

ONTARIO NORTHLAND

TRANSPORTATION COMMISSION

Request for Supplier Qualifications No. RFSQ 2025 023

for

**Pre-Qualification of Service Providers
For Environmental Consulting Services**

REPLY BY DATE: 2:00:00 p.m. Monday, June 09, 2025

Primary Contact:

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PART 1
REQUEST FOR SUPPLIER
QUALIFICATIONS

SECTION 1 - INTRODUCTION

1.1 General

(1) Ontario Northland Transportation Commission (“ONTC”) is issuing this Request for Supplier Qualifications (“RFSQ”) together with any addenda expressly referred to or incorporated by reference, to obtain Submissions from qualified Service Providers for environmental consulting services described in the RFSQ Specifications (the “**Services**”). ONTC will establish a qualified supplier roster of experienced, professional environmental consulting service providers retained under a Master Services Agreement (“**MSA**”). Under this framework, ONTC will retain a specific number of qualified suppliers, across several discipline streams (each a “**Stream**” and collectively “**Streams**”), as follows:

- Stream A - Multi-Disciplinary Environmental Consulting/Engineering
- Stream B - Natural Heritage
- Stream C - Geosciences and Contaminated Sites
- Stream D - Geohazards Engineering
- Stream E - Corporate Sustainability

Stream A is considered applicable to multi-disciplinary consulting/engineering firms with broad knowledge, specialization, experience and/or technical resources, capable of providing comprehensive (i.e., “full suite”) services in support of projects of variable to higher complexity.

Streams B through E are considered applicable to specialized consulting firms with unique or specific knowledge, specialization, experience and/or technical resources, capable of providing select services in support of projects of well-defined or moderate complexity.

ONTC will pre-qualify the top five (5) ranked Respondents under Stream A and the top three (3) ranked Respondents under each of the other Streams contained in the RFSQ to create a qualified supplier roster for invitational second-stage competitive processes for the procurement of the Services. ONTC will utilize a Request for Service (“**RFS**”) to procure Services for ONTC’s environmental projects during the invitational second-stage competitive processes. Each Successful Respondent to this RFSQ will enter into a two (2) year MSA with ONTC and will be invited to participate in all RFS issued within their Qualified Supplier Roster Discipline Stream. Invitations will be extended to all qualified suppliers in the relevant stream, based on their confirmed experience/specialization, the complexity of the project, and specific needs, as determined by ONTC

This RFSQ process will not result in any commitment by ONTC to purchase any Services from any Respondent. ONTC is under no obligation to proceed with any second-stage competitive process for the procurement of the Services. ONTC makes no guarantee of the value or volume of Services that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Services. ONTC may contract with others for services the same as or similar to the Services or may obtain such services internally.

(2) Respondents should note that procurements falling within the scope of the Ontario-Quebec Trade and Co-operation Agreement, Canadian Free Trade Agreement, and Comprehensive Economic and Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFSQ.

(3) In this RFSQ:

“Applicable Laws” means the statutes, regulations, orders, by-laws and other laws of Ontario, Quebec, Manitoba, Canada and any municipal government relevant to the RFSQ and the subject matter of the RFSQ;

“Addendum” means the written supplementary information provided to potential Respondents prior to the Submission Deadline, which information becomes part of the RFSQ Documents;

“Business Day” means any day except Saturday, Sunday or a statutory holiday;

“Material” means a document or information that must be included in the Submission including without limitation the information requested in the RFSQ Data Sheet, and is essential to allow ONTC to evaluate a Submission and that if not included will result in the disqualification of the Submission;

“Non-compliant” means the Submission or the Respondent does not meet a requirement of the RFSQ Documents;

“Submission” means the response to the RFSQ submitted by a Respondent to ONTC;

“**Request for Service**” or “**RFS**” has the meaning set out in section 6.2.5;

“Respondent” means the entity submitting a Submission and includes prospective Respondents, whether or not that entity submits a Submission. If the context requires it, “Respondent” includes any of the Respondent’s respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, or representatives;

“RFSQ Data Sheet” means the information and requirements contained in Schedule 2-A of Part 2;

“RFSQ Documents” means the documents listed in RFSQ Section 2.1 (1) and any additional documents issued through Addenda;

“Short-listed Respondent” means a Respondent selected to proceed to the next step in the procurement process pursuant to section 6.2 of the RFSQ;

“Substantially Compliant” means Submission does not meet the requirements of the RFSQ Documents; however, the Submission includes all of the Material items, as identified in the RFSQ Data Sheet;

“Successful Respondent(s)” means the Respondent(s) selected by ONTC to enter into a MSA;

“**Work Order Proposal;**” or “**WOP**” has the meaning set out in section 6.2.5.

- (4) The process to select the Short-listed Respondents for the supply of the Goods and/or Services (the “**RFSQ Process**”) will commence with the issuance of these RFSQ Documents and will terminate at the earlier of:
- (a) when ONTC and the Successful Respondent(s) execute the MSA; or,
 - (b) upon the termination of the RFSQ Process in accordance with the terms and conditions of this RFSQ.

1.2 RFSQ Timetable

Procurement key milestones and dates are provided in Table 1-1 below.

Table 1-1: Key Milestones and Dates

Key Milestone	Date
Issue Date of RFSQ	Wednesday, May 07, 2025
Deadline for Questions	Tuesday, June 03, 2025 2:00:00 PM EDT
Deadline for Issuing Addenda	Thursday, June 05, 2025 2:00:00 PM EDT
Submission Deadline	Monday, June 09, 2025 2:00:00 PM EDT
Rectification Period	Three (3) Business Days
Anticipated Execution of MSA	Monday, June 30, 2025

Please be advised, the RFSQ timetable is tentative only and may be changed by ONTC at any time.

1.3 Ontario Northland Transportation Commission

ONTC is an agency of the Province of Ontario that provides reliable and efficient transportation services to northern and rural communities. For over 120 years, the company has provided integrated and impactful transportation services including rail freight, passenger rail, motor coach transportation, rail repair, and remanufacturing services.

ONTC’s rail services are vital in maintaining a reliable supply chain in Northern Ontario by connecting freight customers to global economies. The forestry industry, mining operations, farming communities, and manufacturers count on ONTC’s services to deliver large volumes across vast distances. The company’s 675 miles of mainline track span throughout northeastern Ontario and northwestern Quebec.

ONTC motor coaches connect rural Ontario to major centers providing access to education, medical appointments, shopping, and seamless connections to other transportation providers. The Polar Bear Express passenger train connects Moosonee and Cochrane, Ontario, providing an all-season land link for Indigenous communities on the James Bay Coast.

Improving and repairing transportation equipment is also a large part of ONTC's service offering. We remanufacture and repair locomotives, passenger rail cars, freight cars, and more. ONTC's unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generation's top of mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 900 people including Locomotive Engineers, Motor Coach Operators, skilled tradespeople, and business professionals. Employees work together to improve and deliver services that provide value to the regions served.

SECTION 2 - THE RFSQ DOCUMENTS

2.1 Request for Supplier Qualifications Documents

(1) The Request for Supplier Qualifications documents consist of:

Part 1 – Request for Supplier Qualifications

Part 2 – Request for Supplier Qualifications Summary of Requirements

- (a) Schedule 2-A – RFSQ Data Sheet
- (b) Schedule 2-B – Participation Registration Form

Part 3 – Request for Supplier Qualifications Specifications

- (a) Schedule 3-A – Scope of Work

Part 4 – Form of Submission

- (a) Submission Form 1 – Quotation Submission Form
- (b) Submission Form 2 – Respondent's General Information
- (c) Submission Form 3 – Stream Selection
- (d) Submission Form 4 – Experience and Qualifications
- (e) Submission Form 5 – Project Profiles
- (f) Submission Form 6 – Health, Safety and Environmental
- (g) Submission Form 7 – Claims
- (h) Submission Form 8 – Compliance with Contract Documents
- (i) Submission Form 9 – Rate Schedule

Part 5 – Draft Agreement

(2) The RFSQ Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFSQ and are incorporated by reference.

- (3) Each Respondent shall verify the RFSQ Documents for completeness upon receipt and shall inform the Contact Person (identified in RFSQ Section 3.2(7)), immediately:
 - (a) should any documents be missing or incomplete; or,
 - (b) upon finding any discrepancies or omissions.
- (4) Complete sets of the RFSQ Documents are available at our company website at www.ontarionorthland.ca and MERX.
- (5) The RFSQ Documents are made available only for the purpose of Respondents submitting Submissions. Availability and/or use of the RFSQ Documents do not confer a license or grant for any other purpose.

2.2 Priority of Documents

- (1) If there are any inconsistencies between the terms, conditions or other provisions of the RFSQ Documents, the order of priority of the RFSQ Documents, from highest to lowest, shall be:
 - (a) Any Addenda modifying the RFSQ Documents issued during the RFSQ Process;
 - (b) The RFSQ Data Sheet;
 - (c) Part 1 – Request for Supplier Qualifications;
 - (d) Part 3 – Specifications; and,
 - (e) Any other RFSQ Documents.

2.3 Distribution of Documents – Electronic Distribution

- (1) ONTC will use an online electronic distribution system to distribute all RFSQ Documents.
- (2) Each Respondent is solely responsible for making appropriate arrangements to receive and access the RFSQ Documents through that electronic distribution system.

2.4 Information Provided by ONTC

- (1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of its Submission, negotiation or finalization of the MSA and the subsequent delivery of all the Goods and/or Services to be provided by the Successful Respondent(s). Nothing in the RFSQ Documents is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFSQ.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by ONTC or its representatives for the completeness or accuracy of any information presented in the RFSQ Documents, if any, during the RFSQ Process or

during the term of the MSA. By submitting a Submission, each Respondent agrees that ONTC and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFSQ Documents or otherwise provided by ONTC or its representatives during the RFSQ Process or during the term of the MSA.

SECTION 3 – THE RFSQ PROCESS

3.1 RFSQ Process

- (1) The deadline for the submission of Submissions (the “**Submission Deadline**”) is set out in the RFSQ Data Sheet.
- (2) ONTC may amend, extend or shorten any of the dates and/or times prescribed in this RFSQ, at any time, at its sole discretion, including without limitation the Submission Deadline. If ONTC extends the Submission Deadline, all requirements applicable to Respondents will thereafter be subject to the new, extended Submission Deadline.

3.2 Questions and Communications Related to the RFSQ Documents

- (1) Respondents shall submit all questions, requests for clarifications, and other communications regarding the RFSQ Documents and the RFSQ Process by email to the Contact Person set out in section 3.2(7) no later than the date specified in Section 1.2.
- (2) ONTC will endeavor to provide the Respondents with written responses to questions that are submitted in accordance with this RFSQ Section 3.2, by no later than the date specified in Section 1.2. Responses to any questions or requests for clarifications, will be collected and distributed with answers via Addendum, which shall be posted to ONTC’s company website and MERX, and to be delivered to all Respondents who have submitted the Participation Registration Form by way of emailed addenda from the ONTC in accordance with the timeline set out in this Section 3.2(2).
- (3) The responses to questions form part of the RFSQ Documents.
- (4) ONTC may, in its sole discretion:
 - (a) answer questions that ONTC deems to be similar from various Respondents only once;
 - (b) edit any question(s) for the purpose of clarity;
 - (c) respond to questions submitted after the deadline for submission of questions if ONTC believes that such responses would be of assistance to the Respondents generally; and,
 - (d) exclude any questions that, in the sole opinion of ONTC, are ambiguous, incomprehensible, or are deemed by ONTC to be immaterial to the RFSQ Process, the RFSQ Documents, or the Goods and/or Services.

- (5) If Respondents find discrepancies, omissions, errors, departures from laws, by-laws, codes or good practice, or information considered to be ambiguous or conflicting, they shall bring them to the attention of the Contact Person in writing, and no later than the date specified in Section 1.2, so that ONTC may, if ONTC deems it necessary, issue instructions, clarifications or amendments by addendum to all Respondents prior to the Submission Deadline. ONTC will endeavor to, but is not required to, issue such Addenda no later than the date specified in Section 1.2. It is each Respondent's responsibility to seek clarification from ONTC of any matter it considers to be unclear in the RFSQ Documents or the description of the Goods and/or Services and the Respondent may seek clarification in accordance with this Section 3.2. Neither ONTC nor the Government of Ontario shall be responsible for any misunderstanding by a Respondent of the RFSQ Documents, the RFSQ Process or the Goods and/or Services.
- (6) If ONTC gives oral answers to questions at any meeting (Section 3.4), these answers will not be considered final, and may not be relied upon by any of the Respondents, unless and until such answers are provided by way of an addendum in accordance with this Section 3.2.
- (7) The Contact Person designated by ONTC for this RFSQ is **Brinda Ranpura, Procurement Contracts Specialist, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 ext. 548, brinda.ranpura@ontarionorthland.ca** (the "Contact Person"). The above Contact Person is the sole contact for this RFSQ. A Respondent may be disqualified where contact is made with any person other than the Contact Person.
- (8) ONTC will not be responsible for statements, instructions, clarifications, notices or amendments communicated orally by ONTC to one or more of the Respondents. Statements, instructions, clarifications, notices or amendments by ONTC, which affect the RFSQ Documents, may only be made by addendum.

3.3 Addenda/Changes to the RFSQ Documents

- (1) ONTC may, in its sole discretion, amend, supplement, or change the RFSQ Documents prior to the Submission Deadline. ONTC shall issue amendments, supplements, or changes to the RFSQ Documents by Addendum only. No other statement or response(s) to questions, whether oral or written, made by ONTC or any ONTC advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, shall amend, supplement or change the RFSQ Documents. Addenda will be distributed in the same manner as the RFSQ and shall become part of the RFSQ Documents.
- (2) Each Respondent is solely responsible for ensuring that it has received all Addenda issued by ONTC. Respondents may, in writing by email to the Contact Person, seek confirmation of the number of Addenda, issued under this RFSQ.

3.4 Respondents' Meeting

- (1) To assist Respondents in understanding the RFSQ Documents, and the RFSQ Process, ONTC may conduct an information meeting (the “**Respondents’ Meeting**”) for all Respondents. Whether or not ONTC will conduct a Respondents’ Meeting is set out in the RFSQ Data Sheet. If ONTC is conducting a Respondents’ Meeting, the meeting will be held on the date and at the time and location set out in the RFSQ Data Sheet.
- (2) Attendance by Respondents at a Respondents’ Meeting may not be mandatory but, if one is held, Respondents are strongly encouraged to attend. Whether or not the Respondents’ Meeting is mandatory will be identified on the RFSQ Data Sheet. When a Respondents’ meeting is mandatory, all attending persons or entities will be required to sign the “Site Meeting Log” to confirm their attendance and provide a valid email address for purpose of receiving information.
- (3) If ONTC gives oral answers to questions at the Respondents’ Meeting, these answers will not be considered final, and may not be relied upon by any of the Respondents, unless and until such answers are provided by way of an Addendum in accordance with Section 3.2.
- (4) If pre-registration for the Respondents’ Meeting is necessary, the deadline for registration will be set out in the RFSQ Data Sheet and details regarding the registration process will be set out in the RFSQ Data Sheet.

3.5 Prohibited Contacts

- (1) Respondents and their respective advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFSQ Process.
- (2) Without limiting the generality of Section 3.5 (1) above, neither Respondents nor any of their respective advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RFSQ Process, any of the following persons or organizations on matters related to the RFSQ Process, the RFSQ Documents, or their Submissions:
 - (a) any member of the Evaluation Team (as defined in Section 6.1), except the Contact Person;
 - (b) any advisor to ONTC or the Evaluation Team, except the Contact Person; or,
 - (c) any directors, officers, employees, agents, representatives or Service Providers of:
 - (i) ONTC, except the Contact Person;
 - (ii) Ontario Ministry of Transportation;
 - (iii) The Premier of Ontario’s office or the Ontario Cabinet office;
 - (iv) A Member of Provincial Parliament (including the Premier); or,
 - (v) Any other person or entity listed in the RFSQ Data Sheet.
- (3) If a Respondent or any of their respective shareholders, owners, officers, agents, Service Providers, partners, contractors, subcontractors, consultants, subconsultants, advisors,

employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent; in the opinion of ONTC, contravenes RFSQ Section 3.5(1) or 3.5(2), ONTC may, but is not obliged to, in its sole discretion:

- (a) take any action in accordance with RFSQ Section 7.2; or
- (b) impose conditions on the Respondent's continued participation in the RFSQ Process that ONTC considers, in its sole discretion, to be appropriate.

