

ONTARIO NORTHLAND

TRANSPORTATION COMMISSION

Request for Proposals No. RFP 2025 060

For

UNIFORM SUPPLY AND DELIVERY

PROPOSALS MUST BE RECEIVED BY:

2:00:00 p.m. Wednesday, July 30, 2025

Primary Contact:

**Ashley Commanda
Manager, Public Procurement
Ontario Northland Transportation Commission
555 Oak Street East
North Bay, Ontario, P1B 8L3
Email: Ashley.Commanda@ontarionorthland.ca**

Table of Contents

PART 1 REQUEST FOR PROPOSALS	1
SECTION 1 - INTRODUCTION	2
1.1 General	2
1.2 Ontario Northland Transportation Commission	3
SECTION 2 - THE RFP DOCUMENTS	4
2.1 Request for Proposals Documents	4
2.2 Priority of Documents	5
2.3 Distribution of Documents – Electronic Distribution	5
2.4 Information Provided by ONTC	5
SECTION 3 – THE RFP PROCESS	5
3.1 RFP Process	5
3.2 Questions and Communications Related to the RFP Documents	6
3.3 Addenda/Changes to the RFP Documents	7
3.4 Respondents' Meeting	7
3.5 Prohibited Contacts	8
3.6 Media Releases, Public Disclosures, Public Announcements and Copyright	9
3.7 Confidentiality and Disclosure Issues – Respondent Information	9
3.8 Confidential Information	10
3.9 Governing Laws and Attornment	11
3.10 Licenses and Permits	12
3.11 Respondents' Costs	12
3.12 Delay and Costs of Delay	12
3.13 Clarification and Verification of Respondent's Proposal	12
3.14 Two-Envelope Process	13
SECTION 4 - PROPOSAL CONTENT AND FORMAT	14
4.1 Format and Content of Proposal	14
4.2 Proposal Submission Form	15
4.3 References and Past Performance Issues	15
4.4 Conflict of Interest	16
SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION	16
5.1 Submission of Proposals and Late Proposals	16
5.2 Late Proposals	17
5.3 Withdrawal of Proposals	17
5.4 Amendment of Proposals	17
5.5 Proposal Irrevocability	18
5.6 One Proposal per Person or Entity	18
SECTION 6 - PROPOSAL EVALUATION	18
6.1 Evaluation Team	18

6.2	Evaluation of Proposals	18
	SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS	20
7.1	ONTC's Discretion	20
7.2	Disqualification.....	20
7.3	General Rights of ONTC.....	21
	SECTION 8 – AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT	22
8.1	Finalization of the Agreement	22
8.2	Notification If Successful or Not	23
8.3	Debriefing	23
	SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTC	24
9.1	Limit on Liability	24
9.2	Power of Legislative Assembly	24
9.3	RFP Not a “Bidding Contract” or a Tender	25
	SECTION 10 – VENDOR PERFORMANCE	25
10.1	General.....	25
10.2	Vendor Performance Evaluation	25
10.3	Vendor Ratings for Proposal Evaluation Purposes.....	25
	SECTION 11 – TRANSPARENCY AND FAIRNESS.....	25
11.1	General.....	25
	SECTION 12 – INTERPRETATION	26
12.1	General.....	26
	PART 2 REQUEST FOR PROPOSALS SUMMARY OF REQUIREMENTS	1
	SCHEDULE 2-A - RFP DATA SHEET	2
	SCHEDULE 2-B - PARTICIPATION REGISTRATION FORM.....	6
	PART 3 REQUEST FOR PROPOSALS SPECIFICATIONS.....	1
	SCHEDULE 3-A-1 - SCOPE OF WORK.....	2
	SCHEDULE 3-A-2 - SPECIFICATIONS.....	6
	PART 4 REQUEST FOR PROPOSALS FORM OF PROPOSAL	1
	PART 5 REQUEST FOR PROPOSALS DRAFT AGREEMENT	1

PART 1
REQUEST FOR PROPOSALS

SECTION 1 - INTRODUCTION

1.1 General

- (1) Ontario Northland Transportation Commission (“ONTC”) is issuing this Request for Proposals (“**RFP**”) to obtain proposals from a vendor/service provider(s) for the provision of the goods and/or services described in the RFP Specifications (the “**Goods and/or Services**”).

