



REQUEST FOR PROPOSAL NUMBER:	GLPA-1000041
TITLE:	Request for Proposal: Land Transportation Services for Ship Pilots from Points within a Twelve (12) Mile Radius of Lock 7, Welland Canal to Port Weller Harbour, Pilot Boat Dock, and Various Locations on the Welland Canal between Port Weller and Port Colborne Harbour Limits.
DATE OF SOLICITATION:	February 13, 2024 (Eastern Daily EDT)
SOLICITATION CLOSING DATE AND TIME:	March 1, 2024 at 13:30 PM (Eastern Daily EDT)
ADDRESS INQUIRIES TO CONTRACT ADMINISTRATOR:	Antony Sebastianpillai Great Lakes Pilotage Authority Chief Financial Officer Email: apillai@glpa-apgl.com
SECURITY:	There is no security requirement associated with this solicitation.
SEND PROPOSAL TO:	Great Lakes Pilotage Authority 202 Pitt Street, 2 nd Floor P.O. Box 95 Cornwall, Ontario K6H 5R9
VENDOR NAME AND FULL ADDRESS (Please print):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (Please print)	
SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF VENDOR:	
_____ Date: _____	

REQUEST FOR PROPOSAL (RFP)
GREAT LAKES PILOTAGE AUTHORITY

A "Request for Proposal" (RFP) is a solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called "Offeror", refers to a potential supplier submitting a proposal or bid. Wherever the words "proposal" or "bid" appear in this document, each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", and "REQUIRED". If a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP # **GLPA-1000041**, including all Parts, Appendices and Annexes listed in the table of contents below.

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

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PART 1 – GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into seven (7) parts plus Annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses;

Part 5 Technical Evaluation Criteria;

Part 6 Financial Proposal;

Part 7 Conflict of Interest Declaration; and

Annex A - Statement of Work.

2. SUMMARY

The Great Lakes Pilotage Authority (GLPA) invites qualified bidders to submit proposals for providing land transportation services specifically tailored for transferring ships' pilots. The required service involves the transportation of pilots by automobiles from and to various designated points within a 12-mile radius of Lock 7 on the Welland Canal, including but not limited to:

- From Port Weller Harbour to the pilot boat dock, and vice versa.
- Between any docks or locks on the Welland Canal stretching from Port Weller to the road limits of Port Colborne Harbour, and vice versa.
- To other specified out-of-town destinations as required.

The service is intended to sufficiently meet the demands of shipping for the services of ships' pilots on an "as and when requested" basis. The scope includes transportation of pilots to and from boarding/disembarking areas, as well as designated pick-up and drop-off points within the specified region.

The contract shall be awarded for the 2024 to 2026 navigation seasons, spanning three (3) years, with an additional one (1) year option period.

PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions are set out in the GLPA's *Directive 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. 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 precisely as instructed. Failure to comply with the submission instructions may result in GLPA's inability to confirm the receipt date and/or to consider the bid prior to contract award. Therefore, GLPA reserves the right to reject any proposal not adhering to these instructions.

Please note, bids transmitted by facsimile to GLPA will not be accepted. Bidders must use the specified submission methods detailed in the RFP document.

Bids may be modified or withdrawn at any time before Solicitation Closing Date by submitting a request to modify or withdraw the RFP to the Contract Administrator.

3. ENQUIRIES CLARIFICATIONS AND ADDENDA

All enquiries must be submitted in writing to the Contract Administrator no later than **five (5)** calendar days before the Solicitation 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.

GLPA is not required to provide a response to any or all questions or inquiries. However, if GLPA chooses to respond to a question or inquiry, the responses will be circulated by electronic communication. Addenda may also be issued by GLPA to modify the RFP Documents as considered necessary by GLPA. GLPA's response to a question or inquiry does not automatically form part of the RFP Documents and does not amend the RFP Documents, unless issued as an Addendum.

GLPA is not obliged to seek any clarification or verification of any bid at any time, including but not limited to any ambiguities relating to any bid. GLPA may, in its sole discretion, seek clarification or additional information from third parties in relation to any bid, any bidder, and any person associated with the bidder. Any information or documentation received in response to a request for clarification or verification may, in GLPA's sole and absolute discretion, be taken into account in the evaluation of the bidder's bid.

GLPA may, in its sole and absolute discretion, amend this RFP at any time, even after the Solicitation Closing Date, by issuing a written Addendum. The Addendum will become an integral part of the RFP Documents. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to questions will be included in, or in any way amend, this RFP.

If an Addendum is issued after Bid Closing, GLPA may, in its sole and absolute discretion, request that bidders provide additional information and/or documentation. Any information and/or documentation obtained under this section may be deemed to form part of the bidder's bid and may be considered by GLPA in its evaluation of bids, although it is not obliged to do either.

Each bidder is solely responsible for ensuring that it has received all addenda issued by GLPA.

4. SECURITY REQUIREMENTS

There is no security requirement associated with this solicitation.

5. BIDDER FINANCIAL CAPABILITY

The Bidder may be required to provide specific information related to their legal and financial status, as well as their technical and financial capability to fulfill the requirements of this RFP, prior to the contract award. If requested, financial information should include, but is not limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's Chief Financial Officer. The Bidder must provide all information requested by GLPA in the manner and timeframe specified by the Contract Administrator.

Should the Bidder submit information designated as confidential, and explicitly indicate its confidential nature, GLPA will treat such information in accordance with the provisions of the Access to Information Act.

If a proposal is deemed non-responsive due to concerns regarding the Bidder's financial capability to fulfill the requirements, GLPA will provide official notification to the Bidder.

6. APPLICABLE LAWS

Any contract resulting from this RFP shall be interpreted and governed by the laws of Ontario, Canada. This will also determine the relations between the parties involved.