3.6 Media Releases, Public Disclosures, Public Announcements and Copyright

- (1) A Respondent shall not, and shall ensure that its shareholders, owners, officers, agents, Service Providers, partners, contractors, subcontractors, consultants, subconsultants, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent do not, issue or disseminate any media release, social media or Internet post, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFSQ Process, the RFSQ Documents or the Goods and/or Services or any matters related thereto, without the prior written consent of ONTC.
- (2) Neither the Respondents or any of their respective shareholders, owners, officers, agents, Service Providers, partners, contractors, subcontractors, consultants, subconsultants-, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent shall make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Respondent or Submission or to publicly promote or advertise their own qualifications, interest in or participation in the RFSQ Process without ONTC's prior written consent, which consent may be withheld, conditioned or delayed in ONTC's sole discretion. Respondents, and their respective advisors, employees and representatives are permitted to state publicly that they are participating in the RFSQ Process but shall not publicly identify other Respondents without the prior written consent of ONTC.
- (3) Respondents shall not use the name of ONTC or any of ONTC's logos, designs, colours or registered trademarks and names used, owned or registered by ONTC, during the RFSQ Process, if selected as a Successful Respondent, or at any time prior to, during, or following the supply of the Goods and/or Services, except with the prior written consent of ONTC.

3.7 Confidentiality and Disclosure Issues – Respondent Information

- (1) Respondents are advised that ONTC may be required to disclose the RFSQ Documents, any other documentation related to the RFSQ Process and a part or parts of any Submission pursuant to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA"). Respondents are also advised that FIPPA does provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Submissions. Subject to the provisions of FIPPA, ONTC will use reasonable commercial efforts to safeguard the

confidentiality of any information identified by the Respondent as confidential but shall not be liable in any way whatsoever to any Respondent if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under the Applicable Laws.

- (2) The Respondent agrees that ONTC may disclose Submissions, and all information submitted in or related to the Submissions, to the Government of Ontario.
- (3) ONTC may provide the Submissions to any person involved in the review and/or evaluation of the Submissions on behalf of ONTC and ONTC may:
 - (a) make copies of the Submission; and/or,
 - (b) retain the Submission.
- (4) ONTC may disclose any information with respect to the Respondents, the Submissions and the RFSQ Process as required by the Applicable Laws.
- (5) The Respondent shall not require ONTC or any of its representatives to sign a non-disclosure agreement in respect of any step taken or information provided as part of this RFSQ Process, provided that if the nature of the subject matter of the RFSQ is such that, in the opinion of ONTC, it would be appropriate to enter into a non-disclosure agreement with a Respondent or Respondents, ONTC and/or the Respondent shall enter into such agreement in a form and with the content satisfactory to ONTC.

3.8 Confidential Information

- (1) In this RFSQ, “**RFSQ Information**” shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFSQ Process, from ONTC or any Ministry or Agency of the Government of Ontario, in connection with the RFSQ Documents or the Goods and/or Services excluding any item which:
 - (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFSQ Section 3.8;
 - (b) becomes available to the Respondent on a non-confidential basis from a source other than ONTC, so long as that source is not bound by a non-disclosure agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent by a contractual, legal or fiduciary obligation; or,
 - (c) The Respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by ONTC.
- (2) RFSQ Information:

- (a) shall remain the sole property of ONTC or the Government of Ontario, as applicable, and the Respondent shall maintain the confidentiality of such information except as required by law;
 - (b) shall not be used by the Respondent for any other purpose other than submitting a Submission or performing obligations under any subsequent agreement with ONTC relating to the Goods and/or Services;
 - (c) shall not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its Submission or in the performance of any subsequent agreement relating to ONTC, or the Government of Ontario, as applicable, without prior written authorization from ONTC;
 - (d) shall not be used in any way detrimental to ONTC or the Government of Ontario; and,
 - (e) if requested by ONTC, shall be returned to the Contact Person or destroyed by the Respondent no later than ten (10) calendar days after such request is received in writing by the Respondent.
- (3) Each Respondent shall be responsible for any breach of the provisions of this RFSQ Section 3.8 by any person to whom it discloses the RFSQ Information.
- (4) Each Respondent or Short-listed Respondent acknowledges and agrees that a breach of the provisions of this RFSQ Section 3.8 would cause ONTC, the Government of Ontario and/or their related entities to suffer loss which could not be adequately compensated by damages, and that ONTC, the Government of Ontario and/or any related entity may, in addition to any other remedy or relief, enforce any of the provisions of this RFSQ Section 3.8 upon application to a court of competent jurisdiction without proof of actual damage to ONTC, the Government of *Ontario or any related entity*. ONTC may, in its sole discretion, require that Respondents execute a legally binding non-disclosure agreement in a form and substance satisfactory to ONTC prior to receiving the RFSQ Information.

3.9 Governing Laws and Attornment

- (1) This RFSQ Process and the MSA entered into pursuant to this RFSQ Process shall be governed and construed in accordance with the laws of Ontario, the laws of Quebec, if relevant to the subject matter of this RFSQ, and the applicable laws of Canada, excluding any conflict of laws principles.
- (2) Each Respondent agrees that the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFSQ process.

3.10 Licenses and Permits

- (1) If a Respondent is required by the Applicable Laws to hold or obtain a license, permit, consent or authorization to carry on an activity contemplated in its Submission, neither acceptance of the Submission nor execution of the MSA shall be considered to be approval by ONTC of carrying on such activity without the requisite license, permit, consent or authorization.

3.11 Respondents' Costs

- (1) The Respondent shall bear all costs and expenses incurred by the Respondent relating to any aspect of its participation in this RFSQ Process, including, without limitation, all costs and expenses related to the Respondent's involvement in:
 - (a) the preparation, presentation and submission of its Submission;
 - (b) due diligence and information gathering processes;
 - (c) attendance at any Respondents' Meeting(s) or presentations;
 - (d) preparation of responses to questions or requests for clarification from ONTC;
 - (e) preparation of the Respondent's own questions during the clarification process;
 - (f) preparation of prototypes, proof of concept and/or demonstrations; and,
 - (g) any discussions or negotiations with ONTC regarding the MSA.
- (2) Without limiting the generality of Section 9.1(2) of this RFSQ, in no event shall ONTC or the Government of Ontario be liable to pay any costs or expenses or to reimburse or compensate a Respondent under any circumstances for the costs or expenses set out in Section 3.11(1), regardless of the conduct or outcome of the RFSQ Process.

3.12 Delay and Costs of Delay

- (1) By submitting a Submission, the Respondent waives all claims against ONTC and the Government of Ontario including any claims arising from any error or omission in any part of the RFSQ Documents or RFSQ Information or any delay, or costs associated with delays, in the RFSQ Process.

3.13 Clarification and Verification of Respondent's Submission

- (1) Following submission of a Submission, ONTC may:
 - (a) request a Respondent to clarify or verify the contents of its Submission, including by submitting supplementary documents; and/or,

- (b) request a Respondent to confirm an ONTC interpretation of the Respondent's Submission.
- (2) Any information received by ONTC from a Respondent pursuant to a request for clarification or verification from ONTC as part of the RFSQ Process may, in ONTC's discretion, be considered as an integral part of the Submission even if such information should have been submitted as part of the Respondent's Submission and may, in ONTC's discretion, be considered in the evaluation of the Respondent's Submission.
- (3) ONTC may, in its sole discretion, verify or clarify any statement or claim contained in any Submission or made subsequently in any interview, presentation, or discussion. That verification or clarification may be made by whatever means that ONTC deems appropriate which may include contacting the persons identified in the contact information provided by the Respondent and contacting persons or entities other than those identified by any Respondent.
- (4) By submitting a Submission, the Respondent is deemed to consent to ONTC verifying or clarifying any information and requesting additional information from third parties regarding the Respondent) and its directors, officers, shareholders or owners and any other person associated with the Respondent as ONTC may determine is appropriate.
- (5) ONTC is not obliged to seek clarification or verification of any aspect of a Submission, or any statement or claim made by a Respondent.
- (6) Requests for clarifications shall not be construed as acceptance by ONTC of a Submission.

3.14 Two-Envelope Process

- (1) ONTC may elect to complete a Two-Envelope Process. Whether Respondents will be required to submit their Submissions using a Two-Envelope Process will be identified on the RFSQ Data Sheet.
- (2) If ONTC elects to complete a Two-Envelope Process, the Submissions shall be broken down into two components; a Technical Submission and a Pricing Submission.
- (3) If ONTC elects to complete a Two-Envelope Process, ONTC will identify a minimum score that must be attained on the Technical Submission in the RFSQ Data Sheet. Proposals that do not meet the minimum score for the Technical Submission following evaluation of the Technical Submission, will not proceed further in the evaluation process, provided that ONTC may, in its sole discretion, based on the overall scores of all the Technical Submission, revise the minimum score required to proceed further in the evaluation process. Pricing Submissions will only be opened and evaluated for the Submissions that meet the minimum score for the Technical Submission.

SECTION 4 - SUBMISSION CONTENT AND FORMAT

4.1 Format and Content of Submission

- (1) Respondents shall submit their Submission in one electronic folder.
- (2) Unless otherwise specified in the RFSQ Data Sheet, Respondents shall not submit pre-printed literature with their Submissions. Any unsolicited pre-printed literature submitted as part of a Submission will not be reviewed by the Evaluation Team.
- (3) Each Respondent will:
 - (a) in a clear, concise and legible manner, complete and submit all documentation and information required by Part 2, Part 3, and Part 4 to the RFSQ;
 - (b) provide all information requested and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the Submission Forms and failure to fill in all blank spaces may result in a Submission being determined to be non-compliant; and,
 - (c) use only the Submission Forms issued as part of the RFSQ documents unless otherwise indicated.
- (4) Submissions that are unsigned, improperly signed, incomplete, conditional or illegible, may be declared non-compliant.
- (5) Listing of Subcontractors

Each Respondent shall complete the “Subcontractor” section of Submission Form 2 – Respondent’s General Information, naming the Subcontractor which the Respondent will employ to perform an item of the work called for by the RFSQ Documents.

4.2 Submission Form

- (1) Each Respondent will complete and submit the forms included in Part 4 – Form of Submission. Failure of the Respondent to complete and submit one or more of the material forms included in Part 4 – Form of Submission, may result in the Submission being declared non-compliant.
- (2) Respondents shall execute the Submission Form as follows:
 - (a) in the case of a sole proprietorship, the sole proprietor will sign the Submission Form and have the signature witnessed;
 - (b) in the case of a corporation, an authorized signing officer will sign the Submission Form; or,

- (c) in the case of a partnership, a partner or partners authorized to bind the partnership will sign the Submission Form and have their signatures witnessed.

4.3 References and Past Performance Issues

- (1) If specified in the RFSQ Data Sheet, Respondents shall provide reference information. Unless otherwise set out in the RFSQ Data Sheet, all references shall be, where possible, with respect to similar goods and/or services, as applicable, during the five (5) years immediately prior to the Submission Deadline. Unless otherwise set out in the RFSQ Data Sheet, the Respondent shall provide a minimum of three (3) references.
- (2) ONTC may, in its sole discretion, confirm the Respondent's experience and ability to provide the Goods and/or Services by contacting the Respondent's references. However, ONTC is under no obligation to contact references submitted by any Respondent. References and information received from references, if contacted, will be taken into account in the evaluation process as identified in the RFSQ Data Sheet.
- (3) ONTC may take into account in the evaluation process reliable information received from the Government of Ontario or its Agencies regarding past performance of a Respondent, provided information evidencing past poor performance by a Respondent is provided to the Respondent (subject to any restrictions on disclosure imposed by applicable law) and the Respondent is afforded an opportunity to respond to the information.
- (4) If ONTC receives information from referees of a Respondent's past poor performance, ONTC shall advise the Respondent (subject to any restrictions on disclosure imposed by applicable law) and afford the Respondent an opportunity to respond to the information prior to considering this information as part of the evaluation process.

4.5 Conflict of Interest

- (1) For the purposes of this Section 4.5, the term "**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where the interests, conduct, other commitments or relationships of a Respondent, a Respondent's family member or an officer, director or employee of the Respondent could or could be perceived to, directly or indirectly, compromise, impair or be in conflict with the integrity of the RFSQ Process, the subject matter of the RFSQ or ONTC.
- (2) Each Respondent shall promptly disclose any potential, perceived or actual Conflict of Interest of the Respondent to the Contact Person in writing. If ONTC discovers a Respondent's failure to disclose a Conflict of Interest, ONTC may, in its sole and absolute discretion disqualify the Respondent or terminate the MSA if such Respondent is a Successful Respondent.
- (3) ONTC may, in its sole discretion, and in addition to any other remedy available at law or in equity:
 - (a) waive any Conflict of Interest;

- (b) impose conditions on a Respondent that require the management, mitigation and/or minimization of the Conflict of Interest; or,
- (c) disqualify the Respondent from the RFSQ Process if, in the sole and absolute opinion of ONTC, the Conflict of Interest cannot be managed, mitigated or minimized.

SECTION 5 - SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Submissions and Late Submissions

- (1) ONTC uses Electronic Bid Submissions. Submissions shall be submitted on, and in accordance with, forms supplied by ONTC. **All responses are to be submitted to ONTC through the use of MERX Electronic Bid Submission (EBS).** Respondents shall be solely responsible for the delivery of their Submissions in the manner and time prescribed in the RFSQ Data Sheet.

Questions concerning submitting through MERX should be addressed to:

- MERX Customer Support
- Phone 1-800-964-6379
- Email merx@merx.com

MERX EBS does not allow Submissions to be uploaded after the bid submission deadline; therefore, the Respondent should ensure they allow plenty of time to upload the documents.

- (2) Submissions must be received before the time noted in the RFSQ Data Sheet.
- (3) Submissions which are submitted physically, by facsimile transmission, by email, or by electronic means other than MERX will NOT be considered.
- (4) Respondents are solely responsible for the method and timing of delivery of their Submissions.
- (5) ONTC reserves the right to make copies of the Respondents' Submissions as it may be required for the purpose of conducting a full evaluation of the Submission submitted.
- (6) The Respondent should identify and mark any trade secret or proprietary intellectual property in its Submission.

5.2 Late Submissions

- (1) ONTC will reject Submissions that are received after the Submission Deadline.

5.3 Withdrawal of Submissions

- (1) When submitting an Electronic Bid Submission, MERX will allow withdrawal of Submissions up to the Submission Deadline.

5.4 Amendment of Submissions

- (1) Electronic Bid Submissions through MERX will allow amendments up to the closing date and time; however, **Respondents are responsible for ensuring they allow sufficient time to upload the amended documents.**
- (2) If more than one Submission is received from the same Respondent before the Submission Deadline, only the last Submission received before the Submission Deadline will be considered.

5.5 One Submission per Person or Entity

- (1) Except as set out in the RFSQ Data Sheet or with ONTC's approval:
 - (a) a person or entity shall submit or participate in only one Submission either individually or as a Respondent team member; and,
 - (b) a person or entity shall not be a subcontractor of a Respondent and also submit a Submission individually or as a Respondent team member in the same RFSQ Process.
- (2) If a person or entity submits or participates in more than one Submission in contravention of RFSQ Section 5.5(1), ONTC may, in its sole discretion, disqualify any or all of the Submissions submitted by that person or entity or in which that person or entity is a participant.

