. GENERAL**

Every three years, the Great Lakes Pilotage Authority (GLPA) regularly undertakes a facilitated session to develop a comprehensive strategic plan. The GLPA is seeking proposals from bidders to provide consultation services to facilitate and assist its Board of Directors and management in the facilitation and development of a three-year strategic plan (2023-2025), in accordance with the attached Annex A *Statement of Work*.

### **3. BACKGROUND**

The GLPA is a Crown corporation established in February 1972 pursuant to the *Pilotage Act* having its Head Office in the City of Cornwall, Province of Ontario. The GLPA is a non-agent Crown corporation – listed in Schedule III, Part I of the *Financial Administration Act*. The GLPA has not received federal appropriations since 1995 and is not eligible for future appropriations. The GLPA is also exempt from income taxes.

The GLPA's mandate is to establish, operate, and administer a safe and efficient pilotage services within the Canadian waters of the Great Lakes-St. Lawrence Seaway system. The GLPA reports to the Parliament of Canada through the Minister of Transport. For additional information, please refer to the GLPA's Corporate Plan available on its website at <https://www.glpa-apgl.com/reports-and-documents/financial-reports/>.

## **PART 2 – BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions are set out in the GLPA's *Directive FI-001 – 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. The **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 the GLPA's inability to ascertain the reception date and/or to consider the bid prior to contract award. Therefore, the GLPA reserves the right to reject any proposal not complying with these instructions.

**Bids transmitted by email or facsimile to the GLPA will 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 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

conceives or develops 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. LIABILITY FOR ERRORS**

While the GLPA has used considerable efforts to ensure the information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the GLPA, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

## **10. CONFLICT OF INTEREST**

Conflict of interest is defined as any matter, circumstance, interest, or activity in which an entity or person is, or is perceived to be, in a position to benefit more preferentially than another or which may or may appear to impair the ability of the Proponent to perform the scope of work diligently and independently.

Proposals will not be evaluated if the Bidder's current or past corporate or other interests may, in the GLPA's sole opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but not limited to, involvement by a Bidder in the preparation of this RFP. If a Bidder is in doubt as to whether there might be a conflict of interest, the Bidder should consult with the Contract Administrator prior to submitting a proposal.

The successful Bidder must provide an affirmative statement that it and its staff will avoid any actual or perceived conflict of interest. The following clauses are to be included in the firm's certification (refer to Annex B):

- a) The successful Bidder certifies that it has and will not influence, seek to influence or otherwise take part in a decision of the GLPA's knowing that the decision might further its private interest.
- b) The successful Bidder certifies that it has no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract.
- c) The successful Bidder acknowledges that individuals who are subject to the provisions of Canada's *Conflict of interest Act, 2006*, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within the GLPA cannot derive any direct benefit resulting from the Contract.

- d) The successful Bidder declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the GLPA or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- e) The successful Bidder warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract.
- f) Should such a conflicting interest be acquired during the life of the Contract, the successful Bidder shall declare it immediately in writing to the GLPA. The successful Bidder acknowledges that if the GLPA is of the opinion that a conflict exists as a result of the successful Bidder's disclosure or as a result of any other information brought to the GLPA's attention, the GLPA may require the successful Bidder to take steps to resolve or otherwise deal with the conflict or, at the GLPA's entire discretion, terminate the Contract for default.

### **11. NON-COLLUSIVE CERTIFICATION**

In conjunction with its statement regarding Conflict of Interest, the successful bidder must additionally provide a signed statement (refer to Annex B) certifying the following:

- a) the response is genuine and is not made in the interest of, or on behalf of, an undisclosed person, bidder or corporation;
- b) that the successful Bidder has not directly or indirectly induced or solicited any other entity to submit a false or sham response, or decline to submit a response;
- c) that the successful Bidder has not sought, by collusion, to obtain any advantage over any other bidder or over the GLPA.