7. DISCLOSURE OF INFORMATION

Any information, data and/or intellectual property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and the GLPA will endeavor to protect such proprietary information, data and /or intellectual property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by the Bidders for the purpose of this RFP will be treated as “Commercially Confidential” and kept in confidence by the GLPA unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, the GLPA will not divulge such data and/or information to any third party.

8. RIGHTS IN DATA

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

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

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

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

9. CONFLICT OF INTEREST

Subject to the information provided by the Bidder in response to the Conflict Of Interest Declaration at Part 7, if the GLPA determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with the GLPA, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of the GLPA. In the event that the GLPA decides that action is necessary in order to remove such conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with the GLPA.

10. BID PREPARATION INSTRUCTIONS

It is requested that Bidders provide their bid in separately bound files as follows:

File I: Proof of compliance with the mandatory requirements, Technical Bid, and completed page 1 of the RFP Document.

File II: Financial Bid

Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not be repeated in any other section of the bid.

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or all documents as may be required by the GLPA as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contract Administrator can be charged to any resulting contract.

Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in *Annex A – Statement of Work*.

Bidders must respond to the GLPA bid solicitation in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, the GLPA requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal.

Page 1 of the RFP Document

It is mandatory that all Bidders sign their submitted proposal. It is requested that all Bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers, email address and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and

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conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within the organization to commit the Bidder by making such a contractual offer.

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

Financial Bid

Bidders must submit their financial bid in accordance with *Part 6 – Financial Proposal*. The total amount is to exclude all applicable taxes.

All financial bids are to be in Canadian currency.

Conflict of Interest

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

PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with *Annex A – Statement of Work*.
- b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- c) The proposed successful Bidder will be determined in accordance with the contractor selection method stated in this Part.
- d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All Bidders will be subject to the terms of the *Access to Information Act* and to other applicable laws or orders of courts or other tribunals having jurisdiction.
- e) An evaluation team will evaluate the proposals. While the evaluation team will normally be comprised of representatives of the GLPA, it may also include representatives from other Government Departments and Agencies, or third-party participants as selected by the GLPA.
- f) Unreasonably low or higher financial bids will be disregarded.

2. RIGHTS OF GLPA

The GLPA reserves the right to:

- * Seek clarification or obtain verification of statements made in a proposal;
- * Reject any or all proposals received in response to the bid solicitation;
- * Enter into negotiations with Bidders on any or all aspects of their proposal;
- * Accept any proposal in whole or in part without prior negotiation;
- * Cancel the bid solicitation at any time;
- * Reissue the bid solicitation;

- * Verify any or all information provided by the Bidder with respect to the solicitation including references;
- * Retain all proposals submitted in response to the solicitation;
- * Declare a proposal non-responsive if GLPA determines during the evaluation phase that the Bidder does not have the legal status, the facilities or technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- * Discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive; and
- * Extend timelines or deadlines for accepting information, documentation or certifications or as otherwise set out in this RFP.

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 will evaluate proposals and recommend awarding a contract to the responsive (compliant) Bidder that achieves the highest combined rating of technical merit and price. For illustration, refer to the attached table demonstrating an example of rating results.

In determining the ratings, technical merit and price evaluations will be conducted by the evaluation team, utilizing their expertise and judgment. These assessments are inherently subjective; therefore, the GLPA is not obligated to apply strict formulas or mathematical methodologies. Instead, the evaluation of each proposal will be based on the merits of its content as determined by the GLPA's evaluation team in their sole and absolute discretion.

Example of 50% Technical Merit and 50% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Awarded	92	73	86
Total Tender Price *	\$5,000	\$1,000	\$9,000
CALCULATIONS			
	Weighted Technical Points **	Weighted Price Points ***	Total Points
Bidder 1	$92/100*50\%=46.0$	43	89.0
Bidder 2	$73/100*50\%=36.5$	50	86.5
Bidder 3	$86/100*50\%=43.0$	30	73.0
* Tender price encompasses all financial considerations per the financial bid ** Based on a possible 100 points awarded *** Based on the GLPA 's assessment of all financial considerations.			

The successful Bidder will be the one achieving the highest total score based on the criteria and corresponding weights. Following the application of the specified evaluation formula, the Bidder with the highest cumulative points will be identified as the prospective awardee. In this instance, based on the Page **10** of **26**

calculations and evaluation criteria established, Bidder 1 would be awarded the contract.

4. CONTRACT AWARD NOTICE / BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice shall be issued and distributed to all participating Bidders within fifteen (15) calendar days subsequent to the contract award. Bidders desiring a de-briefing must submit a written request to the following email address: apillai@glpa-apgl.com. This request must be received no later than thirty (30) calendar days following the issue date of the Contract Award Notice.

For any further inquiries or clarification regarding this competitive bidding process, Bidders are advised to communicate directly with the Contract Administrator.

GLPA will only discuss the contents of the requesting Bidder's bid and will not discuss the contents of other bids or disclose any confidential information of another Bidder.

PART 4 – RESULTING CONTRACT CLAUSES

The sample contract provided herein is intended to apply to and form any contract resulting from this bid solicitation. Bidders are advised to review the sample contract thoroughly as the terms and conditions outlined will be binding upon award of the contract.

Once GLPA has identified and notified the successful Bidder of contract award, the successful Bidder will then execute the applicable Contract within 7 days of being notified that it has been selected.

If for any reason the successful Bidder fails to execute the contract within 7 days of being notified that it has been selected as the successful Bidder, then GLPA may, in its sole and absolute discretion and in consideration of its own best interests:

- a) rescind the selection of the successful Bidder;
- b) cancel the bid solicitation entirely and proceed with some or all of the work in some other manner, including using other contractors; or
- c) reissue the RFP for some or all of the work; and/or
- d) invite one of the other Bidders to execute the contract, starting with the Bidder with the next highest score or ranking.

Once executed, the contract will form the agreement which governs the relationship between GLPA and the Contractor.

