



REQUEST FOR PROPOSAL NUMBER:	GLPA-1000024C (Replaces GLPA-1000024B which was cancelled)
TITLE:	Pilot Transfer Services at Lock in the Welland Canal, Ontario
DATE OF SOLICITATION:	December 3, 2021
SOLICITATION CLOSING DATE AND TIME:	January 5, 2022 at 13:30 PM (Eastern Standard Time EST)
ADDRESS INQUIRIES TO CONTRACT ADMINISTRATOR:	Robine St-Germain Great Lakes Pilotage Authority Finance Manager Email: rstgermain@glpa-apgl.com Telephone #: (613) 933-2991 ext. 222
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 Email: rstgermain@glpa-apgl.com
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

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 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-100024C, including all Parts, Appendices and Annexes listed in the table of Contents below.

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

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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: includes a sample of the resulting contract;

Part 5 Technical Evaluation Criteria

Part 6 Financial Proposal

The Annexes include the Statement of Work, Internal Audit Plans, and Certifications.

2. GENERAL

By means of this RFP, Great Lakes Pilotage Authority (GLPA) is seeking proposals from bidders for marine pilot transfer services to maintain the GLPA supplied gangways, prepare and secure the gangway for use between the lock and the vessels, as well as assist marine pilots to board and disembark the vessel and return the gangway to its storage area after each pilot transfer at Lock 7 in the Welland Canal, Ontario, sufficient to meet the demands of shipping for the services of ships' pilots, on an “**as and when requested**” basis.

The period of the contract shall be awarded for a 5-year period from the 2022 to 2026 navigation seasons, plus 1 optional year – 2027 navigation season.

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's head office is in the City of Cornwall, Province of Ontario and reports to the Parliament of Canada through the Minister of Transport. For additional information, please refer to our Corporate Plan available on our 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.

Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Awarded *	50	55	45
Total Tender Price	\$2,000	\$1,800	\$1,500
CALCULATIONS			
	Weighted Technical Points	Weighted Price Points **	Total Points
Bidder 1	50	$\$1.5/\$2.0 * 30\% = 22.5$	72.5
Bidder 2	55	$\$1.5/\$1.8 * 30\% = 25.0$	80.0
Bidder 3	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 de-briefing provided that a written request is received by e-mail at rstgermain@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-1000024C**, dated **December 3, 2021**.

1. **WHEREAS** the Contractor, for the considerations hereinafter mentioned, has agreed to provide pilot transfer services at the Lock No. 7 in the Welland Canal, Ontario. The pilot transfer service includes maintaining the gangways, preparing and securely securing the gangways in place, assisting the pilot boarding and the pilot disembarking the vessel at the lock and storing the gangways after its use.
2. That during the navigation seasons 2022 to 2026, option 2027, the Contractor shall perform all the services required to be performed in connection with the pilot transfer at the Lock No. 7 in the Welland Canal, Ontario (hereinafter referred to as "the said services").
3. The Contractor shall not engage in collusion of any sort.
4. That the said services shall be available for twenty-four hours each and every day from and including the day that the Welland Canal opens to navigation up to and including the day the said Lock closes to navigation as determined by the Operations Manager. That the said services shall be performed in a timely, safe and efficient manner at all times.

5. No 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.
6. 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.
7. 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 Authority retains full right to refuse any proposed subcontracting.
8. The Contractor shall comply with all labour conditions and with all health conditions and requirements, from time to time applicable to the work. Any employee of the Contractor that performs work for the Authority must adhere to the Authority's health and safety directives and its Workplace harassment and violence prevention directive.
9. 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.
10. 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.

11. Changes to the terms and conditions of this contract may be made only by written agreement of the parties.
12. 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:

	Navigation Season and Costs					
Lock	2022	2023	2024	2025	2026	2027
Pilot transfer service at Lock No. 7 in the Welland Canal	\$	\$	\$	\$	\$	\$

13. 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.
14. 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.
15. That the Contractor, at its own cost, shall have and maintain email address and telephone line services with the Cornwall Pilotage Office in order to provide the required service. All telephone calls from the Cornwall Pilotage Office for pilot transfer orders are to be answered in a timely manner.
16. The Authority's dispatchers are to provide a 2-hour notice for the upbound and downbound vessel orders.