### **12. CONFIDENTIALITY**

The successful Bidder and its representatives shall commit to keep confidential all information in connection with the work and shall not disclose any such information to any person without the prior written permission of the GLPA. Any Contract resulting from this RFP shall incorporate confidentiality clauses pertaining the entire Statement of Work.

### **13. NO LOBBYING**

Bidders must not attempt to communicate directly or indirectly with any employee, contractor or representative of the GLPA, including the evaluation team, or any Board of Director, or with the media, about the project described in this RFP or otherwise in respect of this RFP, other than as expressly directed or permitted by the GLPA.

### **14. COLLECTION AND USE OF PERSONAL INFORMATION**

Bidders are solely responsible for familiarizing themselves with, and ensuring that they comply with, the laws applicable to the collection and dissemination of information, including but not limited to resumes and other personal information concerning employees of the Bidder and employees of any sub-contractors. If this RFP requires Bidders to provide the GLPA with personal information of employees who have been included as resources in response to this RFP, Bidders will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the GLPA.



Such written consents shall specify that the personal information may be forwarded to the GLPA for the purposes of responding to this RFP and may be used by the GLPA for the purposes set out in this RFP. The GLPA may, at any time, request the original consents, or copies of the original consents, from the Bidder and, upon such request being made, Bidders will immediately supply such originals, or copies if so requested, to the GLPA.

## **15. 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.

**Certification**

Bidders must complete and sign a certification declaration in accordance with Annex B.

## **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 the 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. All members of the evaluation team will be required to sign an Oath of Confidentiality, a Financial Disclosure Form, and Potential Conflict of Interest Form.
- f) Only technical proposals with a score of at least 50 points (out of a maximum score of 70 points) will have their financial proposals opened.
- g) Unreasonably low or higher financial bids will be disregarded.
- h) It is understood and accepted by the Bidders that all decisions about the degree to which a proposal meets the requirements of this RFP are the judgement of this evaluation team.

### **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 the 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 GLPA intends to award the contract to the responsive (compliant) Bidder with the highest combined rating of technical and financial proposals. In the case of a tie in the combined score among the Bidders, the tie breaker will be the Bidder with the higher score in the Technical Proposal. See the following table for an example of the rating results.

In evaluating the scoring, the score to be ascribed to the technical merit and the price determination shall be determined by the evaluation team in its sole discretion given that these are often subjective matters, that there is no requirement on the part of the GLPA to use any formulas or mathematical approach and that the GLPA's opinion and assessment of each Proposal is to be determined by the GLPA in its sole and absolute discretion.

<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>	50	55	45
<b>Total Tender Price</b>	\$2,000	\$1,800	\$1,500
<b>CALCULATIONS</b>			
	Weighted Technical Points	Weighted Price Points **	Total Points
<b>Bidder 1</b>	50	$\$1.5/\$2.0 * 30\% = 22.5$	72.5
<b>Bidder 2</b>	55	$\$1.5/\$1.8 * 30\% = 25.0$	80.0
<b>Bidder 3</b>	45	$\$1.5/\$1.5 * 30\% = 30.0$	75.0
* Based on the possible 100 points awarded weighted to 60			
** 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 2.

### 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 debrief 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:

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor’s technical bid entitled **GLPA-1000026**, dated **December 8, 2021**.

1. **WHEREAS** the Contractor, for the considerations hereinafter mentioned, has agreed to provide all services required to be performed in connection with facilitating and conduct the entire strategic planning process for the Authority.
2. The Contractor shall not engage in collusion of any sort.
3. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-employment Code of the Public Office holders shall derive a direct benefit from this contract.
4. No right of interest in this contact and/or purchase order shall be assigned by either party without the written consent of the other and no delegation owed, or the performance of any obligation by either the Authority or the Contractor shall be made without the written consent of the other party.
5. The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work.