1. SAMPLE CONTRACT

THIS LAND TRANSPORTATION SERVICES AGREEMENT (“Agreement”) is made as of March [REDACTED], 2024 (“Effective Date”).

BETWEEN:

GREAT LAKES PILOTAGE THE AUTHORITY

a corporation established under the Pilotage Act, having its head office in Cornwall, Ontario (hereinafter referred to as the “**Authority**”)

AND:

[CONTRACTOR NAME]

a corporation having its head office in [ADDRESS] (hereinafter referred to as the “**Contractor**”)

WHEREAS the parties wish to enter into an agreement pursuant to which Contractor will provide services to the Authority as hereinafter set forth.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby mutually covenant and agree as follows:

1. SCOPE OF DUTIES & WARRANTIES

- a. Contractor agrees to perform and carry out faithfully the work, services, duties and responsibilities contemplated herein and in accordance with Annex A (Statement of Work) and Contractor’s technical bid entitled GLPA-1000041, dated February [REDACTED], 2024 (“**Services**”).
- b. In consideration of Contractor’s agreement hereto and Contractor’s performance in accordance herewith, the Authority retains Contractor on the terms and subject to the conditions herein set forth.
- c. Contractor is to provide services in connection with the transportation, by automobile, of ships’ pilots within a twelve (12) mile radius of Lock 7, Welland Canal, and other destinations as may be requested from time to time (“**Service Region**”). Contractor’s automobiles will be dispatched by the Pilot Dispatcher at the Authority’s Pilotage Office in Cornwall, Ontario, or as may otherwise be agreed between the Authority and Contractor.
- d. Contractor acknowledges and agrees that the Authority may, at any time and from time to time, require Contractor to divert Contractor automobiles allocated for the provision of the Services in order for Contractor to promptly respond to pilot transportation requests as part of the Services.
- e. Contractor shall provide the Services in a professional and workmanlike manner and in accordance and in compliance with all applicable laws. Contractor further warrants that:
 - i. Contractor and Contractor’s personnel are professionally qualified and competent to perform the Services and that the Services will be performed to the reasonable

satisfaction of the Authority, in accordance with the highest generally accepted professional and industry standards;

- ii. Contractor is not under any obligation to any third party that is in any way inconsistent with the requirements of this Agreement, or that imposes any restriction on Contractor's ability to perform the Services in accordance with the Statement of Work;
 - iii. Contractor shall perform the Services in a timely, safe and efficient manner at all times; and
 - iv. Contractor shall maintain a sufficient number of automobiles for the satisfactory performance of the Services. Such automobiles shall be of a manufacture year of 2020 or more recent, roomy and neat in appearance and be maintained in good running condition at all times. Additionally, such automobiles shall not have more than 150,000 kilometres at the beginning of each year of the Agreement. The Authority reserves the right to inspect any automobile used or intended to be used in the delivery of the Services and to require Contractor to withdraw any automobile from service until any maintenance or repairs reasonably requested by the Authority have been undertaken and the automobile is re-inspected and approved by the Authority. All automobiles used in the provision of the Services shall be equipped at Contractor's sole cost and expense with a hands-free cellular device working within the frequencies required in the Service Region.
- f. The parties acknowledge that the hours of service may vary and may be irregular. Contractor agrees that the Services shall be available twenty-four (24) hours a day, every day from and including the day that the Welland Canal Locks open to navigation, up to and including the day the said Lock closes to navigation, as determined by the Authority's Director of Operations. Contractor further acknowledges that there is no minimum guaranteed number of hours associated with this Agreement.
- g. In performing the Services, Contractor will abide by the Authority's policies and procedures governing alcohol and drug use, anti-discrimination/anti-harassment/anti-violence, and safety and security, as established by the Authority and as communicated in writing to Contractor from time to time. Upon request by the Authority, Contractor will execute and deliver to the Authority an acknowledgement regarding such policies and procedures. Should the Authority reasonably believe that Contractor is in violation of the Authority's alcohol and drug policy, the Authority reserves the right to conduct an investigation of Contractor's personnel. Contractor agrees to fully cooperate, and ensure that its personnel cooperate, with such investigation. If the Authority finds that Contractor has violated the Authority's alcohol and drug policy, the Authority may immediately terminate this Agreement.

2. **TERM OF AGREEMENT**

- a. Subject to being terminated pursuant to the provisions of this Agreement, the term of this agreement shall begin upon the 2024 opening of navigation on the St. Lawrence Seaway, and end upon the 2026 closing of navigation on the St. Lawrence Seaway ("**Initial Term**"). The Authority shall provide Contractor with 30 days' notice of the seasonal navigation opening and closing dates each year.
- b. The Initial Term may be extended at the Authority's discretion for the 2027 St. Lawrence Seaway navigation season ("**Renewal Term**"). Collectively, the Initial Term and Renewal Term shall be considered the "**Term**".

3. **COMPENSATION**

- a. For all Services rendered by the Contractor pursuant hereto, Contractor shall receive compensation as set out below, before applicable taxes. The compensation is to be payable

in accordance with the Authority's ordinary practices and policies as the Authority may in its absolute discretion create from time to time and in accordance with invoices which are to be payable within 30 days of receipt.