17. That the Authority will do everything possible to respect the notification timelines in Clause 16. However, as the notifications are dependent on receiving timely information from the St. Lawrence Seaway Management Corporation, some notifications may be provided in a shorter timeframe. In the event where the notification period is less than stated in Clause 16, the Contractor will try to accommodate these exceptions and provide a timely service. Should the Contractor determine that the shortened notifications become more frequent rather than an exception, the Contractor will communicate its concerns to the Operations Manager so that he can rectify the issue.
18. That all orders are to be done by telephone or by email from the Authority's dispatching. The Contractor is not to accept any instructions or guidance from any other parties, including the Laurentian Pilotage Authority, the St. Lawrence Seaway Management Corporation or any of the Authority's pilots.
19. Should the Contractor not be on-site 15 minutes prior to the communicated expected time of arrival (ETA), that the Contractor will assume a \$500 penalty. The penalty is assessed as a delay to a vessel's voyage plan is costly to the industry.
20. That, at all times, the Contractor will respect all security clearance, safety and security requirements as stipulated by the St. Lawrence Seaway Management Corporation.
21. The Authority is to supply life jackets for the Contractor's employees. The Contractor is to supply their employees with steel toe boots and hard hats.
22. That the Authority is to supply the Contractor with access to a waiting room.
23. The Authority will supply and maintain the gangways at Lock No. 7 in the Welland Canal.
24. 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 Authority's 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.
25. 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.
26. 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.

27. 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.
28. Prior to the implementation of the contract, the Contractor shall have in place the appropriate and adequate liability insurance coverage, including public liability and property damage, and shall maintain all insurance policies required to fulfil the requirements expressed in this contract, against personal injuries to the pilots being transferred to a vessel or dock and loss or damage to the property to such pilots. The insurance coverage is to fully cover the Contractor's liabilities to any firm, person, association or corporation and to the Authority, including the pilots being transferred to the vessel or dock pursuant to this contract, resulting from or attributable to the operations conducted by the Contractor hereunder in the performance of the services provided for 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.
29. That if at any time the Contractor does not perform or is not available to perform the said services in accordance with the provisions of this contract, as to which the Operations Manager shall be the sole judge and his decision shall be final, the Operations Manager may terminate this contract forthwith or engage other suitable contractor until the Contractor's personnel are again available to so perform the said services; and the amount by which the payments for such alternative services exceeds the payments to be made to the Contractor hereby authorizes the Authority to make any such deductions and releases the Authority from all claims and demands in this connections.
30. The Contractor shall at all times indemnify and save harmless the Authority from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever

made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Authority while acting within the scope of his duties or employment.

31. That, without limiting or restricting the generality of the provisions of clause No. 30 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.
32. This Agreement may be cancelled, at any time by the Authority by a thirty (30) day notice in writing, to the Contractor, such notice to be given by or on behalf of the Authority and either delivered to the Contractor or mailed addressed to the last known address of the Contractor.

IN WITNESS WHEREOF the parties hereto have executed these Presents the _____ day of _____

SIGNED, SEALED AND DELIVERED

Great Lakes Pilotage Authority

In the presence of

Witness

By : Michèle Bergevin

By : Robine St-Germain, CPA, CMA

SIGNED, SEALED AND DELIVERED

Contractor

In the presence of

Witness

By :

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

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

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

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

The Bidder is to comply with the following requirements:

Criterion ID	Mandatory Criteria	Proposal Page	Pass/Fail
M1	To have at least two (2) years' experience in supplying similar or related service.		
M2	To provide evidence as to the Bidder's financial ability to supply the service.		
M3	The Bidder shall have in place a public liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) .		

POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by the Authority to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address 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.