SECTION 6 - SUBMISSION EVALUATION

6.1 Evaluation Team

- (1) ONTC will establish an evaluation team for the purpose of evaluating Submissions (the "**Evaluation Team**").
- (2) The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Submissions to a separate team of individuals who are not members of the Evaluation Team, who will be supervised by the Evaluation Team. Without limiting the generality of the foregoing, but for greater particularity, the Evaluation Team may seek the advice and assistance of third-party Service Providers and the Government of Ontario. Each Respondent acknowledges that the RFSQ documents may have been prepared with the assistance of a third-party Service Provider and that the Service Provider may participate in the evaluation of the Submissions.

6.2 Evaluation of Submissions

- (1) The Respondents' Submissions will be reviewed and evaluated by the Evaluation Team on the basis of the evaluation criteria set out in the RFSQ Data Sheet (the "**Evaluation Criteria**") and in the following stages:

6.2.1 Stage I - Mandatory Submission Requirements

- (1) Stage I will consist of a review to determine which Submissions comply with all of the mandatory submission requirements. If a Submission fails to satisfy all of the mandatory submission requirements, ONTC will issue the Respondent a rectification notice identifying the deficiencies and providing the Respondent with an opportunity to rectify the deficiencies. If the Respondent fails to satisfy the mandatory submission requirements within the Rectification Period set out in section 1.2, its response will be rejected. The Rectification Period will begin to run from the date and time that ONTC issues a rectification notice to the Respondent. The mandatory requirements are detailed in the RFSQ Data Sheet.

6.2.2 Stage II - Evaluation

6.2.2.1 Mandatory Technical Requirements

- (1) ONTC will review the Submissions to determine whether the mandatory technical requirements as set out in RFSQ Data Sheet have been met. If a Submission fails to satisfy all of the mandatory technical requirements, ONTC will issue the Respondent a rectification notice identifying the deficiencies and providing the Respondent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Responses that do not satisfy the mandatory technical requirements within the Rectification Period set out in section 1.2 will be rejected.

6.2.2.2 Technical Rated Criteria

- (1) ONTC will evaluate each qualified Submission on the basis of the non-priced rated criteria as set out in Part 2, Schedule 2-A - RFSQ Data Sheet.
- (2) After the completion of the Technical Submission evaluation, the Pricing Submission will be opened for all Respondents that score 70% or higher on their Technical Submission. Each Respondent will be awarded a price score as outlined in Part 2, Schedule 2-A - RFSQ Data Sheet and Proposal Form 9.
- (3) If ONTC is of the opinion that any of the following apply, then ONTC may, in ONTC's sole discretion, decline to select that Respondent to be a Short-listed Respondent:
 - (a) a Respondent has submitted a price that is clearly insufficient to perform the supply of Services;
 - (b) a Respondent has previously provided poor performance to ONTC or a subsidiary of ONTC;

- (c) a Respondent is disqualified from participating in the RFSQ Process per RFSQ Section 7.2 (1)(i);
- (d) ONTC cannot, to ONTC’s satisfaction, prior to the conclusion of the RFSQ Process, verify independently or through a third party or parties any and/or all information, statements, representations and/or warranties contained in the Submission;
- (e) a Respondent or any subcontractor of the Respondent is not financially sound, or ONTC is unable to obtain from the Respondent or third-party sources reasonable assurances of the financial position of the Respondent or any of its subcontractors;
- (f) the overall cost to ONTC would be significantly increased with that Respondent;
- (g) the Respondent failed to meet the mandatory requirements specified in the RFSQ Data Sheet; or,
- (h) the Respondent failed to attain the minimum score required for the Technical Submission, where the RFSQ Data Sheet called for a two-envelope process.

6.2.3 Ranking and Selection

- (1) Based on the evaluation of the Submissions, the top five (5) ranked Respondents under Stream A and the three (3) top ranked Respondents under each of the Streams B through Stream E, that meet the minimum thresholds set out in Part 2, Schedule 2-A - RFSQ Data Sheet will be selected to enter in a MSA for inclusion on a prequalified supplier list for eligibility to participate in potential invitational second-stage competitive processes for the procurement of the Services.

6.2.4 Notification of Selected Respondents

- (1) The Respondents selected by ONTC will be notified by ONTC in writing. Each selected Respondent will be required to execute the MSA. Failure to do so may result in the disqualification of the Respondent and the selection of another Respondent.

6.2.5 Second-Stage Competitive Process

- (1) Successful Respondents who enter into a MSA are eligible (i.e. Prequalified) to participate in all invitational second-stage competitive processes (Requests for Service) issued within their Qualified Supplier Roster Discipline Stream. All qualified respondents within the applicable stream will be invited to bid, with selection considerations based on their confirmed experience/specialization, project complexity, and specific needs as determined by ONTC.
- (2) Upon ONTC having need for Services and initiating a request for service (“**Request for Service**” or “**RFS**”) announcement by email to the qualified Successful Respondents’ contacts under the second-stage competitive process, Successful Respondents will be invited to prepare and submit a short-form work order proposal (“**Work Order Proposal**” or “**WOP**”), which typically includes purpose, summary of work tasks and approach, cost breakdown, schedule, list of key project personnel, deliverables, assumptions/exclusions and signature-approval block) for the work opportunity, for ONTC review and consideration.

- (3) ONTC reserves the right to develop, communicate, and apply technical and/or financial evaluation criteria or specifications to any RFS issued under the second-stage competitive process. All respondents who have signed a MSA and are qualified within the relevant Discipline Stream will be invited to participate. Evaluation and selection of a Successful Respondent will be based on the criteria and scoring requirements, established by ONTC which will be clearly communicated to all invited respondents up-front at the time of RFS initiation.
- (4) Upon review of all the invited Respondents' submitted WOPs for a given work opportunity, ONTC will complete evaluations according to the pre-established criteria, and shall then proceed to select (and notify) the Successful Respondent by email. Upon bid award, ONTC reserves the right to make final comment and request any final change, edit, adjustment or otherwise mutually-negotiated settlement with respect to vendor WOP, as may be needed and to a reasonable degree considering the nature (and in the best interest) of the intended work, prior to fully-executing the WOP contract agreement. Once the WOP is duly approved and signed by both parties (i.e., ONTC and Successful Respondent), the WOP contract agreement will be considered fully executed, and the Services may proceed.
- (5) As part of any second-stage RFS process, ONTC will also commit to notifying any unsuccessful Respondents, accordingly.

SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

7.1 ONTC's Discretion

- (1) ONTC may determine, in its sole discretion:
 - (a) the membership of the Evaluation Team;
 - (b) if a Submission is compliant with the RFSQ Documents;
 - (c) if a failure to comply is material;
 - (d) if a Submission or a Respondent is disqualified;
 - (e) the evaluation results and ranking for each Respondent; and,
 - (f) which Respondent, if any, and how many Respondents, based on the evaluation process, will be Short-listed Respondents.

7.2 Rectification Process

- (1) Notwithstanding any other term and condition in this Respondent selection, upon the Respondent Submission closing date and receipt of the Proposals and following the procedures as set out in Section 6.2.1 – Stage I – Mandatory Submission Requirements and Section 6.2.2 – Mandatory Technical Requirements there will be a “rectification” period which will provide the respondent with an opportunity to rectify the deficiencies. If the Respondent fails to satisfy the mandatory submission requirements within the Rectification Period set out in section 1.2, its response will be rejected. The Rectification Period will begin to run from the date and time that ONTC issues a rectification notice to the Respondent. The mandatory requirements are detailed in the RFSQ Data Sheet.
- (2) If a Submission does not include all information requested, ONTC, at their sole discretion, may provide the Respondent with an opportunity to rectify the deficiencies within three (3) Business Days from the date and time that ONTC issues a rectification notice to the Respondent. Respondents must submit the information to ONTC, unless otherwise agreed upon, by the required date and time as noted in the rectification notice. This timeline is considered mandatory, and no extensions will be provided.
- (3) ONTC will issue rectification notices by email to the Respondent’s contact. The Respondent must ensure that any contact information is current and up to date. Respondents who do not comply and fail to provide the required information within the Rectification Period will be disqualified and excluded from further consideration.

7.3 Disqualification

- (1) ONTC may, in its sole discretion, disqualify a Respondent or a Respondent’s Submission or cancel its decision to identify a Respondent as a Short-listed Respondent or a Successful Respondent, at any time prior to the execution of the MSA by ONTC, if:
 - (a) The Respondent fails to cooperate in any attempt by ONTC to clarify or verify any information provided by the Respondent in its Submission;
 - (b) The Respondent contravenes RFSQ Section 3.5, RFSQ Section 3.6 or RFSQ Section 5.5(2);
 - (c) The Respondent fails to comply with the Applicable Laws;
 - (d) The Submission contains false or misleading information, or the Respondent provides false or misleading information in any part of the RFSQ Process;
 - (e) The Submission, in the sole discretion of ONTC, reveals a Conflict of Interest that cannot be managed, mitigated or minimized;
 - (f) There is evidence that the Respondent colluded with one or more other Respondents in the preparation or submission of Submissions;

- (g) The Respondent has previously breached or been in default of compliance with any term of any agreement with ONTC and such breach or default has not been waived by ONTC or the Respondent has not cured the default;
 - (h) The Respondent has been convicted of an offence in connection with any services rendered by the Respondent to ONTC, or to any Ministry, Agency, Board or Commission of the Government of Ontario or the Government of Canada;
 - (i) The Respondent, at the time of issuance of this RFSQ or any time during the RFSQ Process, has an outstanding claim or is engaged in an ongoing legal dispute with ONTC, other than an adjudication under the Construction Act;
 - (j) The Submission is not Substantially Compliant;
 - (k) The Respondent has failed to notify ONTC of, or ONTC has not approved, a post-submission change in the control of the Respondent or in the circumstances of the Respondent that may materially negatively impact the Respondent's ability to perform its obligations if selected as a Successful Respondent; or,
 - (l) The Respondent has received a Vendor Performance Evaluation as part of ONTC's Vendor Performance Policy, and received a total rating on the Final Performance Form that disqualifies the Respondent from participating in the RFSQ Process.
- (2) Notwithstanding Section 7.2(1), ONTC shall retain the right to select as the Successful Respondent(s), any Respondent(s) which, in ONTC's sole and absolute discretion, has submitted a substantially compliant Submission(s).

7.4 General Rights of ONTC

- (1) ONTC may, in its sole discretion and at any time during the RFSQ process:
- (a) reject any or all of the Submissions;
 - (b) accept any Submission or any portions of any Submissions for any reason whatsoever;
 - (c) reject any Submissions or any portions of Submissions for any reason whatsoever;
 - (d) if only one Submission is received, elect to either accept it, reject it, or enter into negotiations with the applicable Respondent;
 - (e) elect not to proceed with, cancel, or terminate the RFSQ;
 - (f) alter the Submission Deadline or any other deadlines associated with the RFSQ Process;
 - (g) change the RFSQ Process or any other aspect of the RFSQ Documents; or,

- (h) cancel this RFSQ Process and subsequently conduct another competitive process for the same Goods and/or Services that are the subject matter of this RFSQ or subsequently enter into negotiations with any person or persons with respect to the Goods and/or Services that are the subject matter of this RFSQ.
- (2) If ONTC, in its sole discretion, is of the opinion that all of Submissions submitted are not substantially compliant, ONTC may:
- (a) take any action in accordance with Section 7.3(1);
 - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their Submissions for re-submission; or,
 - (c) negotiate an agreement for the whole or any part of the Goods and/or Services with a Respondent which has submitted a Non-compliant Submission.

SECTION 8 – AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT(S)

8.1 Finalization of the Agreement

- (1) ONTC may, in its sole discretion, retain more than one Respondent to provide the Goods and/or Services.
- (2) ONTC may, in its sole discretion, enter into negotiations with one or more Short-Listed Respondent(s) for the purpose of selecting the Successful Respondent(s) and finalizing an agreement.
- (3) ONTC may withdraw from negotiations at any time prior to the Successful Respondent(s) being identified.
- (4) The Successful Respondent(s) is/are expected to enter into the relevant draft agreement in Part 5. Submission Form 8 – Compliance with Contract Documents allows a Respondent to submit suggested changes to the draft agreement. ONTC does not have any obligation to accept any proposed changes to the draft agreement and will do so in its sole discretion. ONTC may, in ONTC's sole discretion; (i) consider only a minimal number of changes to the draft agreement; (ii) consider significant material proposed changes to negatively impact the evaluation of the Respondent's Submission; or (ii) disqualify any Respondent where the changes or the number of changes made by the Respondent to the draft agreement would be, in ONTC's sole discretion, too onerous to successfully negotiate within the timeframe set out in Section 8.1 (5) below or are unacceptable to ONTC. **In any event, ONTC will not accept any material changes to the clauses in the draft agreement relating to the Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).**

If a Respondent does not submit any proposed amendments in Submission Form 8, it will be deemed to have accepted and will be required to execute the MSA in the form attached to this RFSQ. If a Respondent has submitted proposed amendments to the MSA, negotiations respecting those amendments shall be conducted within the timeframe set out in Section 8.1(5).

- (5) If a Successful Respondent fails or refuses to enter into and execute the MSA within ten (10) Business Days of being notified they are a Successful Respondent (ONTC may extend such period of time in ONTC's sole discretion), or a Successful Respondent fails or refuses to provide the documentation in accordance with Section 8.1(6), ONTC may, in its sole discretion, take any one of the following actions:
 - (a) terminate all negotiations and cancel its identification of that Respondent as a Successful Respondent;
 - (b) select another Respondent or Short-Listed Respondent as a Successful Respondent;
 - (c) take any other action in accordance with Section 7.3; or,
 - (d) pursue any other remedy available to ONTC at law.
- (6) Prior to supplying any Goods and/or Services pursuant to the Contract, the Successful Respondent(s) shall deliver to ONTC:
 - (a) executed Contractors Health and Safety Responsibility Agreement.

8.2 Notification If Successful or Not

- (1) The Successful Respondent(s) and unsuccessful Respondents will be notified by ONTC in writing regarding their success or failure in the RFSQ Process.

8.3 Debriefing

- (1) Respondents may request a debriefing after receipt of a notification pursuant to RFSQ Section 8.2. All Respondent requests should be in writing to the Contact Person no later than sixty (60) calendar days after receipt of the notification. ONTC will conduct debriefings in the format prescribed by the OPS Procurement Directive.

SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTC

9.1 Limit on Liability

- (1) The total liability of the Respondent to ONTC for loss and damage arising from the Respondent who is selected as a Successful Respondent but then fails to deliver the

evidence of insurance or other documents required under Section 8.1(6) within the time period specified in Section 8.1(5) or fails to execute the MSA shall be limited to ten (10) percent of the value of the Submission provided by the Respondent. The liability of the Respondents for any other loss or damage suffered by ONTC as part of this RFSQ Process shall be without limit.

(2) By submitting a Submission,

- (a) each Respondent acknowledges ONTC's rights as stated herein and absolutely waives any right of action against ONTC for ONTC's failure to accept the Respondent's Submission whether such right of action arises in contract, negligence, bad faith, or any other cause of action;
- (b) each Respondent covenants and agrees that, under no circumstances, shall ONTC, or any of its employees, officers, representatives, agents or advisors, be liable to any Respondent, whether in contract, tort, restitution, or pursuant to any other legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this RFSQ Process, a Respondent's Submission in response to this RFSQ Process, or due to the acceptance or non-acceptance of any Submission, or as a result of any act or omission by ONTC and/or its employees, officers, representatives, agents or advisors, including any information or advice or any errors or omissions that may be contained in the RFSQ Documents, or any other documents or information provided to a Respondent, or arising with respect to the rejection or evaluation of any or all of the Submissions, any negotiations with any of the Respondents, or the selection of any Respondent as a Short-listed Respondent or a Successful Respondent; and
- (c) each Respondent shall indemnify and hold harmless ONTC, its employees, officers, representatives, agents and advisors, from and against any and all claims, demands, actions or proceedings brought by third parties, including but not limited to the Respondent's subcontractors or suppliers, in relation to this RFSQ Process.