- (2) In this RFP:

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

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

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

“Final Agreement” means the agreement for the supply of the Goods and/or Services entered into by ONTC and the Successful Respondent;

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

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

“Proposal” means the response to the RFP submitted by a Respondent to ONTC;

“Respondent(s)” means the entity submitting a Proposal and includes prospective respondents, whether or not that entity submits a Proposal. 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;

“RFP Data Sheet” means the information and requirements contained in Part 2;

“RFP Documents” means the documents listed in RFP 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 evaluation process pursuant to section 6.2 of the RFP;

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

“Successful Respondent” means the Respondent selected by ONTC to enter into the Final Agreement.

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

1.2 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 centres 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 part of ONTC’s service offering. ONTC’s unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario by remanufacturing and repairing locomotives, passenger rail cars, freight cars, and more.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations in mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 1000 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 RFP DOCUMENTS

2.1 Request for Proposals Documents

- (1) The Request for Proposals documents consist of:

Part 1 – Request for Proposals

Part 2 – Requests for Proposals Summary of Requirements

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

Part 3 – RFP Specifications

- (a) Schedule 3-A-1 – Scope of Work
- (b) Schedule 3-A-2 - Specifications

Part 4 – Form of Proposal

- (a) Proposal Form 1 – Proposal Submission Form
- (b) Proposal Form 1A – Pricing Form
- (c) Proposal Form 2 – Respondent's General Information
- (d) Proposal Form 3 – Acknowledgment to Comply with Part 3 – Request for Proposals Specifications
- (e) Proposal Form 4 – References
- (f) Proposal Form 5 – Compliance with Contract Documents
- (g) Proposal Form 6 – Qualitative Proposal

Part 5 – Draft Agreement

- (2) The RFP Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.
- (3) Each Respondent shall verify the RFP Documents for completeness upon receipt and shall inform the Contact Person (identified in RFP 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 RFP Documents are available at our company website at www.ontarionorthland.ca and MERX.
- (5) The RFP Documents are made available only for the purpose of Respondents submitting Proposals. Availability and/or use of the RFP 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 RFP Documents, the order of priority of RFP Documents, from highest to lowest, shall be:
 - (a) Any Addenda modifying the RFP Documents issued during the RFP Process;
 - (b) The RFP Data Sheet;
 - (c) Part 1 – Request for Proposals;
 - (d) Part 3 – Specifications; and,
 - (e) Any other RFP Documents.

2.3 Distribution of Documents – Electronic Distribution

- (1) ONTC will use an online electronic distribution system to distribute all RFP Documents.
- (2) Each Respondent is solely responsible for making appropriate arrangements to receive and access the RFP 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 Proposal, negotiation or finalization of the Final Agreement and the subsequent delivery of all the Goods and/or Services to be provided by the Successful Respondent. Nothing in the RFP Documents is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (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 RFP Documents, if any, during the RFP Process or during the term of the Final Agreement. By submitting a Proposal, 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 RFP Documents or otherwise provided by ONTC or its representatives during the RFP Process or during the term of the Final Agreement.

SECTION 3 – THE RFP PROCESS

3.1 RFP Process

- (1) The deadline for the submission of Proposals (the “**Submission Deadline**”) is set out in the RFP Data Sheet.
- (2) ONTC may amend, extend or shorten any of the dates and/or times prescribed in this RFP, 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 RFP Documents