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 is to provide an understanding of the GLPA's operations and requirements.	5	
T2	The Bidder is to provide demonstrated experience of the proposed team with respect to pilot transfers or directly related a similar service being requested.	15	
T3	The Bidder is to provide a description of its proposed administrative and operational approach to ensure a timely, safe, and efficient service. Must explain strategies to ensure personnel are dispatched to respect communicated expected times of arrivals without delays to vessels.	20	
T4	The contact information for two (2) references. These references will be contacted for feedback.	15	
T5	Overall quality of proposal which will also considers other information that has been included in the proposal that may not have been listed in the above technical criteria. Including, details on how its services differentiates it from its competition.	15	
Total points		70	

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

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

PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

The Bidder hereby offers to the 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 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.

	Navigation Season					
Lock	2022	2023	2024	2025	2026	2027
Pilot transfer service at Lock No. 7 in the Welland Canal	\$	\$	\$	\$	\$	\$

To assist with the determination of a rate/pilot transfers, the approximate monthly transfers for 2019 and 2020 are as follows:

Month	Number of Transfers	
	2019	2020
March	0	0
April	46	56
May	55	72
June	56	60
July	68	52
August	45	41
September	73	54
October	71	63
November	55	56
December	57	52
TOTAL	526	506

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

ANNEX A – STATEMENT OF WORK

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 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. Detailed information about the GLPA's, including its objectives, history, organization and how we are regulated can be found at the GLPA's website – www.glpa-apgl.com.

Requirement

A pilot transfer service is required at the Welland Canal Lock No. 7, Ontario. The pilot transfer service includes maintaining the GLPA supplied gangways, preparing and safely securing the gangway in place, assisting the pilot boarding and the pilot disembarking the vessel at the lock and storing the gangway after its use. The services are to be provided on a 24-hour basis, on an as needed basis, sufficient to meet the demands of shipping for the services of ships' pilots.

Service

1. The service shall be available during the 2022 to 2026 navigation seasons, and possibly the 2027 navigation season (optional) as set by the GLPA's Chief Financial Officer.
2. Time shall be deemed to be of the essence of this contract.
3. Time of Service - Twenty-four hours each and every day from and including the day that the Welland Canal Lock opens to navigation up to and including the day the Welland Canal Lock closes to navigation as determined by the Operations Manager. The navigation season normally runs approximately from March 22nd to December 31st.
4. The service is "as and when requested".
5. The service shall focus on the pilots' safety at all times.
6. For dispatchers are to provide a 2-hour notice for the upbound and downbound vessel orders.
7. The GLPA will do everything possible to respect the notification timelines in item 6. However, as the notifications are dependent on receiving timely information from the St. Lawrence Seaway Management Corporation, some notifications may be provided in a shorter timeframe. In the event where the notification period is less than stated in item 6, the Contractor will try to accommodate these exceptions and provide a timely service. Should the Contractor determine that the shortened notifications become more frequent rather than an exception, the Contractor will communicate its concerns to the Operations Manager so that he can rectify the issue.
8. All orders are to be done by telephone or by email from the GLPA's dispatching. The Contractor is not to accept any instructions or guidance from any other parties, including the St. Lawrence Seaway Management Corporation or any of the GLPA's pilots.

Employees

1. While at the locks, the Contractor's employees are to respect all safety and security requirements as communicated by the St-Lawrence Seaway Management Corporation.

2. The Contractor is to coordinate with the St. Lawrence Seaway Management Corporation to ensure that all employees that require access to the locks have received the proper access cards.
3. The GLPA will ensure it provides pilot transfer training for a new Contractor.
4. Should the Contractor have a new employee, the Contractor shall provide the required training.
5. Should a Contractor's employee view maintenance concerns with any of the GLPA gangways, the Contractor is to immediately communicate the issues with the GLPA's Operations Manager.

Investigation

1. The GLPA 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 GLPA 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 GLPA, the Contractor or its employees must comply with the request. Should the GLPA discover at any time that the testimony provided by the Contractor or its employees is false, the GLPA may cancel this contract with just cause.

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 collision, 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