9.2 Power of Legislative Assembly

- (1) No provision of the RFSQ Documents (including a provision stating the intention of ONTC) is intended to operate, nor shall any such provision have the effect of operating, in any way, that would interfere with or otherwise fetter the discretion of the Legislative Assembly of Ontario in the exercise of its legislative powers.

9.3 RFSQ Not a "Bidding Contract" or a Tender

- (1) This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:
 - (a) this RFSQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,

- (b) neither the Respondent nor ONTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Respondents, a decision to reject a response or disqualify a Respondent, or a decision of the Respondent to withdraw its response.

SECTION 10 – VENDOR PERFORMANCE

10.1 General

- (1) ONTC has established a Vendor Performance Policy, which provides a framework for ONTC to maximize the value for money of its Vendors by:
 - (a) proactively managing the performance of Vendors in accordance with ONTC's Purchasing Policy; and
 - (b) creating a record of past performance for use by ONTC when selecting Vendors for the supply of goods and services.

10.2 Vendor Performance Evaluation

- (1) Successful Respondents who enter into a MSA with ONTC may be required to participate in the Vendor Performance Evaluation process.

10.3 Vendor Ratings for Submission Evaluation Purposes

- (1) ONTC may access a Respondent's Vendor Performance Evaluations for previous contracts as part of the Evaluation Process. The manner in which the Respondent's ratings will be used will be identified in the Evaluation Criteria of the RFSQ Data Sheet.

SECTION 11 – TRANSPARENCY AND FAIRNESS

11.1 General

- (1) ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.
- (2) ONTC endeavors to provide specifications that meet the requirements of the procurement without naming specific brands. However, there may be instances where a third-party Service Provider prepares a specification on behalf of ONTC, and a specific brand is named. In these instances, alternate materials or products may be used if ONTC determines the proposed materials or products are equivalent to the materials or products in the specifications. Respondents shall submit proposed alternate materials or products with their Submission to be considered.

SECTION 12 – INTERPRETATION

12.1 General

- (1) In this RFSQ, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.

- (2) All references in this RFSQ to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.
- (3) For clarity, where the expression “Government of Ontario” is used in this RFSQ, it includes all Ministries and Agencies of the Government of Ontario.



PART 2

REQUEST FOR SUPPLIER QUALIFICATIONS

SUMMARY OF REQUIREMENTS

**PART 2 – REQUEST FOR SUPPLIER QUALIFICATIONS
 SUMMARY OF REQUIREMENTS
 SCHEDULE 2-A
 RFSQ DATA SHEET**

RFSQ 2025 023 Pre-Qualification of Service Providers for Environmental Consulting Services	
Contact Details	
Contact Person	Brinda Ranpura Procurement Contracts Specialist
Contact Information	555 Oak Street East North Bay, Ontario P1B 8L3 brinda.ranpura@ontarionorthland.ca (705) 472-4500 ext. 548
Submission Detail	
Format of Submission	<p>Respondents shall submit their Submission through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Supplier Qualifications, Section 5.1 (1) (a). MERX EBS does not allow Submissions to be uploaded after the Submission Deadline; therefore, Respondents shall ensure they allow sufficient time to upload the documents.</p> <p>Submissions which are submitted physically, by facsimile transmission, by email, or by electronic means other than MERX <u>will NOT</u> be considered.</p>
Distribution Method	The RFSQ Documents will be posted on the ONTC website and MERX. Any addenda to the RFSQ will be posted in these locations.
Respondents' Meeting	There will not be a Respondents' Meeting.
Two-Envelope Process	<u>This procurement will be a two-envelope process.</u> Please submit Submission Form 9 – Rate Schedule in the Pricing Submission Envelope and the balance of the submission should be contained in the Technical Submission Envelope. All pricing details and information must be contained within the Pricing Submission Envelope only.

PART 2 – REQUEST FOR SUPPLIER QUALIFICATIONS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A cont'd
RFSQ DATA SHEET

RFSQ 2025 023 Pre-Qualification of Service Providers for Environmental Consulting Services			
Submission Detail <i>continued</i> – <u>Note the requirements below are new to ONTC</u>			
Submission Requirements	Respondents are required to submit all material documents listed below as part of their Submission. Respondents shall confirm they have included the documents listed below with their Submission by placing a checkmark in the column “Included in Submission”. If the Respondent fails to include a document listed below as being “Material”, the respondent may be disqualified in accordance with section 6.2 of the RFSQ.		
	Item	Included in Submission (indicate with <input type="checkbox"/>)	Item is classified as Material
	This checklist		
	Submission Form 1 Quotation Submission Form		Material
	Submission Form 2 Respondent’s General Information		Material
	Submission Form 3 Stream Selection		Material
	Submission Form 4 Experience and Qualifications		Material
	Submission Form 5 Projects Profiles		Material
	Submission Form 6 Health, Safety and Environmental		Material
	Submission Form 7 Claims		Material
	Submission Form 8 Compliance with Contract Documents		Material
	Submission Form 9 Rate Schedule		Material

Respondents should ensure they respond to all requirements in the RFP to receive full consideration during evaluation. Each Respondent shall also include as part of their submission a title page and a 1-page Opening Letter on company letterhead, with confirmation of the Respondent’s intention to submit a Submission for identified Roster Discipline Stream(s), signed by an authorized representative of the respondent

**PART 2 – REQUEST FOR SUPPLIER QUALIFICATIONS
 SUMMARY OF REQUIREMENTS
 SCHEDULE 2-A cont'd
 RFSQ DATA SHEET**

RFSQ 2025 023 Pre-Qualification of Service Providers for Environmental Consulting Services				
Important Dates				
Publication Date	Wednesday, May 07, 2025			
Participation Registration Form	Complete and submit to the Contact Person as soon as possible			
Deadline for Additional Information Request	Tuesday, June 03, 2025 at 2:00:00 p.m. EDT			
Submission Deadline Date and Time	Friday, June 09, 2025, at 2:00:00 p.m. EDT			
Target Implementation Date	June 30, 2025			
Procedure of Selection				
<p>ONTC will categorize Respondents' Submission according to the appropriate Qualified Supplier Roster Discipline Stream(s) (i.e., A through E, respectively) being applied for, and will evaluate each of these streams independently to derive the requisite number of successful suppliers per stream.</p>				
Mandatory Requirements	<p>Stage I – Mandatory Requirements Respondents must first satisfy that all the Mandatory Requirements listed below have been met. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements will be disqualified from the RFSQ Process.</p>			
	Mandatory Submission Requirements		Pass	Fail
	Respondent has submitted all of the material documents as specified in the Submission Requirements listed in Part 2, Request for Supplier Qualifications, Summary of Requirements, RFSQ Data Sheet			
	The Proposal must be in English.			
	All rates must be in Canadian Dollars.			
	Including price information in any file other than the Pricing Submission, will result in rejection of the Submission.			
	Respondent must be a Canadian Business or domiciled in an international trade partner.			

PART 2 – REQUEST FOR SUPPLIER QUALIFICATIONS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A cont'd
RFSQ DATA SHEET

RFSQ 2025 023 Pre-Qualification of Service Providers for Environmental Consulting Services				
Procedure of Selection <i>cont'd</i>				
Mandatory Requirements	Mandatory Technical Requirements	Pass	Fail	
		Respondents have confirmed the specific Qualified Supplier Roster Discipline Stream(s) they are submitting their Submission for and must verify that they meet the minimum level of specialization associated with Qualified Supplier Roster Discipline Stream selection.		
		Fully licensed and insured to work within Ontario, with good professional standing.		
		Applicable Rail, Transportation and infrastructure-related work experience within Ontario and Canada.		
		Ability to deliver quality professional services and prepare technical documents in English language, as required.		
		Good availability of assigned staff to work on ONTC projects, as needed.		
		Ability to deploy staff and resources to ONTC sites for project work in a timely and effective manner, as needed/required.		
Evaluation General Procedure	Stage II – Technical Submission ONTC will evaluate the Technical Submissions based on the evaluation criteria outlined below. Respondents must score a minimum of 70% to qualify for shortlist consideration.			
Technical Submission Rated Criteria	Company Profile	5		
	Description of Services, Experience and Qualifications	25		
	Project Management and Delivery Approach	15		
	Project Team and Hierarchy	10		
	Project Profiles (i.e., 5 total references)	10		
	Personnel Curriculum Vitae (CVs)	5		
	Overall Understanding of Needs	10		
	Total Technical Submission Points		80	

**PART 2 – REQUEST FOR SUPPLIER QUALIFICATIONS
 SUMMARY OF REQUIREMENTS
 SCHEDULE 2-A *cont'd*
 RFSQ DATA SHEET**

RFSQ 2025 023 Pre-Qualification of Service Providers for Environmental Consulting Services		
Procedure of Selection <i>cont'd</i>		
Evaluation General Procedure	Stage II – Pricing Submission After the completion of the Technical Submission evaluation, the Pricing Submissions will be opened for all Respondents that score 70% or higher on their Technical Submission.	
Pricing Submission Rated Criteria	Rate Schedule	20
	Total Technical and Pricing Submission Points	100

**PART 2 – REQUEST FOR PRE-QUALIFICATION
SUMMARY OF REQUIREMENTS
SCHEDULE 2-B
PARTICIPATION REGISTRATION FORM**

Required in order to register and receive any communications in relation to the requirement referenced below.

Date: _____
Reference Number: RFSQ 2025 023
Description of Requirement: Pre-Qualification of Service Providers for Environmental Consulting Services

I, the undersigned, am registering to participate in the above referenced requirement and will be the primary contact for any communications in relation to this process and project until further advised.

Company Name: _____
Address: _____

Name of person registering to represent company referenced above (please print): _____
Email Address: _____
Phone Number: (Main Office Number) _____
Cell Number: _____

Signature of Primary Contact: _____

Return form to the Contact Person as referenced below via email as an attachment:

Thank you.

Brinda Ranpura
Procurement Contracts Specialist
Ontario Northland Transportation Commission
Phone: 1-800-363-7512 or 705-472-4500 Ext. 548
Fax: 1-705-475-5003
Email: brinda.ranpura@ontarionorthland.ca
Website: www.ontarionorthland.ca



PART 3

**REQUEST FOR SUPPLIER QUALIFICATIONS
SPECIFICATIONS**

PART 3 – RFSQ SPECIFICATIONS

SCHEDULE 3-A

SCOPE OF WORK

Background

The Ontario Northland Transportation Commission (ONTC) is an agency of the Province of Ontario that provides reliable and efficient transportation services to northern and rural communities. The over 120-year-old company is focused on providing integrated and impactful transportation services including rail freight, passenger rail, motor coach transportation, rail repair, and remanufacturing services.

Purpose and Process

This non-binding Request for Supplier Qualifications (RFSQ) is an invitation to obtain submissions from qualified Respondents for the purpose of pre-qualifying/short-listing prospective Service Providers and creating a Qualified Supplier Roster from which the Successful Respondents will be invited to participate in invitational second-stage competitive processes through a Request for Service (RFS).

The Qualified Supplier Roster will be used on an as and when needed basis for ONTC environmental consulting services projects with a value of between \$0 up to \$2,500,000 for each term of the Agreement across all Master Services Agreements (MSA). This RFSQ process will not result in any commitment by ONTC to purchase goods and/or services from any Respondent. ONTC is under no obligation to proceed with any invitational second-stage competitive processes for the procurement of the services. ONTC makes no guarantee of the value or volume of services that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described services. ONTC may contract with others for Goods and/or Services the same as or similar to the Services or may obtain such goods and services internally.

Responses will be evaluated in accordance with the evaluation process set out in Part 1 Section 6.2 and Part 2 – RFSQ Data Sheet. Based on the evaluation of the Submissions, selected Respondents will be invited to enter into an MSA in the form set out in Part 5, which will govern the potential subsequent provision of the Goods and/or Services. Upon execution of the MSA, the Successful Respondents will be included on the Qualified Supplier Roster.

This RFSQ is the first stage of a two-stage process. The first stage is to pre-qualify/short-list Service Providers for consideration for future projects and establish the Qualified Supplier Roster. Each pre-qualified/short-listed Service Provider will enter into an MSA with ONTC. The MSA will remain in effect for two (2) years or until terminated by ONTC, or until such time as the supplier is removed from the Qualified Supplier Roster.

The second-stage involves future requests for fees, approach, and schedules utilizing an RFS. The RFS will then be sent to all pre-qualified/short-listed Service Providers on the Qualified Supplier Roster according to their Qualified Supplier Roster Discipline Stream and level of confirmed experience/ specialization, as determined by ONTC and also considering project complexity and specific needs. The award of the project will be based on the highest ranked Service Provider during the invitational second-stage competitive process, which generally includes purpose, summary of work tasks and approach, cost breakdown, schedule, list of key project personnel, deliverables, assumptions/exclusions and signature-approval block) for the work opportunity, for ONTC review and consideration.

Note, ONTC reserves the right to develop, communicate and apply any technical as well as financial criteria to any RFS requests under the invitational second-stage competitive process, in suitably considering, evaluating and selecting a successful Supplier to complete the work opportunity/engagement. Such scoring requirements will be clearly communicated to Suppliers up-front at the time of RFS initiation.

ONTC may periodically require all suppliers on the Qualified Supplier Roster to provide documentation for reassessment of their qualifications. The reassessment will be based on the same requirements and evaluation process set out in this RFSQ. Suppliers that do not continue to satisfy the qualification requirements set out in this RFSQ will be removed from the Qualified Supplier Roster.

Suppliers that fail to perform contracts awarded through an invitational second-stage competitive process in a satisfactory manner will be removed from the Qualified Supplier Roster. Suppliers may also be removed from the Qualified Supplier Roster for reasons of conflict of interest or unethical conduct.

Suppliers that are removed from the Qualified Supplier Roster will not be eligible to re-qualify for inclusion on the Qualified Supplier Roster for a period of three (3) years.

The Services

ONTC will be pre-qualifying/short-listing Service Providers under each stream for this Qualified Supplier Roster arrangement. Within the currently proposed framework, ONTC has the intention to retain a specific number of pre-qualified Suppliers according to its needs, encompassing **five (5) Qualified Supplier Roster Discipline Streams**, as outlined below:

- A. Multi-Disciplinary Environmental Consulting/Engineering – (5 Suppliers)**
- B. Natural Heritage – (3 Suppliers)**
- C. Geosciences and Contaminated Sites – (3 Suppliers)**
- D. Geohazards Engineering – (3 Suppliers)**
- E. Corporate Sustainability – (3 Suppliers)**

The work to be procured during the Phase II RFS pertains to ONTC's Environmental Consulting Services from Suppliers under the Master Service Agreement, in accordance with the Qualified Supplier Roster Discipline Stream breakdown below (i.e., A through E, respectively).