Originating and Destination points	Navigation Seasons and Cost / per Trip			
	2024	2025	2026	2027
i. For transportation of pilot or pilots from within a radius of twelve (12) miles from Lock 7, Welland.	\$	\$	\$	\$
ii. For transporting a pilot or pilots from St. Catharines to Port Colborne, or vice-versa.	\$	\$	\$	\$
iii. For transporting a pilot or pilots from St. Catharines to Toronto Harbour, Union Station or Toronto Airport, our vice-versa. (Downtown).	\$	\$	\$	\$
iv. For transporting a pilot or pilots from St. Catharines to Toronto Pearson Airport, or vice-versa.	\$	\$	\$	\$
v. For transporting a pilot or pilots from St. Catharines to Aldershot, or vice-versa.	\$	\$	\$	\$
vi. For transporting a pilot or pilots from St. Catharines to Nanticoke, or vice-versa.	\$	\$	\$	\$
vii. For transporting a pilot or pilots from St. Catharines to Hamilton, or vice versa.	\$	\$	\$	\$
viii. For transporting a pilot or pilots from St. Catharines to Oakville (Clarkson/Bronte), or vice-versa.	\$	\$	\$	\$
ix. For transporting a pilot or pilots from Fonthill to Nanticoke, or vice-versa.	\$	\$	\$	\$
x. For transporting a pilot or pilots from Port Colborne to Nanticoke, or vice-versa.	\$	\$	\$	\$
xi. For transporting a pilot or pilots from Fonthill to Hamilton, or vice-versa.	\$	\$	\$	\$
xii. For transporting a pilot or pilots from Fonthill to Toronto, or vice versa.	\$	\$	\$	\$
xiii. For transporting a pilot or pilots from Fonthill to Oshawa, or vice-versa.	\$	\$	\$	\$
xiv. For transporting a pilot or pilots from Fonthill to Oakville (Clarkson/Bronte), or vice-versa.	\$	\$	\$	\$
xv. For transporting a pilot or pilots from Niagara Falls to Hamilton, or vice-versa.	\$	\$	\$	\$
xvi. For transporting a pilot or pilots from Niagara Falls to Oakville (Clarkson/Bronte), or vice-versa.	\$	\$	\$	\$
xvii. For transporting a pilot or pilots from Niagara Falls to Toronto, or vice-versa.	\$	\$	\$	\$
xviii. For transporting a pilot or pilots from Hamilton to Toronto, or vice-versa.	\$	\$	\$	\$

xix. For transporting a pilot or pilots from Hamilton to Oshawa or vice-versa.	\$	\$	\$	\$
xx. For transporting a pilot or pilots from St. Catharines to Oshawa, or vice-versa.	\$	\$	\$	\$
xxi. For transporting a pilot or pilots from St. Catharines to Port Stanley, or vice-versa.	\$	\$	\$	\$
xxii. For transporting a pilot or pilots from St. Catharines to Sarnia and vice versa.	\$	\$	\$	\$
xxiii. For transporting a pilot or pilots from St. Catharines to Windsor and vice versa.	\$	\$	\$	\$
xxiv. For transporting a pilot or pilots from St. Catharines to Port Dover, or vice-versa.	\$	\$	\$	\$
xxv. For transporting a pilot or pilots from St. Catharines to Cape Vincent, New York, or vice-versa (HST exempt).	\$	\$	\$	\$
xxvi. For transporting a pilot or pilots from Fenwick to Hamilton, or vice-versa.	\$	\$	\$	\$
xxvii. For transporting a pilot or pilots from Fenwick to Oakville (Bronte/Clarkson), or vice-versa.	\$	\$	\$	\$
xxviii. Waiting time (prorated and applicable only after the first half hour and only when authorized), hourly rate.	\$	\$	\$	\$

For all destinations other than those listed above, the Authority and Contractor agree to negotiate a fair and equitable rate.

Regular taxi cabs shall be used to provide the Services within the twelve (12) mile radius from Lock 7, Welland Canal, and full-sized luxury cars shall be used to provide the Services for all trips outside of such radius.

- b. Contractor shall be responsible for invoicing the Authority on the first and sixteenth days of each month, to the Great Lakes Pilotage Authority, P.O. Box 95, Cornwall, Ontario K6H 5R9 and by email to accountspayables@glpa-apgl.com. The Authority will submit payment to Contractor via electronic fund transfer (EFT) by the 15th and the last day each month following receipt of the invoice.
- c. Contractor acknowledges that there is no minimum guaranteed number of hours associated with this Services Agreement.
- d. Contractor acknowledges that with the exception of the compensation set-out above there are no further benefits or compensation.
- e. Contractor shall be responsible for paying any amounts required to be paid under any statute, regulation, by-law, or otherwise, as a result of receipt by Contractor of the compensation herein.
- f. At the commencement of the term of the agreement, Contractor shall provide the Authority with Contractor's HST Number.

4. **EXPENSES**

- a. Contractor shall be responsible for all expenses incurred by Contractor in the provision of the Services, including bridge tolls, excepting those permitted under paragraph 4(d).
- b. Unless otherwise specified in the Statement of Work, Contractor will supply at its own expense any necessary equipment and supplies required to perform the Services.
- c. Contractor shall be responsible for the cost of any annual professional membership or licencing fees.
- d. The Authority shall be responsible for only those legitimate business expenses which are pre-approved in writing by the Authority which are incurred by Contractor in the performance of the Services contemplated herein. Upon request, Contractor shall provide to the Authority vouchers, receipts, statements and other requested documentation in respect of all such expenses.
- e. Contractor shall, at its own cost, maintain a dedicated telephone line between the Cornwall Pilotage Office and Contractor's dispatch or dispatching offices to receive calls relating to the Services. All telephone calls from the Cornwall Pilotage Office for taxi orders shall be answered in a timely manner.
- f. When travelling in the United States for the purposes of providing the Services, Contractor's personnel shall not solicit or accept any fares in the United States from individuals not affiliated with the Authority, even if travelling without a pilot. When crossing the border into the United States to provide the Services, Contractor's personnel shall not have any prohibited products in the automobile. Contractor's personnel must declare all goods when travelling between the United States and Canada at all times to ensure that such personnel will not be subject to unwarranted delays at Customs upon entry into the United States and re-entry into Canada.