- (1) Respondents shall submit all questions, requests for clarifications, and other communications regarding the RFP Documents and the RFP Process by email to the Contact Person set out in section 3.2(7) no later than four (4) full Business Days before the Submission Deadline.
- (2) ONTC will endeavor to provide the Respondents with written responses to questions that are submitted in accordance with this RFP Section 3.2, by no later than two (2) full Business Days before the Submission Deadline. Responses to any questions or requests for clarifications, will be collected and distributed with answers to be delivered to all Respondents who have submitted the Participation Registration Form by way of emailed addenda from ONTC in accordance with the timeline set out in this Section 3.2(2).
- (3) The responses to questions form part of the RFP 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 RFP Process, the RFP 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 not less than four (4) full Business Days before the Submission Deadline, 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 at least two (2) full Business Days prior to the Submission Deadline. It is each Respondent's responsibility to seek clarification from ONTC of any matter it considers to be unclear in the RFP 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 RFP Documents, the RFP 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 RFP is **Ashley Commanda, Manager, Public Procurement, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 ext. 398, Ashley.Commanda@ontarionorthland.ca** (the “Contact Person”). The above Contact Person is the sole contact for this RFP. 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 RFP Documents, may only be made by addendum.

3.3 Addenda/Changes to the RFP Documents

- (1) ONTC may, in its sole discretion, amend, supplement, or change the RFP Documents prior to the Submission Deadline. ONTC shall issue amendments, supplements, or changes to the RFP 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 RFP Documents. Addenda will be distributed in the same manner as the RFP and shall become part of the RFP 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 RFP.

3.4 Respondents’ Meeting

- (1) To assist Respondents in understanding the RFP Documents, and the RFP 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 RFP 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 RFP 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 RFP 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 RFP Data Sheet and details regarding the registration process will be set out in the RFP 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 RFP 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 RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:
 - (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 consultants 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 RFP Data Sheet.
- (3) If a Respondent or any of their respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent; in the opinion of ONTC, contravenes RFP 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 RFP Section 7.2; or,
 - (b) impose conditions on the Respondent’s continued participation in the RFP 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, consultants, partners, contractors, subcontractors, 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 RFP Process, the RFP 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, consultants, partners, contractors, subcontractors, 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 Proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP 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 RFP 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 RFP Process, if selected as the 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 RFP Documents, any other documentation related to the RFP Process and a part or parts of any Proposal 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 Proposals. 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 Proposals, and all information submitted in or related to the Proposals, to the Government of Ontario.

- (3) ONTC may provide the Proposals to any person involved in the review and/or evaluation of the Proposals on behalf of ONTC and ONTC may:
 - (a) make copies of the Proposal; and/or,
 - (b) retain the Proposal.
- (4) ONTC may disclose any information with respect to the Respondents, the Proposals and the RFP 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 RFP Process, provided that if the nature of the subject matter of the RFP 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 RFP, “**RFP 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 RFP Process, from ONTC or any Ministry or Agency of the Government of Ontario, in connection with the RFP 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 RFP 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 it was known to it on a non-confidential basis before it was disclosed to the Respondent by ONTC.
- (2) RFP 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 Proposal 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 Proposal 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, it 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 RFP Section 3.8 by any person to whom it discloses the RFP Information.
 - (4) Each Respondent or Short-listed Respondent acknowledges and agrees that a breach of the provisions of this RFP 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 RFP 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.
 - (5) Notwithstanding RFP Section 9.3, the provisions of this RFP Section 3.8 shall be binding and shall survive any cancellation or termination of this RFP and the conclusion of the RFP Process.
 - (6) 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 RFP Information.

3.9 Governing Laws and Attornment

- (1) This RFP Process and the Final Agreement entered into pursuant to this RFP Process shall be governed and construed in accordance with the laws of Ontario, the laws of Quebec, the laws of Manitoba, if relevant to the subject matter of this RFP, 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 RFP 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 Proposal, neither acceptance of the Proposal nor execution of the Final Agreement 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 RFP Process, including, without limitation, all costs and expenses related to the Respondent's involvement in:
 - (a) the preparation, presentation and submission of its Proposal;
 - (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 Final Agreement.
- (2) Without limiting the generality of Section 9.1(2) of this RFP, 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 RFP Process.

3.12 Delay and Costs of Delay

- (1) By submitting a Proposal, 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 RFP Documents or RFP Information or any delay, or costs associated with delays, in the RFP Process.