Stream A: Multi-Disciplinary Environmental Consulting/Engineering

- Environmental Assessment, Management, Compliance and Due Diligence
- O.Reg. 231/08: Transit and Rail Project Assessment Process (TRPAP)
- Environmental Permitting and Approvals
- Natural Heritage Studies and Approvals
- Fisheries and Fish Habitat Studies and Approvals
- Species at Risk Studies (including vegetation, birds, bats, mammals, fish, reptiles, anurans, etc.) and Approvals
- Social and Built Environment Studies
- Critical Stakeholder Consultation (Government, First Nations, Public, etc.)
- Environmental Impact Assessment and Management Planning
- Site Natural Design and Restoration
- Geosciences (Soil, Sediment, Groundwater, Surface Water Study) and Phase 1 and 2 Environmental Site Assessment (ESA)
- Legacy/Contaminated Sites Management, Risk Assessment and Remedial Planning
- Excess Soils Characterization and Management
- Aggregate Resources Planning and Management
- Geohazards Engineering (e.g., Water, Rockfall, Slope, Wildfire), Risk Assessment, Mitigation and Management
- Mining Hazard Assessment and Management
- Cultural Heritage and Archaeological Studies
- Air Quality, Noise and Vibration Studies
- Hydrology, Hydraulics and Water Resources Engineering
- Civil and Geotechnical Engineering
- Surveying and Remote Sensing
- Building Condition Assessment and Designated Substances Survey (DSS)
- Emergency and Incident Response
- Geomatics and Geographic Information Systems (GIS) Analysis and Technical Support Services
- GIS-Based Digital Tools and Applications
- Corporate and Operational Sustainability Strategy, Planning and Management
- Sustainability Audits (Energy, Waste, Greenhouse Gas – GHG, etc.)
- Sustainability and ESG Reporting
- Climate Action, Adaptation and Resilience Planning
- Graphics and Digital Applications Support

Stream B: Natural Heritage

- Natural Heritage Studies and Approvals
- Fisheries and Fish Habitat Studies and Approvals
- Species at Risk Studies (including vegetation, birds, bats, mammals, fish, reptiles, anurans, etc.) and Approvals
- Site Natural Design and Restoration

Stream C: Geosciences and Contaminated Sites

- Geosciences (Soil, Sediment, Groundwater, Surface Water Study) and Phase 1 and 2 Environmental Site Assessment (ESA)
- Legacy/Contaminated Sites Management, Risk Assessment and Remedial Planning
- Excess Soils Characterization and Management
- Aggregate Resources Planning and Management

Stream D: Geohazards Engineering

- Geohazards Engineering (e.g., Water, Rockfall, Slope, Wildfire), Risk Assessment, Mitigation and Management
- Mining Hazard Assessment and Management

Stream E: Corporate Sustainability

- Corporate/Organization and Operational Sustainability Strategy, Planning and Management
- Sustainability Audits (Energy, Waste, Greenhouse Gas – GHG, etc.)
- Sustainability and ESG Reporting
- Climate Action, Adaptation and Resilience Planning
- Graphics and Digital Applications Support

Material Disclosure

Respondents should be advised that ONTC has developed and considered the five (5) Qualified Supplier Roster Discipline Streams and associated specializations/service offerings (as outlined in this RFSQ document), in addition to determination of number of prequalified Supplier firms to be selected for Master Services Agreement, based on current and anticipated ONTC organizational projects, services/needs and priority areas of various size/complexity. Precise needs may vary over the term of this contract, and shall be evaluated and determined at the sole discretion of ONTC. The intention to consider multi-disciplinary Suppliers (i.e., Qualified Supplier Roster Discipline Stream A) in addition to more specialized Suppliers in select fields (i.e., Qualified Supplier Roster Discipline Streams B through E) was intentionally designed to provide a reasonable level of balance and opportunity for firms of variable size, experience, specialization and make-up to participate in this prequalification procurement for professional environmental consulting services.



PART 4

REQUEST FOR SUPPLIER QUALIFICATIONS

FORM OF SUBMISSION

Note: Respondent is required to complete Part 4 in its entirety in order to be considered as having submitted a complete Submission. Part 4 will be provided in Word format to Respondents who return Schedule 2-B – Participation Registration Form.

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 1
QUOTATION SUBMISSION FORM**

RFSQ Number: RFSQ 2025 023

Description: Pre-Qualification of Service providers for Environmental Consulting Services

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

1. Respondent Information

Please fill out the following form, naming one (1) person to be the contact for this RFSQ response and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between ONTC and the Respondent unless and until ONTC and the Respondent execute a written agreement for the Services.

3. Ability to Provide Services

The Respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the services required. The Respondent represents and warrants its ability to provide the services in accordance with the requirements of the RFSQ.

4. Addenda

The Respondent is deemed to have read and taken into account all addenda issued by ONTC prior to the deadline for issuing Addenda.

**PART 4 - FORM OF SUBMISSION
SUBMISSION FORM 1 *cont'd*
QUOTATION SUBMISSION FORM**

5. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

6. Conflict of Interest

The Respondent must declare all potential Conflicts of Interest, as defined in Part 1, Section 4.4 of the RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response; **AND** (b) were employees of ONTC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- The Respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the Respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the Respondent declares an actual or potential Conflict of Interest by marking the box above, the Respondent must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

The Respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of this response by ONTC to the advisers retained by ONTC to advise or assist with the RFSQ process, including with respect to the evaluation of this response.

8. Procurement Restrictions

The Respondent acknowledges that ONTC reserves the right, in its sole discretion, to disqualify any Respondent that is a U.S. Business as defined in Proposal Form 2.

9. MSA Execution

The Respondent agrees to execute the MSA within ten (10) Working Days of receipt of the MSA.

**PART 4 - FORM OF SUBMISSION
SUBMISSION 1 *cont'd*
QUOTATION SUBMISSION FORM**

10. No Reimbursement

The Respondent acknowledges that they have no right to reimbursement by ONTC for expenses, both direct and indirect, which may have been incurred by us in preparing this Proposal or otherwise participating in the RFSQ Process.

Signed and submitted for and on behalf of:

Service
Provider:

(Company Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature:

I have authority to bind the corporation.

Name and Title:

Email:

Dated at _____ this _____ day of _____, 2025.

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 2
RESPONDENT’S GENERAL INFORMATION**

The Respondent must complete this document and submit it as part of their Submission.

Name <i>Please indicate the complete legal name of the firm</i>	
Tax Registration # (HST)	
Tax Registration # (GST)	
Tax Registration # (QST)	
Address	
Telephone Number	
Web Address	
Please indicate any other name(s) under which the firm operates <i>(if applicable)</i>	

Owner Partnership Corporation

Ontario Business: Yes No

“Ontario Business”: A supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either has its headquarters or a main office in Ontario or has at least 250 full-time employees in Ontario at the time of this RFSQ.

Canadian Business: Yes No

“Canadian Business”: A supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either has its headquarters or a main office in any province or territory within Canada or has at least 250 full-time employees in any one province or territory within Canada at the time of this RFSQ.

U.S. Business: Yes No

“U.S. Business”: A supplier, manufacturer or distributor of any business structure (including a sole proprietorship, partnership, corporation or other business structure) that (i) has its headquarters or main office located in the U.S., and (ii) has fewer than 250 full-time employees in Canada at the time of the applicable procurement process. If a Respondent is a subsidiary of another corporation, part 1 of the definition above is met if that Respondent is controlled by a corporation that has its headquarters or main office located in the U.S.

If the Respondent has not demonstrated eligibility with a “No” response to being a U.S. Business, ONTC reserves the right, in its sole discretion, to disqualify the Respondent.

PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 2 *cont'd*
RESPONDENT'S GENERAL INFORMATION

Canadian Trade Partner Country: Yes No

“Canadian Trade Partner Country”: A country that is signatory to one or more of the following trade agreements:

- Comprehensive Economic and Trade Agreement (CETA);
- World Trade Organization's Agreement on Government Procurement (WTO-GPA);
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP); or,
- Canada-UK Trade Continuity Agreement (Canada-UK TCA)

Bill S-211:

ONTC adheres to, and reports under the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act.

1. Is your company required to report under the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes No
2. Is your company compliant with the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes No
3. Has your company been involved in forced and/or child labour in the past? Yes No
If yes, please provide details including the date and action taken to mitigate.

Indicate below your company/business' invoice terms:

Does your company/business have the capability to handle Electronic Funds Transfers?
YES _____ NO _____

If yes, please provide the necessary banking information as part of your submission.

If available, please provide your Dunn & Bradstreet Reference Number:

How many years of experience does your company have in the provision of goods or services proposed herein?

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 3
STREAM SELECTION**

Respondents are required to confirm which Qualified Supplier Roster Discipline Stream(s) they are submitting for, in addition to all associated levels of specialization/service offerings within the Table below.

Please note, the following procurement eligibility rules:

1. Respondents choosing to apply for Qualified Supplier Roster Discipline Stream A (Multi-Disciplinary Environmental Consulting/Engineering) for consideration will not be eligible to apply for any other Qualified Supplier Roster Discipline Streams (i.e., B through E, respectively).
2. Respondents not choosing to apply for Qualified Supplier Roster Discipline Stream A (Multi-Disciplinary Environmental Consulting/Engineering) will be eligible to apply for one or more of Qualified Supplier Roster Discipline Streams B through E, respectively, for consideration.

Sections which do not apply should be intentionally left blank by the Respondent.

Table: Respondent Confirmation of Qualified Supplier Roster Discipline Stream and Specialization

Qualified Supplier Roster Discipline Stream	Confirmation
<p>A. Multi-Disciplinary Environmental Consulting/Engineering</p> <p><i>Note:</i> Respondents must score and demonstrate at least 85% (i.e., minimum 26 out of 30 specialization selections below) to be eligible for Discipline Stream A – Multi-Disciplinary Environmental Consulting/Engineering consideration.</p>	<p style="text-align: center;"><input type="checkbox"/></p> <p>By checking this box, Respondent confirms intention to apply to Qualified Supplier Roster Discipline Stream A</p>
<p><u>Specialization:</u> (Note: Respondents are required to select/declare all specializations/service offerings that apply by checking corresponding box to right)</p>	
1. Environmental Assessment, Management, Compliance and Due Diligence	<input type="checkbox"/>
2. O.Reg. 231/08: Transit and Rail Project Assessment Process (TRPAP)	<input type="checkbox"/>
3. Environmental Permitting and Approvals	<input type="checkbox"/>
4. Natural Heritage Studies and Approvals	<input type="checkbox"/>
5. Fisheries and Fish Habitat Studies and Approvals	<input type="checkbox"/>
6. Species at Risk Studies (including vegetation, birds, bats, mammals, fish, reptiles, anurans, etc.) and Approvals	<input type="checkbox"/>
7. Social and Built Environment Studies	<input type="checkbox"/>
8. Critical Stakeholder Consultation (Government, First Nations, Public, etc.)	<input type="checkbox"/>
9. Environmental Impact Assessment and Management Planning	<input type="checkbox"/>

Qualified Supplier Roster Discipline Stream	Confirmation
10. Site Natural Design and Restoration	<input type="checkbox"/>
11. Geosciences (Soil, Sediment, Groundwater, Surface Water Study) and Phase 1 and 2 Environmental Site Assessment (ESA)	<input type="checkbox"/>
12. Legacy/Contaminated Sites Management, Risk Assessment and Remedial Planning	<input type="checkbox"/>
13. Excess Soils Characterization and Management	<input type="checkbox"/>
14. Aggregate Resources Planning and Management	<input type="checkbox"/>
15. Geohazards Engineering (e.g., Water, Rockfall, Slope, Wildfire), Risk Assessment, Mitigation and Management	<input type="checkbox"/>
16. Mining Hazard Assessment and Management	<input type="checkbox"/>
17. Cultural Heritage and Archaeological Studies	<input type="checkbox"/>
18. Air Quality, Noise and Vibration Studies	<input type="checkbox"/>
19. Hydrology, Hydraulics and Water Resources Engineering	<input type="checkbox"/>
20. Civil and Geotechnical Engineering	<input type="checkbox"/>
21. Surveying and Remote Sensing	<input type="checkbox"/>
22. Building Condition Assessment and Designated Substances Survey (DSS)	<input type="checkbox"/>
23. Emergency and Incident Response	<input type="checkbox"/>
24. Geomatics and Geographic Information Systems (GIS) Analysis and Technical Support Services	<input type="checkbox"/>
25. GIS-Based Digital Tools and Applications	<input type="checkbox"/>
26. Corporate/Organization and Operational Sustainability Strategy, Planning and Management	<input type="checkbox"/>
27. Sustainability Audits (Energy, Waste, Greenhouse Gas – GHG, etc.)	<input type="checkbox"/>
28. Sustainability and ESG Reporting	<input type="checkbox"/>
29. Climate Action, Adaptation and Resilience Planning	<input type="checkbox"/>
30. Graphics and Digital Applications Support	<input type="checkbox"/>
Total Specialization Selections (Discipline Stream A)	[INSERT] / 30
<p>B. Natural Heritage</p> <p><u>Note:</u> Respondents must meet and demonstrate all specialization selections below to be eligible for Discipline Stream B – Natural Heritage.</p>	<input type="checkbox"/> By checking this box, Respondent confirms intention to apply to Qualified Supplier Roster Discipline Stream B
<p><u>Specialization:</u> (Note: Respondents are required to select/declare all specializations/service offerings that apply by checking corresponding box to right)</p> <p>1. Natural Heritage Studies and Approvals</p>	<input type="checkbox"/>

Qualified Supplier Roster Discipline Stream	Confirmation
2. Fisheries and Fish Habitat Studies and Approvals	<input type="checkbox"/>
3. Species at Risk Studies (including vegetation, birds, bats, mammals, fish, reptiles, anurans, etc.) and Approvals	<input type="checkbox"/>
4. Site Natural Design and Restoration	<input type="checkbox"/>
<p>C. Geosciences and Contaminated Sites</p> <p><u>Note:</u> Respondents must meet and demonstrate all specialization selections below to be eligible for Discipline Stream C – Geosciences and Contaminated Sites.</p>	<input type="checkbox"/> By checking this box, Respondent confirms intention to apply to Qualified Supplier Roster Discipline Stream C
<p><u>Specialization:</u> (Note: Respondents are required to select/declare all specializations/service offerings that apply by checking corresponding box to right)</p>	
1. Geosciences (Soil, Sediment, Groundwater, Surface Water Study) and Phase 1 and 2 Environmental Site Assessment (ESA)	<input type="checkbox"/>
2. Legacy/Contaminated Sites Management, Risk Assessment and Remedial Planning	<input type="checkbox"/>
3. Excess Soils Characterization and Management	<input type="checkbox"/>
4. Aggregate Resources Planning and Management	<input type="checkbox"/>
<p>D. Geohazards Engineering</p> <p><u>Note:</u> Respondents must meet and demonstrate all specialization selections below to be eligible for Discipline Stream D – Geohazards Engineering.</p>	<input type="checkbox"/> By checking this box, Respondent confirms intention to apply to Qualified Supplier Roster Discipline Stream D
<p><u>Specialization:</u> (Note: Respondents are required to select/declare all specializations/service offerings that apply by checking corresponding box to right)</p>	
1. Geohazards Engineering (e.g., Water, Rockfall, Slope, Wildfire), Risk Assessment, Mitigation and Management	<input type="checkbox"/>
2. Mining Hazard Assessment and Management	<input type="checkbox"/>
<p>E. Corporate Sustainability</p> <p><u>Note:</u> Respondents must meet and demonstrate all specialization selections below to be eligible for Discipline Stream E – Corporate Sustainability.</p>	<input type="checkbox"/> By checking this box, Respondent confirms intention to apply to Qualified Supplier Roster Discipline Stream E
<p><u>Specialization:</u> (Note: Respondents are required to select/declare all specializations/service offerings that apply by checking corresponding box to right)</p>	

Qualified Supplier Roster Discipline Stream	Confirmation
1. Corporate/Organization and Operational Sustainability Strategy, Planning and Management	<input type="checkbox"/>
2. Sustainability Audits (Energy, Waste, Greenhouse Gas – GHG, etc.)	<input type="checkbox"/>
3. Sustainability and ESG Reporting	<input type="checkbox"/>
4. Climate Action, Adaptation and Resilience Planning	<input type="checkbox"/>
5. Graphics and Digital Applications Support	<input type="checkbox"/>

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 4
EXPERIENCE AND QUALIFICATIONS**

The Respondent shall respond to the following requirements by using this form or a separate document, presented in accordance with the following order and numbering:

1. Company Profile

Respondents must provide a high-level introduction and overview of their organization (e.g., background/history, business model and governance, primary industries serviced, overall experience/specialization, operational regions, office locations and staffing, any notable industry recognition and/or awards, etc.) and demonstrate the Respondent's experience and qualifications performing similar environmental consulting services across the rail, transportation and infrastructure industry which are the same or similar to the services required in this RFSQ.