5. **TERMINATION**

Notwithstanding anything herein contained to the contrary, this Agreement may be terminated in the following manner:

- a. **Termination by the Authority**
This agreement may be terminated at any time by the Authority giving to Contractor 30 days' prior notice in writing in which event Contractor shall continue to accrue and receive compensation for Services rendered through to the date of termination indicated in the termination notice and no more.
- b. **Termination by Mutual Agreement**
This agreement may be terminated by mutual agreement of the parties hereto in writing, in which event Contractor shall continue to accrue and receive compensation for Services rendered through to the date of termination reached pursuant to such mutual agreement and no more.
- c. **Termination by Breach**
This agreement may be terminated effective at any time by either party giving notice in writing to the other of a material breach of the provisions of this Agreement in which event Contractor shall continue to accrue and receive compensation for Services rendered through to the date of termination indicated in the termination notice and no more.

If at any time, Contractor's automobiles and/or personnel do not perform or are not available

to perform the Services in accordance with this Agreement, including due to a Force Majeure event (as defined below), the Authority may: (i) terminate this Agreement at its sole discretion, or (ii) engage other suitable automobiles and/or personnel until Contractor's automobiles and personnel are again available to satisfactorily perform the Services. Should the Authority elect option (ii), any charges for such alternative services shall be payable by Contractor.

The following events shall be considered a "**Force Majeure**" event: acts of God; laws, orders, rules, regulations, acts and restraints of armies, militaries, terrorists, and governmental authorities; war, revolutions, mobilization, political and civil unrest or insurrection, embargos, disturbances and riots; epidemics, outbreak of disease, and quarantine; inclement weather including floods, storms, tornados, hurricanes, tsunamis, earthquakes, volcanic eruptions and landslides; explosions and fire; damage, destruction or expropriation of property; delays or defaults in or caused by, and shortages of, power, water, transportation and common carriers, facilities, labour, subcontractors, goods, materials and supplies; and any other event or occurrence beyond the reasonable control of the applicable party.

d. **Duty to Mitigate**

None of the provisions of this agreement shall relieve either party from any duty to mitigate any and all damages resulting from the termination of this agreement.

6. **CONFIDENTIALITY & NON-DISCLOSURE**

a. Contractor agrees to hold in strict confidence the business and affairs of the Authority and each of its pilots and all information relating thereto. Contractor agrees that during the Term of this Agreement or at any time thereafter, Contractor will not directly or indirectly disclose to any third party or use for any other purpose than that of the Authority, the following (collectively, "**Confidential Information**"): (i) information disclosed to Contractor by or on behalf of its pilots or personnel; (ii) information respecting the identity of any of its pilots or any personnel of the Authority; (iii) information otherwise disclosed to the Authority on a confidential basis by third parties; (iv) information disclosed to Contractor with respect to technical requirements, pricing or timing of any contracts; (v) information disclosed to Contractor with respect to the Authority's business operations or programs; (vi) information otherwise identified to Contractor as confidential information of the Authority; and (vii) information which in the reasonable judgment of a person working in the industry would be considered to be confidential.

b. Contractor's obligations of confidence described above do not apply to information which is: (i) available to the public other than by breach of obligations of confidence owed by Contractor; (ii) rightfully received by Contractor, outside of the course of this Agreement, from a third party without confidentiality limitations (as can be demonstrated by Contractor); (iii) independently developed by Contractor without recourse to any Confidential Information of the Authority or its pilots or personnel; (as can be demonstrated by Contractor); (iv) known to Contractor prior to first receipt of the same in the course of this Agreement (as can be demonstrated by Contractor); or (v) required to be disclosed by law or court order (provided that Contractor used Contractor's best efforts to immediately advise the Authority of the demand to disclose such information so that the Authority can seek appropriate protective orders).

7. **NATURE OF RELATIONSHIP**

a. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed by the parties that Contractor is an independent contractor and that neither Contractor nor any of its representatives are to be an employee or agent of the Authority. Accordingly, Contractor understands that Contractor is responsible for all tax remittances, contributions to the Canada

Pension Plan and any other amounts required to be paid under any statute, regulation, by-law or otherwise as a result of receipt by Contractor of the fees and payments herein.

- b. Neither party shall hold itself out as the agent, representative or employee of the other nor shall either party contract or incur obligations in the name of the other.
- c. The parties agree that no member of the House of Commons shall be a party to this Agreement, or shall benefit, directly or indirectly, from this Agreement.

8. INDEMNIFICATION

- a. Contractor agrees at all times to indemnify and hold harmless the Authority, its officers, directors, agents, employees, servants and representatives of and from any and all actions, causes of action, liabilities, claims, demands, suits, debts, dues, damages, losses, injuries, expenses or otherwise which may be brought for personal injury, death, property damage or other damage suffered by any person, firm or corporation arising from or in any way connected with the provision of the Services contemplated herein by Contractor or those for whom Contractor is in law responsible.
- b. Contractor agrees at all times to provide the Services contemplated herein in accordance with all applicable Federal, Provincial, and Municipal laws and regulations.
- c. Contractor agrees during the term of this Agreement to maintain at Contractor's sole expense public liability and property damage insurance, covering personal injuries and loss or damage to property, from a carrier satisfactory to the Authority with aggregate limits of at least \$2,000,000 in respect of every automobile used in the provision of the Services. Such insurance shall include a contractual liability endorsement covering Contractor's obligations under this Agreement. Contractor shall furnish to the Authority a correct copy of the Certificate of Insurance maintained in compliance with this paragraph. The certificate shall name the Authority as an additional insured on the public liability and property damage insurance coverage and shall contain a 15 day prior notice of cancellation, termination or material change in coverage provision.

9. SET OFF

To the extent permitted by law, upon the termination of this Agreement, any amounts due to the Authority by Contractor arising during the course of this contract shall be set off against any amounts due to Contractor, and this shall be sufficient written authorization in that regard.

10. APPLICABLE LAW AND LANGUAGE

The terms of this Agreement, any Statement of Work, and the resolution of any related disputes will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that province. If Contractor takes any legal proceedings of any nature in relation to this agreement, such proceedings must be commenced in Cornwall, Ontario, Canada. The language used in this Agreement is the language chosen to express the parties' mutual intent, and no rule of strict construction will be applied against either party.