3.13 Clarification and Verification of Respondent's Proposal

- (1) Following submission of a Proposal, ONTC may:

- (a) request a Respondent to clarify or verify the contents of its Proposal, including by submitting supplementary documents; and/or,
 - (b) request a Respondent to confirm an ONTC interpretation of the Respondent's Proposal.
- (2) Any information received by ONTC from a Respondent pursuant to a request for clarification or verification from ONTC as part of the RFP Process may, in ONTC's discretion, be considered as an integral part of the Proposal even if such information should have been submitted as part of the Respondent's Proposal and may, in ONTC's discretion, be considered in the evaluation of the Respondent's Proposal.
- (3) ONTC may, in its sole discretion, verify or clarify any statement or claim contained in any Proposal 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 Proposal, 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 Proposal, or any statement or claim made by a Respondent.
- (6) Requests for clarifications shall not be construed as acceptance by ONTC of a Proposal.

3.14 Two-Envelope Process

- (1) ONTC may elect to complete a Two-Envelope Process. Whether Respondents will be required to submit their Proposals using a Two-Envelope Process will be identified on the RFP Data Sheet.
- (2) If ONTC elects to complete a Two-Envelope Process, the Proposal shall be broken down into two components; a qualitative submission and a financial submission.
- (3) If ONTC elects to complete a Two-Envelope Process, ONTC will identify a minimum score that must be attained on the qualitative submission on the RFP Data Sheet. Proposals that do not meet the minimum score for the qualitative submission following evaluation of the qualitative 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 qualitative submissions, revise the minimum score required to proceed further in the evaluation process. Financial submissions will only be opened and evaluated for the Proposals that meet the minimum score for the qualitative submission.

SECTION 4 - PROPOSAL CONTENT AND FORMAT

4.1 Format and Content of Proposal

- (1) Respondents shall submit their Proposal in one (1) electronic folder. Where required by the RFP Data Sheet to follow the two-envelope process, Respondents shall submit the qualitative submission and the financial submission in two (2) electronic folders.
- (2) Unless otherwise specified in the RFP Data Sheet, Respondents shall not submit pre-printed literature with their Proposals. Any unsolicited pre-printed literature submitted as part of a Proposal 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 RFP;
 - (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 proposal forms and failure to fill in all blank spaces may result in a Proposal being determined to be non-compliant; and,
 - (c) use only the proposal forms issued as part of the RFP documents unless otherwise indicated.
- (4) Proposals that are unsigned, improperly signed, incomplete, conditional, or illegible, may be declared non-compliant.
- (5) The Harmonized Sales Tax (HST) shall not be included in the price. Any taxes or increases to taxes announced prior to the date of the issuance of the RFP Documents and scheduled to come into effect subsequent to it shall be taken into consideration at time of invoicing.
- (6) Price:
 - (a) Price shall be an all-inclusive lump sum price (excluding HST), unless otherwise indicated in the RFP Documents.
 - (b) Where the RFP requires the Respondent to provide a breakdown of the price in Proposal Form 1-A, the price as stated in Proposal Form 1 shall govern in the case of conflict or ambiguity between the price and the sum of the breakdown of the price.
- (7) Listing of Subcontractors

Each Respondent shall complete the “Subcontractors” section of Proposal Form 2 – Respondent’s General Information, naming the Subcontractors which the Respondent will employ to perform an item of the work called for by the RFP Documents. Failure of the Respondent to list Subcontractors where required may result in the Proposal being declared non-compliant.

4.2 Proposal Submission Form

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

4.3 References and Past Performance Issues

- (1) If specified in the RFP Data Sheet, Respondents shall provide reference information. Unless otherwise set out in the RFP 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 RFP 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 RFP 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.

4.4 Conflict of Interest

- (1) For the purposes of this Section 4.4, 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 RFP Process, the subject matter of the RFP 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 Final Agreement if such Respondent is the 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 RFP Process if, in the sole and absolute opinion of ONTC, the Conflict of Interest cannot be managed, mitigated or minimized.

SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Submission of Proposals and Late Proposals

- (1) Each Respondent shall submit their proposal in the format prescribed in the RFP Data Sheet. ONTC will not accept any proposal submission that is not submitted in the format prescribed.
 - (a) Where ONTC elects to use 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 Proposals in the manner and time prescribed in the RFP 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.

Where required by the RFP Data Sheet to use a two-envelope process, Respondents shall include two separate and clearly identifiable attachments: 1) Qualitative and 2) Financial. The file names for the qualitative and financial attachments should be sufficiently distinguishable such that ONTC does not need to open the attachments to differentiate between them.

- (2) Proposals must be received before the time noted in the RFP Data Sheet.
- (3) Proposals which are submitted by mail, 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 Proposals.
- (5) ONTC reserves the right to make copies of the Respondent's Proposals as it may be required for the purpose of conducting a full evaluation of the Proposal submitted.
- (6) The Respondent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

5.2 Late Proposals

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

5.3 Withdrawal of Proposals

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

5.4 Amendment of Proposals

- (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 Proposal is received from the same Respondent before the Submission Deadline, only the last Proposal received before the Submission Deadline will be considered.

5.5 Proposal Irrevocability

- (1) Subject to the Respondent's right to withdraw or amend the Proposal before the Submission Deadline, the Respondent's Proposal is irrevocable and shall remain in effect and open for acceptance for ninety (90) days after the Submission Deadline.

5.6 One Proposal per Person or Entity

- (1) Except as set out in the RFP Data Sheet or with ONTC's approval:
 - (a) a person or entity shall submit or participate in only one Proposal 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 Proposal individually or as a Respondent team member in the same RFP Process.
- (2) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.6(1), ONTC may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

SECTION 6 - PROPOSAL EVALUATION

6.1 Evaluation Team

- (1) ONTC will establish an evaluation team for the purpose of evaluating Proposals (the "**Evaluation Team**").
- (2) The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Proposals 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 consultants and the Government of Ontario. Each Respondent acknowledges that the RFP documents may have been prepared with the assistance of a third-party consultant and that the consultant may participate in the evaluation of the Proposals.

6.2 Evaluation of Proposals

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

6.2.1 Stage I - Mandatory Requirements

- (1) Stage I is expected to consist of a review to determine which proposals comply with all the mandatory requirements. If a Proposal fails to satisfy any mandatory requirement, the

Proposal will be rejected. If a proposal fails to satisfy any mandatory requirement it will not be evaluated further. The mandatory requirements are detailed in the RFP Data Sheet.

6.2.2 Stage II - Evaluation of Qualitative Proposal

- (1) ONTC will evaluate each qualified proposal on the basis of the rated criteria as set out in Part 2, Schedule 2-A - RFP Data Sheet.
- (2) After the completion of the Qualitative Proposal evaluation, the Pricing Proposals will be opened for all Respondents that score 60% or higher on their Qualitative Proposal. Each Respondent will be awarded a price score as outlined in Part 2, Schedule 2-A - RFP Data Sheet.

6.2.3 Stage III – Evaluation of Pricing Proposal

- (3) Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each qualified Respondent will receive a percentage of the total possible points allocated to the price, which will be calculated in accordance with the following formula:

Lowest price ÷ qualified Respondent's price x weighting = qualified Respondent's pricing points

- (4) 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 Goods and/or 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 RFP Process per RFP Section 7.2 (1)(i);
 - (d) ONTC cannot, to ONTC's satisfaction, prior to the conclusion of the RFP Process, verify independently or through a third party or parties any and/or all information, statements, representations and/or warranties contained in the Proposal;
 - (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 RFP Data Sheet; or,

- (h) the Respondent failed to attain the minimum score required for the Qualitative Submission, where the RFP Data Sheet called for a two-envelope process.