2. Description of Services, Experience and Qualifications

Respondents are required to provide a detailed written summary and description of major business lines, experience, project work, technical knowledge, qualifications/specialization and professional service offerings relevant to the Services requested by ONTC.

*Note, respondents are required to demonstrate and highlight cases, content and/or examples which support the Qualified Supplier Roster Discipline Stream(s) being applied for. Notable rail, transportation and infrastructure project/work experience should be suitably highlighted, in addition to any other relevant examples which may add value. Any sub-consultant arrangements/relationships for service offerings should be clearly stated. Overall, the information and cases provided should clearly and thoroughly support the respondent's proposal for candidacy in meeting the services required by ONTC.

3. Project Management and Delivery Approach

Respondents must provide details about the project management and delivery approach, which is typical of the firm, and what ONTC will receive, to ensure good standard of care/best practices, optimal efficiency, effectiveness, quality, consistency and positive project/engagement results and outcomes.

This should include description of how the respondent firm navigates various project phases, such as project conceptualization, scoping and work planning, resource allocation, project execution, safety matters, quality control, preparation/submittal of Services and higher-level oversight.

Respondents should further describe their approach to assigning and managing key project personnel (including any sub-consultants), ensuring sound hierarchy and communication between work teams as well as the client, tracking key milestones, in addition to sound document management, scheduling and invoicing practices. Respondents should outline how quality technical services will be delivered to ONTC on time and budget.

4. Project Team and Hierarchy

Respondents are required to clearly outline and present the proposed project team and hierarchy that will support the ONTC engagement, complete with key personnel, titles/roles, qualifications and experience across functional groups, as needed. Further, any/all sub-consultants must be clearly acknowledged, with all key personnel similarly described. An effective, well-defined flow chart/visual illustrating team hierarchy should be developed and provided within the respondent's proposal, for ONTC review, reference and evaluation.

*Note, respondent key personnel must have good, requisite experience/qualification and also availability to work on ONTC projects which may arise, in line with typical professional consulting standards, best practices and quality of care.

5. Project Profiles

As part of proposal submission, Respondents are required to prepare and submit five (5), formal project profiles (i.e., project references), for ONTC review, evaluation and consideration. Project references should serve as effective examples to communicate the firm's relevant, representative experience, skills, services and outcomes. Project references should be kept brief, limited to approximately half a page in length each, and include Project Name, Location, Date, Client (if feasible), Contract Value (if feasible), Description, Summary of Role and Benefit/Outcome, as well as Client Contact information. The Project Profiles Form template (as included in Appendix D) should be completed by the respondent and copied/inserted directly within the body of the respondent's Technical Submission write-up.

6. Personnel Curriculum Vitae (CVs)

Respondents are required to prepare, compile and submit *Curriculum Vitae (CVs)* for all key project personnel who will be called to work on ONTC engagements, as needed. Any sub-consultant personnel CVs (as applicable) must similarly be included in this format. Note, personnel CVs must be kept condensed to ensure readability – limited to one (1) page in length per individual, and should capture/include the following elements:

- Name
- Role/Title
- Education and Qualifications
- Professional Affiliations
- Years of Experience
- Specialties
- List of Relevant Project Experience

7. Overall Understanding of Needs and Impression of Bid

*Note: this area of scoring is not intended to be a specific section within respondent proposal write-up, but rather something that is overall conveyed/communicated throughout.

As part of bid/proposal evaluation, ONTC will broadly review and consider the respondent's overall understanding of its business/operations and potential needs in offering professional environmental consulting services. Further, ONTC will review, consider and evaluate the

overall impression of each respondent bid, including professional design/style (i.e., “look and feel”), clarity, readability, organization, sound messaging, use of effective visuals, satisfactory examples/cases, quality/care and general completeness of proposal.

8. Mandatory Technical Requirements

- Proof that Respondent is fully licensed and insured to work within Ontario, with good professional standing.
- Demonstrate applicable Rail, Transportation and Infrastructure-related work experience within Ontario and Canada.
- Demonstrate ability to deliver quality professional services and prepare technical documents in English language, as required.
- Good availability of assigned staff to work on ONTC’s projects, as needed.
- Demonstrate the ability to deploy staff and resources to ONTC sites for project work in a timely and effective manner, as needed/required.

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 5
PROJECT PROFILES**

Respondents are required to complete the Project Profiles Form tables below and include as part of proposal package submission. Note, a total of five (5) project profiles/references are required, demonstrating notable, representative projects by the Respondent. Project reference tables should be kept generally summarized/condensed, limited to a maximum of half a page per table entry (i.e., in terms of total page space).

[Insert Respondent Name] – Project Reference #1	
Project Name:	
Project Location:	
Project Date:	
Client: (if feasible)	
Contract Value: (if feasible)	
Description, Summary of Role and Benefit/ Outcome:	
Client Contact:	[Insert Name, Position, Phone Number and Email]

[Insert Respondent Name] – Project Reference #2	
Project Name:	
Project Location:	
Project Date:	
Client: (if feasible)	
Contract Value: (if feasible)	
Description, Summary of Role and Benefit/ Outcome:	
Client Contact:	[Insert Name, Position, Phone Number and Email]

[Insert Respondent Name] – Project Reference #3	
Project Name:	
Project Location:	
Project Date:	
Client: (if feasible)	
Contract Value: (if feasible)	
Description, Summary of Role and Benefit/ Outcome:	
Client Contact:	[Insert Name, Position, Phone Number and Email]

[Insert Respondent Name] – Project Reference #4	
Project Name:	
Project Location:	
Project Date:	
Client: (if feasible)	
Contract Value: (if feasible)	
Description, Summary of Role and Benefit/ Outcome:	
Client Contact:	[Insert Name, Position, Phone Number and Email]

[Insert Respondent Name] – Project Reference #5	
Project Name:	
Project Location:	
Project Date:	
Client: (if feasible)	
Contract Value: (if feasible)	
Description, Summary of Role and Benefit/ Outcome:	
Client Contact:	[Insert Name, Position, Phone Number and Email]

Note: ONTC may, in its sole discretion as part of this tender evaluation process, confirm the Respondent's experience in the projects identified by contacting the named contacts above.

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 6
HEALTH, SAFETY AND ENVIRONMENTAL**

Respondents shall review the attached Health and Safety Policy Statement and include the following with their Proposal:

1. Submit a copy of the most recent version of your Health, Safety, and Environmental Protection Policy.
2. Submit the attached Contractor Health and Safety Responsibility Agreement.

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 7
CLAIMS**

Submit an up to date list of outstanding, pending or anticipated claims, proceedings, liens or other legal claims, actions or proceedings.

**PART 4 – FORM OF SUBMISSION
SUBMISSION FORM 8
COMPLIANCE WITH CONTRACT DOCUMENTS**

The Respondent may suggest changes to the Draft Agreement included in Part 5 of this RFSQ using the table below. ONTC does not have any obligation to accept any proposed changes to the Draft Agreement and will do so in its sole discretion. Significant material proposed changes to the Draft Agreement may impact the evaluation of the Respondent’s proposal. ONTC will not accept any material changes to the clauses in the Draft Agreement relating to Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).

Exception	Contract, Schedule, Article, or Sub-Clause	Existing Wording	Respondent's Proposed Wording	Reason for Proposed Change
1				
2				
3				
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16				

**PART 4 - FORM OF SUBMISSION
SUBMISSION FORM 9
SCHEDULE A - RATE SCHEDULE**

Please refer to the separate Schedule A – Rate Schedule excel worksheet. This form must be completed as part of the Proposal. Rate shall be calculated as follows:

RATE EVALUATION METHOD

The **Price Submission (20 points)** will be evaluated independently (i.e., “secondary envelope”) from the Technical Submission component.

In preparing the Pricing Submission, each respondent is required to complete and submit the “**Rate Schedule**” MS Excel sheet provided under this form as a separate attachment. Respondents must first clearly input their organization name as well as the applicable Qualified Supplier Roster Discipline Stream(s) being applied for (i.e., Streams A through E, respectively – refer to Part 3 – Scope of Work).

Within the Rate Schedule Excel sheet, Respondents are required to accurately specify their Personnel Rates (i.e., consulting fee incurred per hour) that will apply to the ONTC engagement/Master Service Agreement **for all levels of Classification roles/positions listed**. Please be advised, no personnel rate fields may be left blank.

Respondent personnel rates must be specified for **two, consecutive time-periods corresponding to ONTC’s “Fiscal Year (FY)” calendar**, as outline below:

- **FY-2026** (i.e., April 1, 2025 to March 31, 2026)
- **FY-2027** (i.e., April 1, 2026 to March 31, 2027)

Respondents should note, that ONTC has applied a fixed “**ONTC Scoring Weighting**” column to the Rate Schedule Excel sheet, which shall serve as a multiplier for relative rate evaluation among vendors. This scoring weighting is based on the relative, estimated need/importance and general, projected utilization of the role/position, as determined by ONTC. The scoring weight ranges from 1 to 10 range; with 1 being lowest (i.e., less relevant) and 10 being highest (i.e., most relevant).

Pricing will be scored based on a relative pricing formula using the Rate Schedule rates set out in the pricing form, with lower price scored more favorably. Each respondent will receive an overall price score (i.e., “Total Price Component Points”), which will reflect the total, relative Respondent points earned out of a possible 20 allocated points. The respondent with the lowest overall rates, as calculated, will receive 20 out of 20 possible points.

Note: ONTC will conduct an independent evaluation for each Qualified Supplier Roster Discipline Stream (i.e., A through E, respectively). As such, only respondent Price Proposals falling within the same Qualified Supplier Roster Discipline Stream will be scored against one another.

PART 4 - FORM OF SUBMISSION
SUBMISSION FORM 9 *cont'd*
RATE SCHEDULE

Price points will be calculated in accordance with the following steps/formulas:

1. For each Respondent role/position, the AVERAGE RATE will be derived considering FY-2026 and FY-2027 rates.
2. For each Respondent role/position, the AVERAGE RATE will be multiplied by the associated ONTC SCORING WEIGHTING to calculate the RATE SCORE
3. For each Respondent role/position, the “minimum-respondent RATE SCORE” will be divided by the “respondent RATE SCORE” to derive the RELATIVE ROLE/POSITION POINTS (i.e., 0 to 1 score) for each respondent.
4. For each Respondent, all RELATIVE ROLE/POSITION POINTS rows will be added to derive the SUM POINTS for each respondent.
5. For each respondent, the SUM POINTS will be divided by the “maximum-respondent SUM POINTS” and multiplied by 20 (i.e., the Price Component scoring) to derive the relative TOTAL PRICE COMPONENT POINTS for each respondent.

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing information by completing the attached pricing MS Excel spreadsheet form and including it in their Submission.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately unless otherwise indicated in the requested pricing information, rates quoted by the Respondent must be all-inclusive and must include all labour and any associated/other overhead, including any fees or other charges required by law.



PART 5

REQUEST FOR SUPPLIER QUALIFICATIONS

MASTER AGREEMENT

MASTER CONSULTING SERVICES AGREEMENT

THIS MASTER CONSULTING SERVICES AGREEMENT is made effective **XX** (the “Effective Date”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

AND

XX

(the “Consultant”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

1. **Definitions.** In this Agreement, the following terms have the corresponding meanings:

“**Agreement**” means this Agreement and all attached Schedules;

“**Background Intellectual Property**” means any work of the Consultant, that:

- (a) existed before the Consultant commenced providing any Services to ONTC;
- (b) was developed independent of or not exclusively pursuant to the Services; or
- (c) constitutes processes, methodologies, experience and know-how of the Consultant, including incremental improvements thereto, learned or developed by the Consultant during the performance of the Services, or is developed pursuant to this Agreement but is generic, generally applicable to, or standard in the Consultant’s business,

except to the extent such Background Intellectual Property incorporates ONTC provided Intellectual Property or ONTC Confidential Information.

“**Confidential Information**” includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential that was prepared by or received from ONTC, its subsidiaries, representatives or agents and all other information related to the Agreement or acquired in connection with the Agreement. “Confidential Information” does not include any portions of the Confidential Information that (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the Consultant; or (c) is received from an independent third party who had obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality owed to ONTC;

“Conflict of Interest” means any actual or potential conflict of interest including, but not limited to:

- (a) Situations or circumstances that could compromise the ability of the Consultant to perform its obligations under the Agreement; and,
- (b) The offer or giving of a benefit of any kind by or on behalf of the Consultant to anyone employed by or otherwise connected with ONTC.

“Consultant Contact” means the person designated by the Consultant as their contact person for the Services or a Project;

“Consultant Parties” means the Consultant and its directors, officers, principals, partners, employees, contractors and agents and those for whom it is in law responsible;

“Deliverables” mean items for each Project that are to be provided by the Consultant as described in the Statement of Work for each Project;

“Disclosing Party” means the Party disclosing Confidential Information;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31*, as amended, or any successor or replacement thereof;

“Force Majeure Event” means an event or a cause beyond the control of a Party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, quarantine restriction, strike, lockout or other labour disturbance, major equipment malfunction, governmental embargo, government priorities, or changes in the laws; provided such event is not caused by the affected Party’s negligence or failure to exercise reasonable diligence. A Force Majeure event or cause does not include an inability to pay;

“Hourly Rate” means the amounts set out in Schedule B;

“Intellectual Property” means any improvement, invention or discovery, whether or not patented or patentable, any technical data, know-how or trade secret, any design, any computer software or any work subject to copyright, whether or not such design or copyright is registered or registrable and all Intellectual Property rights contained, embedded or disclosed in the Services;

“Loss” or **“Losses”** includes any loss, liability, damage, cost, fine, legal cost and disbursement whatsoever arising out of or related to the Services, a Project, or this Agreement, whether in contract, tort or otherwise;

“Moral Rights” includes all moral rights arising under the *Copyright Act, R.S.C. 1985, c. C-42* and any foreign copyright or related act or law;

“Notice” includes notification or communication required or permitted to be given by one party to the other party under this Agreement;

“ONTC Contact Person” means the person designated in writing by ONTC as the contact person for this Project;

“ONTC Parties” means ONTC and its officers, directors, employees, contractors and agents and those for whom ONTC is in law responsible;

“ONTC’s Requirements” consists of written requirements and information provided by ONTC to the Consultant for the Services or a Project;

“Personal Information” means information that relates to an identifiable individual or that identifies or may identify an individual as defined in section 2 of FIPPA and specifically includes Personal Information about ONTC Parties and ONTC’s customers or third parties who interact with ONTC;

“Personnel” includes all principals, partners, employees, contractors and subcontractors of the Consultant;

“Price” means the amount to be paid by ONTC for the Services to be provided for a Project under a Statement of Work, which may be on the basis of a flat fee, reimbursement or hourly rates as set out in such Statement of Work. The Price shall include all costs, expenses and disbursements required to perform the Services;

“Privacy Laws” means any applicable law related to privacy or protection of Personal Information, including without limitation FIPPA;

“Project” means a project described in a Statement of Work;

“Receiving Party” means the Party receiving Confidential Information, and includes all Consultant Parties or ONTC Parties, as the case may be;

“Services” means those services described in the workstream(s) set out in Schedule A – Scope of Work, as further detailed for each Project in the relevant Statement of Work;

“Standard of Care” has the meaning set out in Section 11;

“Statement of Work” means the description of the Services, Workplan and Price required for each Project as agreed by the Parties;

“Workplan” means the workplan contained in a Statement of Work; and

“Work Product” includes all Deliverables and Intellectual Property produced by or resulting from (a) the Services rendered by the Consultant, or which are otherwise developed or first reduced to practice by the Consultant in the performance of the Services, and (b) the Background Intellectual Property which is incorporated into the Deliverables, or required for the ONTC Parties’ use of the Services for the purposes for which they are provided pursuant to this Agreement, it being understood that all such rights in the Background Intellectual Property are being licensed to ONTC as provided for herein.