6. The Contractor shall commit to perform all work required and shall commit to submitting a written request to the Authority to obtain consent in writing prior to subcontracting any portion of the work to companies or individuals other than those previously identified in its proposal to this contract. The Contractor's request shall identify the proposed entities and indicate the portion of work that it intends to entrust to them. The GLPA retains full right to refuse any proposed subcontracting.
7. When handling any type of information from the Authority, the Contractor shall comply with the following: Any information received from the Authority remains the property of the Authority, will be used only for the purpose for which it was intended, will not be disposed, transferred, sold or made available to any other party or parties without the written approval of the Authority and will be retained only for the limited time necessary for the performance of its functions and/or until the end of this contract; the Contractor will ensure at all times that the handling of the Authority's information by its employees is in accordance with the principle outlined above and will secure all information in a reasonable way against theft or abuse of any kind, and will restrict the use to those employees who require it to fulfil the obligations to the Authority or to complete the proposal; and the Authority reserves the right to request that any information it provides be returned to it.
8. The Authority is subject to the *Access to Information Act* as amended with respect to and protection of information under its custody and control. Accordingly, all documents, proposals and contracts related to requests or agreements with the Authority may be made available to the public, unless the party submitting the information request it be treated as confidential, and it is exempted from disclosure under the provisions of that Act.
9. Changes to the terms and conditions of this contract may be made only by written agreement of the parties.
10. Invoices, with supporting documentation, are to be submitted to Robine St-Germain, Finance Manager, Great Lakes Pilotage Authority, P. O. Box 95, Cornwall, Ontario K6H 5R9 per the amounts in its proposal for this contract, plus any other amounts that the Authority and the Contractor may agree to during this contract.
11. The Contractor shall be reimbursed for Authority approved travel costs which are in compliance with the Authority Directive FI-003 – Travel and Hospitality Expenditures.

12. All invoices shall set out applicable taxes separately. In addition, the Contractor's appropriate tax registration numbers shall be clearly displayed on every invoice. The Authority is responsible for paying all sales taxes on the goods or services defined in the applicable legislation.
13. The GLPA will make payments based on the progress of the work completed by milestone.
14. Payment terms are net thirty (30) days. The Authority will submit payment via electronic fund transfer (EFT).
15. No increase in the total liability of the Authority or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Authority.
16. If the Authority has any objection to the content of the invoice or the substantiating documentation, the Authority shall, within thirty (30) days of its receipt, notify the Contractor of the nature of the objection. The Contractor agrees to provide clarifications as soon as reasonably possible after receipt of the objection. The Contractor acknowledges that the Authority may withhold payment until such time as the objection has been cleared to the satisfaction of the Authority.
17. Prior to the implementation of the contract, the Contractor shall have in place the appropriate and adequate liability insurance coverage and shall maintain all insurance policies required to fulfil the requirements expressed in this contract. The Contractor shall provide proof of relevant insurance policies upon the request of the Authority. These insurance policies will be at a level appropriate to the work or services being provided within the following categories:
  - a. Commercial General Liability Insurance, with a limit of liability of not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000 within any policy year. The policy shall insure that the Contractor shall protect the Authority as an Additional Insured, with respect to liability arising out of the performance of the contract.
  - b. Professional Liability Insurance, with a limit of liability of not less than \$1,000,000 per claim, and continually maintained throughout the duration of the contract.
  - c. Performance Bond.
18. Any publicity or publications related to this contract and/or purchase order shall be at the sole discretion of the Authority. Without limiting the foregoing, the Contractor shall not: make use of its association with the Authority or directly or indirectly communicate with the media in relation to the contract, the subject matter, the deliverables or content to be used in association therewith, or undertake any communication with the Authority that is the opinion of the

Authority is unsolicited promotional communication relating to the contract, without prior written consent of the Authority.