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 Proposal is compliant with the RFP Documents;
 - (c) if a failure to comply is material;
 - (d) if a Proposal 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 Disqualification

- (1) ONTC may, in its sole discretion, disqualify a Respondent or a Respondent's Proposal 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 Final Agreement 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 Proposal;
 - (b) The Respondent contravenes RFP Section 3.5, RFP Section 3.6 or RFP Section 5.6(2);
 - (c) The Respondent fails to comply with the Applicable Laws;
 - (d) The Proposal contains false or misleading information, or the Respondent provides false or misleading information in any part of the RFP Process;
 - (e) The Proposal, 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 Proposals;

- (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 RFP or any time during the RFP 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 Proposal 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 the Successful Respondent; and,
 - (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 RFP Process.
- (2) Notwithstanding Section 7.2(1), ONTC shall retain the right to select as the Successful Respondent, any Respondent(s) which, in ONTC's sole and absolute discretion, has submitted a substantially compliant Proposal(s).

7.3 General Rights of ONTC

- (1) ONTC may, in its sole discretion and at any time during the RFP process:
- (a) reject any or all of the Proposals;
 - (b) accept any Proposal or any portions of any Proposals for any reason whatsoever;
 - (c) reject any Proposals or any portions of Proposals for any reason whatsoever;
 - (d) if only one Proposal 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 RFP;
 - (f) alter the Submission Deadline or any other deadlines associated with the RFP Process;
 - (g) change the RFP Process or any other aspect of the RFP Documents; or,

- (h) cancel this RFP Process and subsequently conduct another competitive process for the same Goods and/or Services that are the subject matter of this RFP 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 RFP.
- (2) If ONTC, in its sole discretion, is of the opinion that all of the Proposals 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 Proposals 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 Proposal.

SECTION 8 – AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT

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 reserves the right in its sole discretion to sub-divide and/or bundle the Goods and/or Services which are the subject of this RFP and award one or any number of separate contracts for the Goods and/or Services.
- (3) ONTC may, in its sole discretion, enter into negotiations with one or more Respondent(s) for the purpose of selecting a Successful Respondent(s) and finalizing an agreement.
- (4) Either ONTC or a Respondent may withdraw from negotiations at any time prior to the Successful Respondent(s) being identified.
- (5) The Successful Respondent is expected to enter into the relevant draft form of Agreement in Part 5. Proposal Form 3 – 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 proposal; 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 (6) 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 Proposal Form 3, it will be deemed to have accepted and will be required to execute the Final Agreement in the form attached to this RFP. If a Respondent has submitted proposed amendments to the Final Agreement, negotiations respecting those amendments shall be conducted within the timeframe set out in Section 8.1(6).

- (6) If a Successful Respondent fails or refuses to enter into and execute the Final Agreement within ten (10) Business Days of being notified they are the 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(7), 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 the Successful Respondent;
 - (c) take any other action in accordance with Section 7.3; or,
 - (d) pursue any other remedy available to ONTC at law.
- (7) Prior to supplying any Goods and/or Services pursuant to the Contract, the Successful Respondent shall deliver to ONTC:
 - (a) Certificates of insurance as specified in the draft Agreement; and,
 - (b) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable.

8.2 Notification If Successful or Not

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

8.3 Debriefing

- (1) Respondents may request a debriefing after receipt of a notification pursuant to RFP Section 8.2. All Respondent requests should be in writing to the Contact Person no later

than 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 the Successful Respondent but then fails to deliver the evidence of insurance or other documents required under Section 8.1(7) within the time period specified in Section 8.1(6) or fails to execute the Final Agreement shall be limited to ten (10) percent of the value of the Proposal submitted by the Respondent. The liability of the Respondents for any other loss or damage suffered by ONTC as part of this RFP Process shall be without limit.
- (2) By submitting a Proposal,
 - (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 Proposal 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 RFP Process, a Respondent's Proposal in response to this RFP Process, or due to the acceptance or non-acceptance of any Proposal, 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 RFP 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 Proposals, any negotiations with any of the Respondents, or the selection of any Respondent as a Short-listed Respondent or the 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 RFP Process.