2. **Construing this Agreement.** This Agreement is to be construed and interpreted with all changes in number and gender as may be required by the context. The obligations of the parties contained in this Agreement have, where applicable, the status of representations,

warranties and covenants by the respective obligated party. Time is of the essence of this Agreement, including if any extension of time is permitted.

3. **Contract Documents.** The following Schedules attached hereto form part of this Agreement:

Schedule A – Services/Scope of Work

Schedule B – Consultant’s Proposal

4. **Precedence.** Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:

- (a) The Statement of Work for a Project;
- (b) The body of this Agreement;
- (c) Schedule A (Services/Scope of Work);
- (d) Schedule B (Consultant's Proposal); and,
- (e) Any other documents incorporated by reference in any of the foregoing.

PARTICULARS OF THIS AGREEMENT

5. **Retainer.** By entering into this Agreement, the Consultant is prequalified to provide Services to ONTC and shall have the opportunity to bid on providing such Services for Projects pursuant to the process set out in ONTC’s RFSQ 2025 023. If retained by ONTC to provide Services for a Project, the Consultant shall provide those Services to ONTC under the general direction and control of ONTC and subject to the provisions of this Agreement and the Statement of Work for the Project.
6. **No Guarantee of Services.** ONTC is not guaranteeing the Consultant will be requested to provide any minimum amount or quantity of Services under this Agreement. ONTC’s retainer of the Consultant to provide the Services is not exclusive. ONTC may engage other consultants to provide all or part of the Services or similar services at its sole discretion. The Consultant shall provide all reasonable cooperation as may be required by such third parties.
7. **Maximum.** The maximum amount payable by ONTC to the Consultant under a Statement of Work is the Price set out in the Statement of Work.
8. **Services.** The Services which are the subject of this Agreement are environmental consulting services, more particularly described in Schedule A. The parties may amend the Services in a Statement of Work or by agreement in writing or pursuant to the change order process in this Agreement. The Services shall be provided as required by ONTC.
9. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect for a term of two years unless terminated earlier pursuant to the provisions of this Agreement (the “Term”).

10. **Representations by the Consultant.** The Consultant represents and warrants:
- (a) the Consultant has received, read and understands ONTC's Requirements and will comply with ONTC's Requirements;
 - (b) the Consultant has the financial means to meet its obligations to its employees and subcontractors and to perform the Services;
 - (c) the Consultant has at its disposal and will continue to have throughout the term of this Agreement sufficient competent Personnel and equipment in good working order to perform the Services as required by the terms of this Agreement and the Personnel it assigns to perform the Services, whether directly or through subcontractors, have substantial knowledge and experience with the work required;
 - (d) the Consultant possesses all licenses, approvals, permits, registrations, professional designations and memberships necessary to perform the Services; and
 - (e) there are no pending, threatened, or anticipated claims or litigation against Consultant or other circumstances that would have a material effect on the financial ability of the Consultant to perform the Services.
11. **Standard of Care.** The Consultant (i) shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided; and (ii) shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise (the "Standard of Care"). Any Services provided by subcontractors shall meet or exceed the Standard of Care and the Consultant shall be fully responsible therefor.
12. **Vendor Performance.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Consultant's performance of its obligations under this Agreement. The performance evaluation of the Consultant for the supply of these Services will be used in the assessment of the Consultant's proposals in response to future procurements. The performance evaluation may also result in the Consultant being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.

SERVICES

13. **Development of a Statement of Work.** For each Project, ONTC shall provide the Consultant with a description of the Services required for that Project. Within fourteen calendar days of receipt of the Project description, the Consultant shall, in consultation with ONTC, prepare and present to ONTC a proposal, in the form requested by ONTC, for the provision of the Services for the Project, which proposal shall include, unless agreed otherwise, the scope of work, Deliverables, assigned Personnel, Workplan and Price. The parties shall confirm in writing their agreement, which shall form the Statement of Work for the Project. The Statement of Work shall include any agreed upon changes to this Agreement and the Schedules to this Agreement for the Project that is the subject of the Statement of Work. Any changes to the Statement of Work thereafter shall be made pursuant to the change order process set out in this Agreement.

14. **Workplan.** All Services must be completed strictly in accordance with the Workplan in the Statement of Work. If any of the Services are not completed in strict accordance with the Workplan in the Statement of Work, the Consultant shall be responsible for any resulting Losses suffered by ONTC.
15. **Licensing.** Design services shall be provided by design professionals licensed in the Province of Ontario who have been retained by the Consultant or are employees of the Consultant and all design documents shall be properly sealed or stamped, as applicable, by licensed design professionals. The Services shall comply with, and be based upon, ONTC's Requirements for the Project. If in the Consultant's reasonable opinion ONTC's Requirements may not be functional, the Consultant shall promptly so advise ONTC in writing and the Parties shall address such flaw through the change order process in this Agreement.
16. **Adequacy of Services.** The Services will be cost effective and functional such that they meet, but do not exceed, ONTC's Requirements unless ONTC provides written direction in accordance with this Agreement. ONTC shall be the sole judge of the adequacy of the Services received and their value.
17. **Defective Services.** ONTC shall be the sole judge of the adequacy of the Services received and their value. If ONTC determines that any Services or Deliverables are not in conformity with the terms and conditions of this Agreement or a Statement of Work including the Standard of Care, ONTC shall advise the Consultant who shall, except as otherwise provided in this Agreement, immediately correct at its own cost and expense the defective Services or Deliverables, except to the extent such non-conforming Services or Deliverables were caused by a person who is not a Consultant Party. Provided that if the quality of the Services or Deliverables is such that ONTC determines that the Consultant is not able to provide the Services in accordance with the Standard of Care or within the terms of this Agreement or a Statement of Work, ONTC may terminate this Agreement in accordance with the early termination provisions of this Agreement. Even if the Consultant disputes that the Services or Deliverables are defective, it shall forthwith proceed with the remedial actions and such dispute shall be determined in accordance with the dispute resolution provisions of the Agreement following the correction of the work in question.
18. **Reports.** The Consultant shall, at the times specified by ONTC in the Statement of Work for a Project, and at other times upon request of ONTC, provide reports to ONTC, in a form and substance satisfactory to ONTC, about the Services and the Project, which reports shall include:
 - (a) opinions regarding the progress and resolution of the Services;
 - (b) anticipated variances in the Price;
 - (c) anticipated or current variances in the Workplan; and,
 - (d) mitigation plans for eliminating any negative variances in either (b) or (c).
19. **Possession.** ONTC may take possession of and use any completed or partially completed Deliverables.
20. **Workplan.** Subject to any changes made pursuant to the change order process, the Consultant shall provide the Services within the time specified in the Statement of Work and

shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. If the Consultant fails to meet the Workplan in the Statement of Work, ONTC may, at the sole cost of the Consultant, retain other persons to complete the Services, and deduct the cost of such retention from any money payable by ONTC to the Consultant.

21. **Personnel.** The Consultant shall provide the Services through Personnel approved in writing by ONTC. The preliminary list of Personnel is set out in Schedule B. The Consultant shall not change the Personnel providing the Services without ONTC's prior written approval. The Consultant shall coordinate the activities of their Personnel and be solely responsible for payment of all costs associated with the Personnel. The Consultant shall be responsible for every act or omission of the Personnel providing the Services to ONTC.
22. **Subcontractors.** The Consultant may, with the prior written approval of ONTC, engage subcontractors to assist with provision of the Services and such subcontractors shall agree in writing to abide by the terms and conditions of this Agreement and, specifically, the Intellectual Property ownership provisions. The Consultant shall coordinate the activities of such subcontractors and, shall be liable to ONTC for all Losses related to such subcontractors and shall pay the direct costs of such subcontractors.
23. **Replacement of Personnel.** ONTC may, at any time during the provision of the Services, request the replacement of any Consultant Party where the conduct of the person jeopardizes the safety of ONTC's operations or the Services or the proper progress of the Services or where the person does not interact in a professional manner with ONTC. Immediately upon receipt of the request, the Consultant shall make arrangements to appoint an acceptable replacement. The Consultant shall indemnify and hold ONTC harmless from and against any damages, costs, expenses, claims, injuries and other liabilities suffered by ONTC arising from the conduct of the Consultant Party that is being replaced.
24. **Use of ONTC Equipment.** The Consultant may during the provision of Services use ONTC equipment, including vehicles at its own risk and with the prior approval of ONTC. The Consultant shall be responsible for any damage to ONTC property or any third party's property or any bodily injury to or death of any person relating to the Consultant's use of ONTC equipment. ONTC makes no representations that its equipment is in good working or is suitable for any particular purpose and ONTC shall not be responsible for any injuries to or death of Personnel of the Consultant or damage to any property of the Consultant which results from the use by the Consultant of ONTC equipment. The Consultant shall indemnify and hold harmless ONTC for any claims for Losses made against ONTC relating to the use by the Consultant of ONTC equipment.
25. **Software.** The Consultant shall consult with ONTC and obtain prior written approval for the use and type of software in its generation of the Deliverables. The Consultant will be required to provide the Deliverables using the approved versions of the software which are in use in the industry and by ONTC.
26. **Deliverables.** The provision of all information, documents and Deliverables by the Consultant to ONTC shall be in the native file format as approved by ONTC and a PDF. The Consultant shall not charge ONTC any additional fee for the provision of the Deliverables in their native file format. The Consultant shall not be held liable for native file format files to the extent they are subsequently amended or changed by ONTC without the consent of the Consultant.

27. **ONTC Responsibilities.** ONTC shall use reasonable efforts to make available any relevant reports, background information, data, drawings, plans, surveys and any other materials relevant to the Services, which are in its possession, for use by the Consultant, and shall make available, at reasonable times, ONTC employees for the purpose of any necessary consultation.
28. **Regulatory Approval.** Unless otherwise provided in this Agreement, where the Services or Deliverables are subject to the approval or review of an authority, government or agency other than ONTC, applications for such approval or review shall be the responsibility of the Consultant. The Consultant shall submit such applications through ONTC, and, unless authorized by ONTC, the Consultant shall not seek or obtain any such approval or review by direct contact with such authority, government or agency.

CHANGES AND DEFECTS

29. **Changes.** Changes of any kind to the Services in a Statement of Work shall only be made by the Consultant upon receipt of a written change order signed by an authorized member of each Party (each, a "Change Order") or a Change Directive. ONTC may at any time by issuing a Change Directive (as defined below) make any change in the Services to be provided for a Statement of Work. The Change Order shall specify any agreed adjustment to the Price in respect of the change in Services and any agreed adjustment to the time for performance of the Services, whether an increase or reduction. Any changes to the Price shall be determined by using the Hourly Rates in Schedule B and proven reasonable expenses charged at cost. A Change Order shall represent full payment for all costs and any adjustment to the Workplan associated with the change or changes for which it was issued.
30. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Consultant to proceed with additional or changed work by issuing a directive signed by an authorized member of ONTC (each, a "Change Directive"). Upon receipt of a Change Directive, the Consultant shall immediately proceed with the changes to the Services as identified therein. The Parties shall then seek to finalize a Change Order as soon as commercially reasonable. No modification, addition, deletion or other revision to the Services, Workplan or Price shall be binding on either Party unless set out in a Change Order signed by both Parties or a Statement of Work or an amendment to this Agreement.
31. **Unauthorized Work.** ONTC shall have no liability whatsoever for any claim for payment for additional services provided or costs incurred by the Consultant which have not been authorized in advance by ONTC by way of a Change Order.

INTELLECTUAL PROPERTY

32. **Intellectual Property Rights.** All rights to the Intellectual Property which forms part of the Work Product, excluding the Background Intellectual Property, unless approved by ONTC in writing to the contrary, shall vest in ONTC and is the sole and absolute property of ONTC as and when created. Subject to ONTC's payment of amounts due pursuant to this Agreement, the Consultant hereby irrevocably assigns and conveys, and agrees to assign and convey, without further consideration, all right, title and interest in and to the Intellectual Property in the Work Product, excluding the Background Intellectual Property, in perpetuity and throughout the world, to ONTC and its successors and assigns.

33. **Use of Intellectual Property.** The Consultant shall promptly sign all documents and take all reasonable actions that may be necessary to ensure that ONTC owns all the rights in and to the Work Product Intellectual Property, excluding the Background Intellectual Property. Except for retaining a copy as required by any applicable law, the Consultant shall return to ONTC or destroy, at the option of ONTC, all Intellectual Property in the Work Product at the expiry or termination of this Agreement; provided, however, that the foregoing shall not require the alteration, modification, deletion, or destruction of computer back-up media made in the ordinary course of business, or information required by law to be maintained, provided that any such information is maintained in confidence pursuant to this Agreement. The Consultant shall not under any circumstances use the Work Product for the benefit of any other client of the Consultant.
34. **Licence.** The Consultant shall provide ONTC, at the Consultant's cost, with a perpetual, royalty-free, non-exclusive, fully transferable, fully paid-up licence to:
- (a) use such of the Background Intellectual Property as is required for the use of the Intellectual Property in the Work Product, in whole or in part;
 - (b) disclose any Background Intellectual Property to any person who requires such Background Intellectual Property in respect of any of the actions referred to in (a);
 - (c) use, reproduce, copy, transmit, and modify from any Background Intellectual Property in respect of any of the actions referred to in (a); and,
 - (d) sublicense any or all rights granted to ONTC under this section to any person who provides goods or services to ONTC in respect of any of the actions referred to in (a).

Notwithstanding anything to the contrary herein, and to the fullest extent applicable, Consultant shall retain all common law, statutory, and other reserved rights including copyright in its Background Intellectual Property, standard design elements, and architectural/engineering details that are neither unique to ONTC nor related to the business of ONTC. Consultant shall have no liability for any claims, losses, or damages caused by ONTC's use, alteration, or modification of the project documents, Work Product, Background Intellectual Property, or other Consultant pre-existing materials (i) on other projects or (ii) for purposes outside of the scope of this Agreement, unless ONTC has obtained the Consultant's prior review and written approval.

35. **Moral Rights.** The Consultant waives all Moral Rights in the Work Product as against ONTC, and its successors, assigns and licensees. The Consultant shall ensure that anyone other than the Consultant who has any Moral Rights in the Work Product, waives all such Moral Rights as against the Consultant and ONTC.
36. **Representations.** The Consultant represents and warrants to ONTC as follows:
- (a) There is no claim, demand or suit respecting any part of the Work Product, the Intellectual Property or the Background Intellectual Property.
 - (b) There is no potential claim, demand or suit that the Consultant is aware of respecting the Work Product, the Intellectual Property or the Background Intellectual Property, in whole or in part, that could affect the performance, function or use of the Work Product, Intellectual Property or Background Intellectual Property, in whole or in part, as intended

by this Agreement.

- (c) Before transferring ownership in the Work Product to ONTC, the Consultant is the exclusive owner of, and has good and marketable title to, all the Work Product. Except in regard to the Background Intellectual Property, there is no ownership interest, agreement option or other right, title, benefit, interest or privilege outstanding in favour of any person for the purchase or licence from the Consultant of, or any lien in favour of any other person in, any of the Work Product.
 - (d) The Consultant has the right to grant the licence rights in the Background Intellectual Property and will obtain such rights from subcontractors as required to comply with section 32.
37. **Infringement.** ONTC shall at its sole expense, have the first right to conduct and exercise sole control of any defense of an alleged violation or infringement by a third party of the Intellectual Property in the Work Product. ONTC shall have the sole right to instruct counsel with respect to all steps in such litigation, including the settlement thereof, after consulting in good faith with the Consultant. The Consultant shall co- operate in any such proceeding by providing relevant documents, testimony, and such other assistance as may reasonably be requested by ONTC from time to time.

CONFIDENTIAL INFORMATION.