19. The Authority has as objectives the maintaining of a respectful workplace and the instilling a sound code of ethics. The personnel from the Contractor's staff who interact with the employees must adhere to the concepts and practices outlined in the Authority's related policies or to similar policies in effect in the Contractor's organization.
20. The failure by the Authority to exercise or enforce any rights conferred upon it under this contract shall not be deemed to be a waiver of any such right or operate to bar the exercise and enforcement thereof at any time or times thereafter unless such waiver is evidenced by writing.
21. The Contractor shall at all times indemnify and save harmless the Authority from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Authority while acting within the scope of his duties or employment.
22. In the event that either party believes that the other materially has breached any obligations under the contract such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of the notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching party shall have the right to terminate the contract without further notice.
23. The Contractor is not liable for failure to perform the obligations as set out in the contract and/or purchase order as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, labour dispute, strike or lockout. If the Contractor asserts Force Majeure as an excuse for failure to perform their obligations, they must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that the Contractor substantially fulfilled all non-excused obligations, and the Authority was timely notified of the likelihood of actual occurrence of the event which invoked the Force Majeure.



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

**SIGNED, SEALED AND DELIVERED**

In the presence of

\_\_\_\_\_

Witness

**Great Lakes Pilotage Authority**

\_\_\_\_\_

By : Michèle Bergevin

\_\_\_\_\_

By : Robine St-Germain, CPA, CMA

**SIGNED, SEALED AND DELIVERED**

In the presence of

\_\_\_\_\_

Witness

**Contractor**

\_\_\_\_\_

By :

**PART 5 – TECHNICAL EVALUATION CRITERIA****TECHNICAL CRITERIA**

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. 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.

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. The GLPA's assessment will be solely based on the information contained within the proposal. The GLPA may confirm information or seek clarification from bidders.

<b>Criterion ID</b>	<b>Point Rated Technical Criteria</b>	<b>Maximum Points</b>	<b>Proposal Page #</b>
T1	The Bidder is to provide an understanding of the GLPA's operations and requirements.	5	
T2	The Bidder is to provide background information of their practice and work with strategic planning. The Bidder is to identify the project manager and other key personnel who will participate.	15	
T3	The Bidder is to explain their general approach to strategic planning and particularly how it customized its approach to respond and align with the GLPA's specific business needs.	20	
T4	The Bidder is to provide three (3) significant and relevant project references, with contact information, and a description of the scope of services provided in the reference.	15	
T5	The Bidder is to provide a detailed project plan identifying the approach and methodology being used.	10	
T7	The Bidder shall identify and describe the most important attributes that distinguishes it from competing Bidders, and how these attributes will benefit the GLPA. The Bidder shall also include a statement explaining why the Bidder believes itself to be best and uniquely qualified to fulfil the intent of this RFP.	5	
<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), excluding Harmonized Sales Taxes (HST) and Quebec Sales Taxes (QST). All other costs, including any travel costs, are to be captured in the table below. The GLPA will not reimburse any costs that are not captured in the financial proposal.

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

The Bidder hereby offers to the GLPA 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 Proposals and in accordance with the terms and conditions of the Request for Proposals for the following price(s).

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

<b>Time and Billing</b>			
<b>Position</b>	<b>Hourly Rate</b>	<b>Estimated hours</b>	<b>Total Cost</b>
Project Manager			
Other (specify)			
Other (specify)			
Other (specify)			
<b>TOTAL</b>			
<b>Out-of-Pocket (to provide assumptions)</b>			
<b>Position</b>			<b>Total Cost</b>
Travel expenses			
Administrative costs and fees			
Other (specify)			
Other (specify)			
<b>TOTAL</b>			

If in-person meetings are required with the GLPA management team, the meetings are to be held in Cornwall, Ontario. The facilitated session with the Board of Directors and senior management will be held in Montreal, Québec.

## **ANNEX A – STATEMENT OF WORK**

### **Background**

The Great Lakes Pilotage Authority (GLPA) is a Crown Corporation, established in February 1972 pursuant to the *Pilotage Act*, with a mandate to establish, operate, and administer a safe and efficient pilotage services within the Canadian waters of the Great Lakes-St. Lawrence Seaway system. The GLPA's head office is in the City of Cornwall, Province of Ontario. The GLPA is governed by a seven-member Board of Directors.