11. ENTIRE AGREEMENT

This Agreement and the documentation referred to herein contain the entire understanding and agreement between the parties hereto with respect to the Services of Contractor and the subject matter hereof, and any and all previous agreements and representations, written or oral, expressed or implied, between the parties hereto or on their behalf, relating to the Services of Contractor and the subject matter hereof, are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such prior agreements and representations.

Except as provided herein, no amendment or variation of any of the provisions of this Agreement shall be valid unless made in writing and signed by each of the parties hereto.

12. SURVIVAL; SEVERABILITY; ENFORCEABILITY

- a. The provisions of paragraph 6 of this Agreement and this paragraph 12 shall each survive the termination of the contractual relationship herein and shall be enforceable notwithstanding the existence of any claim or cause of action of Contractor against the Authority whether predicated upon this agreement or otherwise.
- b. In the event that any provision herein or part thereof shall be deemed void, invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, the Agreement shall continue in force with respect to the enforceable provisions and all rights accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision, shall, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal or unenforceable provision.
- c. Contractor acknowledges that a breach of any of the provisions in paragraphs 6 of this Agreement will give rise to irreparable harm and injury not compensable in damages. Accordingly, the Authority or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies which may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the Authority's legitimate business interests and are reasonable in scope and content.

13. NOTICES

Any consent, approval, notice, request, or demand required or permitted to be given by one party to the other shall be in writing (including, without limitation, email communications) to be effective and shall be deemed to have been given on the earlier of receipt or the fifth day after mailing by registered mail as follows:

a. **If to the Authority:**

Great Lakes Pilotage Authority
202 Pitt Street, 2nd Floor
P.O. Box 95
Cornwall, Ontario K6H 5R9
Attn: Antony Sebastiampillai, apillai@glpa-apgl.com

b. **If to Contractor, at:**

[INSERT FULL ADDRESS]

or such other address as may have been designated by written notice.

Any consent, approval, notice, request or demand aforesaid if delivered, emailed or telecopied shall be deemed to have been given on the date of such delivery, email or telecopy transmission. Any such delivery shall be sufficient, inter alia, if left with an adult person at the above address of Contractor in the case of Contractor, and if left with the receptionist at the above address of the Authority in the case of the Authority. The Authority or Contractor may change its address for service, from time to time, by notice given in accordance with the foregoing.

14. ASSIGNMENT/SUBCONTRACTING

Neither the rights nor obligations under this Agreement shall be assigned or otherwise disposed of without the prior written consent of the non-assigning party.

15. RECORDS

Contractor shall keep proper records of the time spent and expenses incurred in the performance of the Services in a form and detail satisfactory to the Authority. Those records will at all times, both before and after the Term, be open to audit and inspection upon reasonable advance notice from the Authority, who may make copies and take extracts from them. Contractor will furnish the Authority with all additional information about those records as the Authority may reasonably require.

16. EXECUTION IN COUNTERPART; DELIVERY

This Agreement and any attachments may be executed by the parties in separate counterparts each of which, when executed, shall be considered to be an original and all of which shall constitute the same Agreement. Delivery, acceptance and execution of this Agreement or counterparts of it, by facsimile, e-mail or other functionally equivalent electronic means of signature and transmission, constitutes valid and effective delivery, acceptance and execution and shall be legally effective to create a valid and binding agreement between the parties.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the Effective Date.

Signed, sealed and delivered

Great Lakes Pilotage Authority

In the presence of,

Witness

By: James Pound

By: Antony Sebastiampillai

Signed, sealed and delivered

[CONTRACTOR]

In the presence of,

Witness

By:

PART 5 – TECHNICAL EVALUATION CRITERIA MANDATORY TECHNICAL CRITERIA

The mandatory criteria outlined below will be assessed on a pass/fail basis. Proposals that do not meet these mandatory criteria will be considered non-responsive and will not be eligible for further evaluation.

Bidders must ensure that each mandatory criterion is comprehensively addressed in their proposals, allowing for thorough analysis and assessment by the evaluation team. Inadequate responses to the mandatory criteria may result in the proposal being excluded from further consideration. It is essential for the technical proposal to systematically address each criterion in the sequence in which they are listed.

Bidders are further advised that merely listing experience, without providing substantial supporting information detailing responsibilities, duties, and their relevance to the specified criteria, will not suffice for the purposes of this evaluation.

The Bidder is to comply with the following requirements:

Criterion ID	Mandatory Criteria	Proposal Page	Pass/Fail
M1	To have experience in supplying similar or related service.		
M2	To provide evidence as to the Bidder's financial ability to supply the service.		
M3	To provide evidence that the Bidder holds the proper tax license (Brokerage license) to perform the contract.		
M4	Drivers shall possess a good and safe driving record (3 Year Driver's Record issued by the Ontario Ministry of Transportation, Road Safety Division). Expired licenses not valid.		
M5	Automobiles to be used in providing the service is to be certified that the items inspected meet the prescribed safety standards (Safety Standards Certificate per the Ontario Ministry of Transportation).		
M6	Drivers assigned to US destinations are to have a valid Canadian passport.		
M7	Drivers assigned to US destinations are to have US security clearance (able to travel to and from the US). Proof can either be through a valid Nexus Card, a clean criminal record for Canada and the United States, or an INAC card for Aboriginals.		
M8	Every automobile used to provide the service shall be equipped with hands-free cellular devices.		
M9	The Bidder must have a dedicated telephone line for the GLPA and its pilots.		
M10	Year, make and model of each automobile that is intended to be used in providing services within the twelve (12) mile radius from Lock 7, Welland Canal and full-size model for all out of town trips.		