38. **Use of Confidential Information.** The Receiving Party shall use Confidential Information only for the purposes of this Agreement. Except as provided in this Agreement or in writing by the Disclosing Party, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party. The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party in the same manner and to the same extent that it protects its own Confidential Information.
39. **Destruction of Confidential Information.** Upon the termination of this Agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party. Notwithstanding the aforementioned, the Parties shall be entitled to retain one (1) copy of the Confidential Information for legal purposes. The Parties agree that the obligations under this section will continue to bind the Parties and shall survive the termination of this Agreement, as it relates solely to the retained copy of the Confidential Information.
40. **Disclosure of Confidential Information.** The Receiving Party may disclose Confidential Information if:
- (a) the Disclosing Party consents;
 - (b) the Receiving Party is required by law to disclose it; or
 - (c) the Confidential Information is generally and publicly available.

If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.

41. **Receiving Party Parties.** The Receiving Party shall ensure that all Receiving Party Parties comply with all the provisions of this Agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Receiving Party Parties to do so.
42. **Breach.** If either Party breaches any provision of this Agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other Party and take all necessary steps to limit the extent and impact of the breach.
43. **Injunction.** The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against any breach or threatened breach of any such provision.

PERSONAL INFORMATION

44. **FIPPA.** The Consultant specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Consultant. All information, data, records and materials, however recorded, which has been provided by ONTC to the Consultant in relation to this agreement and which are in the custody or control of ONTC, including Confidential Information and Personal Information are subject to FIPPA (collectively, "FIPPA Records"). For the purposes of this definition, ONTC documents held by the Consultant in connection with this Agreement are considered to be in the control of ONTC. The Consultant shall provide to ONTC any and all FIPPA records within seven (7) business days from the date of ONTC's notice to the Consultant to provide them for the purposes of responding to an access request under FIPPA. ONTC shall in its sole discretion determine what FIPPA records will be disclosed in connection with an access request, in accordance with the requirements of FIPPA. Where the Consultant is collecting Personal Information on behalf of ONTC, the Consultant must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
45. **Purpose.** Personal Information may be received by, created, collected, processed, used, maintained, disclosed, or disposed of by the Consultant only for the purpose of providing the Services under the Agreement, and in strict compliance with Privacy Laws and ONTC policies related to the protection of Personal Information.
46. **Security.** The Consultant will implement appropriate technical and organizational measures designed to keep Personal Information secure and to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. The Consultant shall advise ONTC promptly of any anticipated or actual loss of Personal Information.
47. **Third Party.** The Consultant shall not disclose or transfer any records containing Personal Information to a third party except with the informed prior written consent of ONTC.
48. **Return.** The Consultant shall return all of ONTC's Personal Information when this Agreement ends or earlier if requested by ONTC.

49. **Survival.** The provisions of this Agreement relating to Confidential Information and Personal Information will remain in effect after the expiry or other termination of this Agreement.

CHARGEABLE AMOUNTS

50. **Amounts.** The Consultant may charge ONTC, for the provision of the Services, the Price set out in the relevant Statement of Work.
51. **Upset Limit.** Notwithstanding anything to the contrary contained in this Agreement, ONTC is not required to pay, for the total of all fees and applicable taxes charged for the provision of the Services, any amount greater than the Price for such Services as set out in the relevant Statement of Work, unless such amount is agreed to by the parties through the change order process.
52. **Disbursements and Expenses.** The Consultant shall, at its sole cost, and at no cost to ONTC, except as specifically provided in this Agreement or agreed to by ONTC in writing, obtain and supply all work, labour, Personnel, travel, plant, accommodations, equipment, materials, supplies and administrative, technical or other support necessary to provide the Services, including insurance, local or long distance telephone, facsimile, postage, or other communication costs, and photocopying, printing or other reproduction costs. For greater certainty, the Consultant shall not, unless specifically agreed to by ONTC in writing, charge any such expenses to ONTC and such expenses are deemed to be included in the Price.
53. **Travel Costs.** The Hourly Rates set out in Schedule B are exclusive of any travel costs for the Consultant's Personnel. The Consultant acknowledges that travel expenses must be preapproved by ONTC and will only be approved in accordance with the Management Board of Cabinet Travel, Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive-2020>).
54. **Discontinuance of Services.** Notwithstanding anything to the contrary contained in this Agreement, if ONTC decides at any time, for any reason, to discontinue part or all of the Services, the Consultant shall not charge ONTC for any amount over and above the chargeable fees and disbursements incurred in respect of such discontinued portion of the Services up to the date that ONTC gives to the Consultant Notice of the decision to discontinue that portion of the Services, or a later date if work, already commenced by the Consultant, cannot reasonably be discontinued until such later date.

INVOICES

55. **Submission of Invoices.** The Consultant shall submit its invoice for the performance of the Services to ONTC in accordance with the milestones and payments agreed to by the Parties in a Statement of Work. Invoices shall be submitted to the ONTC Representative and to pay.inv@ontarionorthland.ca. ONTC will review the invoices and, if approved, process the same for payment subject to any dispute or right of set off by ONTC. Any disputed items will promptly be brought to the attention of the Consultant
56. **Content of Invoices.** All invoices shall be fully detailed in their makeup, accompanied by all substantiating details requested by ONTC and must show the applicable taxes as a separate line item and in sufficient detail, a cumulative invoiced to date figure and a monthly updated anticipated forecast final account figure.

57. **No Acceptance.** No payments made by ONTC under this Agreement shall constitute an acceptance of any portion of the Services which is not in accordance with the requirements of this Agreement or the Project Statement of Work.
58. **Records and Audit.** The Consultant shall maintain up-to-date and accurate records, which clearly identify the Consultant's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Consultant shall make available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.
59. **Payment.** Except as otherwise provided for in this Agreement, ONTC shall, within thirty (30) days after receipt of an invoice, pay the Consultant the properly charged amounts incurred by the Consultant in providing the Services as shown on the invoice.
60. **Invoice Review.** Despite any other provision in this Agreement, ONTC may obtain a review of any invoice rendered by the Consultant and is not required to pay such invoice until the review has been completed. ONTC is not required to pay any interest on any invoice in respect of any time during which such invoice is under review.

INDEMNITY AND LIMITATION OF LIABILITY

61. **General Indemnity.** The Consultant shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Consultant or as a result of any breach of the terms of this Agreement by the Consultant or by any negligent act, error, or omission of the Consultant or Consultant Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties. The Consultant shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or reasonably cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.
62. **Specific Indemnities.** The Consultant shall indemnify ONTC and ONTC Parties and save them harmless from and against all Losses incurred by ONTC arising from:
 - (a) any decision or interpretation by any court or governmental authority that: (i) any of the Consultant Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Consultant Parties under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
 - (b) any health, medical disability or similar claims which the Consultant or Consultant Parties may have during or after the term of this Agreement;
 - (c) any claim by any third party against ONTC alleging that the Work Product and its use by ONTC infringes any Intellectual Property Rights, excluding any claim that arises due to:

- (i) ONTC use of the Work Product in combination with other technology or intellectual property that was not provided by the Consultant or which was not reasonably contemplated by the scope of this agreement and which use results in the Intellectual Property becoming infringing; or
 - (ii) ONTC use of the Work Product for another purpose without verifying that use with the Consultant.
 - (d) any claim against ONTC arising from the failure of the Consultant to protect the confidentiality of Confidential Information; and
 - (e) safety infractions committed by the Consultant under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
63. **Bodily Injury and Property Damage.** The Consultant shall make full and complete compensation for any bodily injury or death to any person while providing the Services and for any damage caused to ONTC's physical property to the extent caused by a negligent act, error, or omission of the Consultant or a Consultant Party. The aforementioned duty of Consultant shall not apply to claims for damages of a professional nature or to claims that would be subject to the covered party's professional liability insurance policy.
64. **Waiver.** The Consultant shall be liable for and waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Consultant or Consultant Parties and for any loss or damage of the Consultant unless caused by the negligent act or omission of ONTC or ONTC Parties.
65. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
- (a) Neither party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a party has been advised of the possibility of such damages;
 - (b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.
66. **Survival.** The sections in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

INSURANCE

67. **Insurance Coverage.** Without restricting the generality of the provisions in this Agreement related to indemnification, the Consultant shall obtain, and for as long as this Agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence, satisfactory to ONTC, of the following insurance coverages, all taken out with insurers licensed

to transact insurance business in Ontario and satisfactory to ONTC:

- (a) Commercial General Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, with no limitations on or exclusions from coverage arising from working on or around railway property, including environmental and pollution liability, bodily injury, personal injury, death and damage to property, including loss of use thereof, in a form satisfactory to ONTC and endorsed to provide "Ontario Northland Transportation Commission" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage and including "Ontario Northland Transportation Commission" as an additional insured;
 - (b) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide "Ontario Northland Transportation Commission" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage and in the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Consultant, and standard non-owned automobile form policy including standard contractual liability endorsement; and
 - (c) Professional Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per claim; and subject to an annual aggregate of not less than ten million dollars (\$2,000,000).
68. **WSIB.** If the Consultant is subject to the *Workplace Safety and Insurance Act*, it shall submit a valid Workplace Safety and Insurance Board clearance certificate of *Workplace Safety and Insurance Act* coverage to ONTC upon request.
69. **No Waiver.** If ONTC fails to demand any certificate for insurance, or otherwise fails to demand other evidence of full compliance with this part or fails to identify a defect from evidence provided, ONTC has not waived, and ONTC will not be deemed to have waived, any of the Consultant's obligations regarding insurance. The Consultant will ensure that each insurer which provides insurance will, as applicable, provide a waiver of subrogation to ONTC.

COMPLIANCE WITH LAW AND POLICIES

70. **Compliance with Laws.** The Consultant shall comply with all applicable federal, provincial and local laws, regulations and rules and all public health directions, guidelines and orders.
71. **ONTC Policies.** While on ONTC's property, the Consultant shall comply with all ONTC policies, including its Drug and Alcohol Policy, and the Ontario Northland Railway Operating Manual.

CONFLICT OF INTEREST

72. **Conflict of Interest.** The Consultant shall:
- (a) avoid any Conflict of Interest in the performance of the Services and execution of this Agreement;
 - (b) immediately disclose to ONTC any actual or potential Conflict of Interest that arises

during the performance of the Services and execution of the Agreement; and

- (c) comply with all requirements imposed by ONTC to resolve any actual or potential Conflict of Interest that arises during the performance of the Services and execution of the Agreement.

FORCE MAJEURE, SUSPENSION AND TERMINATION

- 73. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required by that party to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that party. No extension of time will be given unless the party seeking the extension submits to the other party within five business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a Notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.

TERMINATION

- 74. **Early Termination.** This Agreement may be terminated early as follows:

- (a) by the mutual written agreement of the parties;
- (b) by ONTC immediately if the Consultant is in default or material breach in respect of any condition or provision of this Agreement, and such default or breach has not been remedied to the reasonable satisfaction of ONTC within five (5) business days of providing written Notice to Consultant detailing the nature of such failure and requiring that such failure be remedied;
- (c) by ONTC, for any reason, upon not less than ten (10) days' prior written Notice; or,
- (d) by the Consultant upon written Notice to ONTC, where ONTC has failed to observe or perform any of its obligations under this Agreement, and such failure has not been remedied to the reasonable satisfaction of the Consultant within thirty (30) days of providing written Notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

- 75. **Immediate Termination.** This Agreement will terminate immediately upon:

- (a) the winding up or dissolution of the Consultant; or
- (b) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B- 3, the Consultant making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this Agreement.

- 76. **ONTC Remedies.** Without limiting the right of ONTC to pursue any remedy available to it in law, if this Agreement is terminated early for any reason other than those described in section 74(a) or (d), then:

- (a) ONTC is excused from further performance under this Agreement;
- (b) any money payable by the Consultant to ONTC is immediately due and payable;
- (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if work, already commenced by the Consultant, cannot reasonably be discontinued until such later date; and
- (d) ONTC shall retain any rights, powers and remedies it has or may have against the Consultant.

DISPUTE RESOLUTION

77. **Dispute Resolution Process.** All unresolved claims, disputes or controversies of any kind arising out of or in connection with this Agreement or the provision of the Services (hereafter referred to as the “**Dispute**”) shall be resolved in a tiered approach as follows:
- (a) A Dispute shall be referred to ONTC’s project manager for a Project and an employee of the Consultant of the equivalent seniority or position for resolution within a period not to exceed thirty (30) days;
 - (b) If unresolved, after following the process described in (a), the Dispute shall be referred to the ONTC Director or Vice President who is responsible for a Project and an employee of the Consultant of the equivalent seniority or position for resolution within a period not to exceed thirty (30) days;
 - (c) If unresolved after following the process described in (b), and only at the election of ONTC, the Dispute shall be referred to the President and CEO of ONTC and the most senior executive employee of the Consultant for resolution within a period not to exceed thirty (30) days. If ONTC does not elect, at its sole option, to proceed under this paragraph, the Dispute shall proceed to the next step as described in section 78.
78. **Mediation.** If the Dispute remains unresolved despite the Parties attempting to resolve it following the process in section 77 (a) to (c), a Party may elect to proceed with the Dispute under a mediation model to be agreed upon by the Parties. A Party shall elect to proceed to mediation no later than ten (10) days following the expiry of the timeline set out in (b) or (c), whichever is the later. If a Party elects to proceed with mediation, the other Party shall be bound to proceed to mediation. No later than ten (10) days, or as may be amended by mutual agreement of the Parties, after a Party makes an election to proceed to mediation, the Parties shall enter into a mediation agreement which shall set out the mediation process and designate the mediator.
79. **Arbitration.** If neither Party elects to proceed to mediation within the timelines outlined in section 77 or the Parties are unable to enter into a mediation agreement within the time limits, the matter shall proceed and be finally resolved by binding arbitration in accordance with the *Arbitration Act*, 1991, S.O. 1991, c. 17 (hereafter referred to as the “**Act**”) by a single arbitrator as amended by an arbitration agreement to be executed by the Parties and the arbitrator. The Parties shall mutually agree on the selection of the arbitrator, failing which the arbitrator shall be appointed in accordance with the Act. The arbitration proceedings shall take place in North Bay, Ontario, Canada. The language of the arbitration shall be English. The Parties

agree that any arbitration award, including with respect to costs, shall be binding on the Parties, may be enforced in any court of competent jurisdiction and shall be final and no appeals or judicial reviews shall be permitted as of right or by application to any court of competent jurisdiction, except on errors of law. The Parties shall each bear their own costs and their proportionate share of any joint costs of arbitration, subject to any award of an arbitrator.

80. **Time.** The timelines in this part may be amended by mutual agreement of the Parties.

GENERAL

81. **Assignment.** Neither party may assign their respective rights and obligations under this Agreement without first obtaining the written consent of other party, provided, however, that either party may assign this Agreement to an affiliate or the successor of its business upon written notice to the other party. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective successors (including any successor by reason of amalgamation, merger or statutory arrangement of any party) and permitted assigns.
82. **Notice.** Any Notice under this Agreement shall be given in writing and delivered personally or by email or prepaid courier addressed as follows:

To ONTC at:

Ontario Northland Transportation Commission
555 Oak Street, North Bay ON P1B 8L3

Attention:

T: XX

E:XX

And to: Legal Services & Corporate Governance

Legal@ontarionorthland.ca

To the Consultant at:

XX

Attention:

T:

E:

or at such other address or addresses as ONTC and the Consultant may designate from time to time. The date of receipt of a Notice if sent by personal delivery or email shall be the date of delivery and if sent by prepaid courier shall be the second day after consignment to the courier.

83. **No Waiver.** No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a

party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.

84. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties.
85. **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
86. **Severability.** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Consultant as though such section or part or parts thereof had never been included in this Agreement.
87. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
88. **Survival.** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
89. **Counterparts and Electronic Delivery.** This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this agreement.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____

Name: XXX

Title: XXX

Date: _____

I have authority to bind the Corporation.

XXX

Per: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Corporation.

Schedule A

Services/Scope of Work

Schedule B
Consultant's Proposal