The GLPA's current three-year strategic plan will be completed at the end of 2022. The Governance and Human Resources Committee of the Board provides governance to ensure the Board conducts a strategic activity at least every three years. During the other years, the GLPA conducts internal priority setting sessions to refresh the strategic plan annually.

The Board will be actively involved in discussing, reviewing, and approving the strategic plan. The Board will be a valuable resource in providing a fresh perspective and asking questions to satisfy themselves that the plan is well thought out, realistic, relevant, and compatible with the GLPA's mission, vision, and values.

### **Objectives**

The Contractor is to facilitate and assist the Board:

- in a fulsome revision and refinement of its mission, vision, and values;
- in the development of a three-year comprehensive strategic plan (2023-2025) that will focus on the GLPA's mandate, fundamental values, services, and vision for its future state;
- in the development and prioritization of strategic goals and the establishment of measurable goals, objectives, relevant timelines and performance indicators; and
- in ensuring the process fosters team cohesiveness.

### **Desired Outcomes**

The GLPA's three-year strategic plan is intended to outline strategic issues, goals and priorities for the future and to serve as a basis for key operational and budgetary decisions. The Contractor will assist the Board and the senior management team in developing a cohesive and relevant strategic planning document.

The desired strategic planning outcomes are to:

- guide the Board and the senior management team through a fulsome review and refinement of its vision, mission, values and objectives;
- develop strategic priorities for 2023-2025, including measurable goals for each;
- establish tools:
  - \* for evaluation (in consultation with senior management) to assess progress toward achieving the GLPA's goals (i.e. key performance indicators, measurable outcomes, etc.); and
  - \* to evaluate emerging opportunities for real time decision making.

- strengthen the GLPA's culture and improve relations through collaborative efforts with the strategic planning process between the Board and senior management.

## Scope

All communications and presentations to the Board of Directors is to be done in English.

The scope of work is to facilitate and conduct the entire strategic planning process for the GLPA with the assistance of the Chief Financial Officer (CFO) under the direction of the Chief Executive Officer (CEO). The Contractor will be expected to provide expertise and advice and work with the CEO and CFO on the format and process for the development of the strategic plan. The Contractor will be required to skillfully guide organized discussions between the Board and senior management that will focus on and lead to a final strategic plan. The Contractor will be expected to develop the framework of the strategic plan, along with the assistance of the Board, CEO, and CFO, as needed.

The Contractor's key deliverables are as follows:

- conduct a review of the GLPA's organizational structure, the Canadian pilotage sector, relevant legislation (*Pilotage Act*, *Pilotage Regulations*, *Financial Administration Act*, *Canada Labour Code*), political and business environment, the GLPA's 2022-2026 Corporate Plan, latest employee engagement survey results, latest customer satisfaction results, the Great Lakes region economy, and other relevant documents as determined by the GLPA;
- based on these findings, develop a detailed Strategic Planning Process Model and agenda for a two-day Board retreat, including key milestones and timelines, for GLPA input and pre-approval;
- facilitate a one-day strategic session/think tank with senior management as directed by the CEO prior to the Board retreat;
- facilitate a one-hour session with each of the GLPA's key stakeholders (i.e. Shipping Federation of Canada, Chamber of Marine Commerce, St. Lawrence Seaway Management Corporation), as directed by the CEO;
- facilitate the GLPA's two-day strategy planning retreat (location to be determined).
- prepare a draft strategic plan presentation that is based on the information gathered at the retreat with Board input; and
- participate in post retreat follow-up meetings with the CEO/CFO and/or Board, as required.

The completed draft strategic plan presentation should clearly reflect the GLPA's strategic vision and as a very minimum include the following:

- the GLPA's mission, vision, goals, outcomes, activities, performance indicators, lead/owner, and timelines;
- key values and guiding principles to assist direction and decision making;
- recommended actions to achieve strategic vision and goals;
- an operational plan/playbook that would serve as a measurement tool during the implementation phase;
- a summary of the strategic planning processes (in appendix); and
- list of strategic issues and observations relevant to the GLPA (in appendix).