M11	Automobiles used by the Contractor must be of recent model (model of the automobiles must not go back to more than 2020).		
M12	The Bidder shall have alcohol and drug policies similar to the GLPA's HR-011 <i>Drug and Alcohol</i> . In the absence of a similar policy, a declaration stating it has read the Directive HR-011 and it agrees to comply with the GLPA's directive HR-011 <i>Drug and Alcohol</i> .		
M13	The Bidder shall have in place a public liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000.00) in respect to every automobile used in providing the service against personal injuries and loss or damage to property, with a responsible insurance company or companies, approved by the GLPA, and in such amount so as to fully cover the Contractor's liabilities to any firm, person, association or corporation and to the GLPA, including the pilots being transported in the automobiles pursuant to this Agreement, resulting from or attributable to the operations conducted by the Contractor hereunder in the performance of the services provided for in this Agreement, and evidence of such insurance satisfactory to the GLPA shall be deposited with the GLPA.		

POINT RATED TECHNICAL CRITERIA

The GLPA will utilize the criteria set forth in this document to evaluate each proposal that meets all mandatory criteria. Bidders are encouraged to address these criteria sequentially and with adequate detail in their proposals, facilitating a comprehensive evaluation. The GLPA 's assessment will rely exclusively on the information presented within the proposal, though it reserves the right to confirm information or request clarification from Bidders as needed.

Only those proposals that are deemed responsive and fully compliant with all mandatory criteria will proceed to be considered for the contract award.

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
T1	The Bidder's proposed taxi drivers' experiences and qualifications <i>1 point will be awarded for each year of experience, up to a maximum of 6 points per driver.</i>	30	
T2	The assessment of the Bidder's proposed cars to be used (condition of the cars, year, make and model of automobiles used to provide the services). Photos of cars are to be provided along with any other documentation to support this criterion. <i>The use of electric or hybrid cars is desirable, additional points will be awarded.</i> <i>Each automobile will be evaluated and awarded up to a maximum of 4 points each.</i>	25	
T3	Description of processes and resources demonstrating the ability to provide reliable and timely taxi service (or related services). Must describe strategies to ensure taxis are dispatched to meet communicated times.	20	
T4	The Drivers' safety records. <i>20 points will be awarded if no convictions, discharges, or other actions; 3 points will be reduced for each number of incidences.</i>	20	
T5	Overall Bid presentation	5	

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

PART 6 – FINANCIAL PROPOSAL TAXES AS RELATED TO BIDS RECEIVED

All prices/rates, as applicable, are requested to be firm (in Canadian funds), excluding Harmonized Sales Taxes (HST).

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.

Bidders are to assume an average gasoline price per liter and specify it. Each Bidder must specify his intention to charge a surcharge linked to the price of fuel if the price was to increase significantly compared to the estimates and conversely his intention to reduce the price if the price was to decrease significantly compared to the estimates. It must specify the conditions of application.

Originating and Destination points	Navigation season – Cost per Trip			
	2024	2025	2026	2027
1. For transportation of pilot or pilots from within a radius of twelve (12) miles from Lock 7, Welland.				
2. For transporting a pilot or pilots from St. Catharines to Port Colborne, or vice-versa.				
3. For transporting a pilot or pilots from St. Catharines to Toronto Harbour, Union Station or Toronto Airport, our vice-versa.				
4. For transporting a pilot or pilots from St. Catharines to Toronto Pearson Airport, or vice-versa.				
5. For transporting a pilot or pilots from St. Catharines to Aldershot, or vice-versa.				
6. For transporting a pilot or pilots from St. Catharines to Nanticoke, or vice-versa.				
7. For transporting a pilot or pilots from St. Catharines to Hamilton, or vice versa.				
8. For transporting a pilot or pilots from St. Catharines to Oakville (Clarkson/Bronte), or vice-versa.				
9. For transporting a pilot or pilots from Fonthill to Nanticoke, or vice-versa.				
10. For transporting a pilot or pilots from Port Colborne to Nanticoke, or vice-versa.				

11. For transporting a pilot or pilots from Fonthill/Pelham/Niagara-on-the-Lake (NOTL) to Hamilton, or vice-versa.				
12. For transporting a pilot or pilots from Fonthill/Fenwick/Pelham/NOTL to Toronto, or vice versa.				
13. For transporting a pilot or pilots from Fonthill to Oshawa, or vice-versa.				
14. For transporting a pilot or pilots from Fonthill/ Pelham/NOTL to Oakville (Clarkson/Bronte), or vice-versa.				
15. For transporting a pilot or pilots from Niagara Falls to Hamilton, or vice-versa.				
16. For transporting a pilot or pilots from Niagara Falls to Oakville (Clarkson/Bronte), or vice-versa.				
17. For transporting a pilot or pilots from Niagara Falls to Toronto, or vice-versa.				
18. For transporting a pilot or pilots from Hamilton to Toronto, or vice-versa.				
19. For transporting a pilot or pilots from Hamilton to Oshawa or vice-versa.				
20. For transporting a pilot or pilots from St. Catharines to Oshawa, or vice-versa.				
21. For transporting a pilot or pilots from St. Catharines to Port Stanley, or vice-versa.				
22. For transporting a pilot or pilots from St. Catharines to Sarnia and vice versa.				
23. For transporting a pilot or pilots from St. Catharines to Windsor and vice versa.				
24. For transporting a pilot or pilots from St. Catharines to Port Dover, or vice-versa.				
25. For transporting a pilot or pilots from St. Catharines to Cape Vincent, New York, or vice-versa (HST exempt).				
26. For transporting a pilot or pilots from Fenwick to Hamilton, or vice-versa.				
27. For transporting a pilot or pilots from Fenwick to Oakville (Bronte/Clarkson), or vice-versa.				
28. Waiting time (prorated and applicable only after the first half hour and only when authorized), hourly rate.				

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

Originating and Destination points	Navigation Seasons and Number of Trips	
	2022	2019
1. For transportation of pilot or pilots from within a radius of twelve (12) miles from Lock 7, Welland.	930	937
2. For transporting a pilot or pilots from St. Catharines to Port Colborne, or vice-versa.	1093	1001

3. For transporting a pilot or pilots from St. Catharines to Toronto Harbour, Union Station or Toronto Airport (Downtown), or vice-versa.	60	50
4. For transporting a pilot or pilots from St. Catharines to Toronto Pearson Airport, or vice-versa.	10	1
5. For transporting a pilot or pilots from St. Catharines to Aldershot, or vice-versa.	2	4
6. For transporting a pilot or pilots from St. Catharines to Nanticoke, or vice-versa.	13	59
7. For transporting a pilot or pilots from St. Catharines to Hamilton, or vice-versa.	190	138
8. For transporting a pilot or pilots from St. Catharines to Oakville (Clarkson/Bronte), or vice-versa.	49	39
9. For transporting a pilot or pilots from Fonthill to Nanticoke, or vice-versa.	4	37
10. For transporting a pilot or pilots from Port Colborne to Nanticoke, or vice-versa.	8	15
11. For transporting a pilot or pilots from Fonthill/Pelham/Niagara-on-the-Lake (NOTL) to Hamilton, or vice-versa.	29	42
12. For transporting a pilot or pilots from Fonthill/Fenwick/Pelham/NOTL to Toronto, or vice versa.	10	21
13. For transporting a pilot or pilots from Fonthill to Oshawa, or vice-versa.	5	2
14. For transporting a pilot or pilots from Fonthill/ Pelham/NOTL to Oakville (Clarkson/Bronte), or vice-versa.	11	11
15. For transporting a pilot or pilots from Niagara Falls to Hamilton, or vice-versa.	1	1
16. For transporting a pilot or pilots from Niagara Falls to Oakville (Bronte/Clarkson), or vice-versa.	1	1
17. For transporting a pilot or pilots from Niagara Falls to Toronto, or vice-versa.	1	1
18. For transporting a pilot or pilots from Hamilton to Toronto, or vice-versa.	5	3
19. For transporting a pilot or pilots from Hamilton to Oshawa, or vice-versa.	1	3
20. For transporting a pilot or pilots from St. Catharines to Oshawa, or vice-versa.	25	20
21. For transporting a pilot or pilots from St. Catharines to Port Stanley, or vice-versa.	1	1
22. For transporting a pilot or pilots from St. Catharines to Sarnia, or vice versa.	1	1
23. For transporting a pilot or pilots from St. Catharines to Windsor, or vice versa.	1	1
24. For transporting a pilot or pilots from St. Catharines to Port Dover.	9	1

25. For transporting a pilot or pilots from St. Catharines to Cape Vincent, New York (HST exempt).	2	1
26. For transporting a pilot or pilots from Fenwick to Hamilton.	1	3
27. For transporting a pilot or pilots from Fenwick to Oakville (Bronte/Clarkson), or vice-versa.	2	2
28. Miscellaneous – locations not tracked separately	10	10
* pilots schedule the trips directly, no stats		

ANNEX A – STATEMENT OF WORK

Requirement

A transportation service is required to transport ships' pilots by automobiles from points within the radius of twelve (12) miles of Lock 7, Welland Canal to Port Weller Harbour or to the pilot boat dock or vice versa and to ships at any docks or locks on the Welland Canal between Port Weller and the road limits of Port Colborne Harbour or vice versa. Transportation by automobile is also required for out-of-town destinations. The services are to be provided on a 24-hour basis, sufficient to meet the demands of shipping for the services of ships' pilots.

Service

1. The service shall be available during the 2024, 2025, and 2026 navigation seasons, with the option to extend through the 2027 navigation season, subject to determination by the Chief Operating Officer at Cornwall, Ontario.
2. Time of Service - Twenty-four hours each and every day from and including the day that the Welland Canal locks open to navigation up to and including the day the locks at the Welland Canal close to navigation as determined by the Director of Operations. The navigation season normally runs approximately from March 22nd to December 31st.
3. Automobiles used in supplying the service shall be dispatched either upon the order to the pilot dispatcher at the pilotage office, the pilots or the pilot boat operators. The Contractor shall provide a dedicated line telephone service between the Cornwall pilotage office and the Contractor's dispatch or dispatching offices and the cost of the installation and service of such telephone line shall be borne by the Contractor.
4. The Contractor is expected to ensure its employees remain free from any adverse performance effects of alcohol or other drugs in compliance with the GLPA's standards, when on GLPA business. The Contractor is encouraged to implement an Alcohol and Drug Policy on their own which meets or exceeds these requirements, however having its own policy is not obligatory.

Automobiles

- 1 The Contractor shall maintain a sufficient number of automobiles for the satisfactory performance of the said services.
- 2 Cars used within the twelve (12) mile radius from Lock 7, Welland Canal shall be medium-size able to accommodate 5 adults comfortably and full-sized luxury cars are to be used for all out of town trips.
- 3 Every automobile used in providing the service shall be licensed for use in Canada and shall be equipped with a hands-free cellular telephone and shall be so licensed.
- 4 Automobiles used by the Contractor must be of recent model (model of the automobiles must not go back to more than 2020), spacious and must, at all times, be maintained at a high level of mechanical efficiency and cleanliness.
- 5 All motor vehicles intended to be used to provide such service shall not count more than 150,000 km at the beginning of the any year of the contract.
- 6 Every automobile shall be maintained for the duration of the contract in a high state of mechanical efficiency, cleanliness and offer functional climate control.

- 7 Every automobile intended for use in providing the services may be inspected before any contract or at any time during the contract period.

Automobile Operators

- 1 The operator of every automobile shall be well rested and shall possess a good and safe driving record.
- 2 The operator of every automobile shall be cleared to operate in the Province of Ontario and in the States of New York and Ohio.
- 3 In the event of a new operator, the Contractor shall provide evidence satisfactory to the GLPA of the driving record and the clearance to operate in Canada and the United States before the operator begins to render the service.

Investigations

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.

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.