**Deliverables**

- Pre-meeting – March 2022
- Consultation/Engagement – March to May 2022
- Session Preparation – June 2022
- In-person Strategic Planning Session Facilitation – July 5 and 6, 2022 (2 day session in Montreal)
- Final Strategic Plan Report – July 29, 2022

## **ANNEX B - CERTIFICATIONS**

The following is a sample of the required certifications.

This certification is made on [Day, Month, Year], in [Location]

[BUSINESS NAME OF LEGAL PERSON SUBMITTING THE PROPOSAL], incorporated under [Jurisdiction], having its Head Office at [Address], (herein called "BIDDER") certifies that:

The undersigned [NAME] is entitled to represent the commercial interest of the Bidder, is empowered by the Bidder to submit a Proposal on its behalf and is authorized to negotiate and execute contractual agreements on behalf of the Bidder. [Initials]

The Bidder is properly licensed to practice in Canada. [Initials]

The Bidder assumes full responsibility for any and all applicable federal, provincial, or municipal statutes, laws, codes and regulations that it may incur as a result of work conducted within the scope of its Proposal and any subsequent contract resulting from its Proposal. [Initials]

### **CONFLICT OF INTEREST**

The Bidder has and will not influence, seek to influence or otherwise take part in a decision of the Great Lakes Pilotage Authority knowing that the decision might further its private interest. [Initials]

The Bidder has no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under any subsequent contract resulting from the Proposal. [Initials]

The Bidder acknowledges that individuals who are subject to the provisions of Canada's *Conflict of Interest Act, 2006 c. 9, s. 2*, the Conflict of Interest Code for Member of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable with the Great Lakes Pilotage Authority cannot derive any direct benefit resulting from a contractual agreement with the Bidder. [Initials]

The Bidder has not, directly or indirectly, paid, given, promised or offered and will not pay, give, promise, or offer any bribe, gift, benefit, or other inducement to any official or employee of the Great Lakes Pilotage Authority or to a member of the family of such a person, with a view to influencing the entry into any contractual agreement or the administration of any contract resulting from its Proposal. [Initials]

The Bidder, to the best of its knowledge after making diligent inquiry, is unaware that any conflict of interest exists or is likely to arise in the performance of any contract resulting from its Proposal. [Initials]

The Bidder shall declare a potential conflicting interest acquired during the life of any contract resulting from its Proposal immediately in writing to the Great Lakes Pilotage Authority. The Bidder acknowledges that if the Great Lakes Pilotage Authority is of the opinion that a conflict exists as a result of the Bidder's disclosure or as a result of any other information brought to the Great Lakes Pilotage Authority's attention, the Great Lakes Pilotage Authority may require the Bidder to take steps to resolve or otherwise deal with

the conflict or, at the Great Lakes Pilotage Authority's entire discretion, terminate any contractual agreement for default. [Initials]

**NON-COLLUSION**

The Bidder's Proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, Bidder or corporation. [Initials]

The Bidder has not directly or indirectly induced or solicited any other entity to submit a false or sham Proposal, or decline to submit a Proposal. [Initials]

The Bidder has not sought, by collusion, to obtain any advantage over any other Bidder or over the Great Lakes Pilotage Authority. [Initials]

**PROPERTY RIGHT**

The Bidder assigns all property rights to any technical documentation and related innovations produced by the Bidder in the performance of the work under any contract with the Great Lakes Pilotage Authority to vest in and remain the sole property of the Great Lakes Pilotage Authority. [Initials]

**CONFIDENTIALITY**

The Bidder's representatives shall commit to keep confidential all information in connection with the work and shall not disclose any such information to any person without the prior written permission of the Great Lakes Pilotage Authority. [Initials]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address