9.2 Power of Legislative Assembly

- (1) No provision of the RFP 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 RFP Not a “Bidding Contract” or a Tender

- (1) Notwithstanding any other provision of this RFP, this RFP is not a tender call, ONTC does not intend to create any contractual relations or obligations with any of the Respondents by virtue of issuing this RFP, and this RFP is not an offer to enter into a contract (often referred to as “Contract A”). Except as provided in RFP Section 3.8 and 9.1, neither this RFP nor the submission of a Proposal by a Respondent shall create any legal or contractual rights or obligations whatsoever on any of the Respondent, ONTC, the Government of Ontario or any Ministry of the Government of Ontario.

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 Final Agreement with ONTC may be required to participate in the Vendor Performance Evaluation process.

10.3 Vendor Ratings for Proposal 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 RFP 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 consultant 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 Proposal submission to be considered.

SECTION 12 – INTERPRETATION

12.1 General

- (1) In this RFP, the singular shall include the plural, and the plural shall include the singular, except where the context otherwise requires.
- (2) All references in this RFP 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 RFP, it includes all Ministries and Agencies of the Government of Ontario.

PART 2
REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS

**PART 2 – REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A
RFP DATA SHEET**

RFP 2025 060 Uniform Supply and Delivery	
Contact Details	
Contact Person	Ashley Commanda Manager, Public Procurement
Contact Information	555 Oak Street East North Bay, Ontario, P1B 8L3 Ashley.Commanda@ontarionorthland.ca (705) 472-4500 ext. 398
Proposal Detail	
Respondents' Meeting	There will not be a Respondents' Meeting. Respondents shall seek any clarifications up to four (4) full Business Days prior to the Submission Deadline Date and Time.
Validity of Proposals	180 days following the Submission Deadline
Format of Submission	Respondents shall submit their Proposal through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Proposals, Section 5.1 (1) (a). MERX EBS does not allow Proposals to be uploaded after the Submission Deadline; therefore, Respondents shall ensure they allow sufficient time to upload the documents. Proposals which are submitted by mail, by facsimile transmission, by email, or by electronic means other than MERX will NOT be considered.
Two-Envelope Process	This procurement will be a two-envelope process. Please submit Proposal Form 1 and Proposal Form 1-A in the Pricing Proposal Envelope and the balance of the submission should be contained in the Technical Proposal Envelope. All pricing details and information must be contained within the Pricing Proposal Envelope only.
Distribution Method	The RFP Documents will be posted on the ONTC website and MERX. Any addenda to the RFP will be posted in these locations.

PART 2 – REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A
RFP DATA SHEET *continued*

RFP 2025 060 Uniform Supply and Delivery			
Proposal Detail <i>continued</i>			
Submission Requirements	<p>Respondents are required to submit all of the material documents listed below as part of their Proposal. Respondents shall confirm they have included the documents listed below with their Proposal by placing a checkmark in the column “Included in Proposal”. If the Respondent fails to include a document listed below as being “Material”, the respondent may be disqualified in accordance with Part 1 Section 6.2 of the RFP.</p>		
	Item	Included in Proposal (indicate with x)	Item is classified as Material
	This checklist		
	Proposal Form 1 - Proposal Submission Form		Material
	Proposal Form 1-A – Pricing Form		Material
	Proposal Form 2 Respondent’s General Information		Material
	Proposal Form 3 Acknowledgment to Comply with Part 3 – Request for Proposals Specifications		Material
	Proposal Form 4 - References		Material
	Proposal Form 5 Compliance with Contract Documents		
	Proposal Form 6 Qualitative Proposal		Material

Respondents should ensure they respond to all requirements in the RFP to receive full consideration during evaluation.

**PART 2 – REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A
RFP DATA SHEET *continued***

RFP 2025 060 Uniform Supply and Delivery			
Important Dates			
Publication Date		Friday, June 27, 2025	
Participation Registration Form		Complete and submit to the Contact Person as soon as possible	
Deadline for Additional Information Request		Four (4) full Business Days prior to the Submission Deadline	
Submission Deadline Date and Time		Wednesday, July 30, 2025, at 2:00:00 p.m. EDT	
Initial Term and Renewal Options		Five (5) year term, with the option to extend for three (3) additional one (1) year terms.	
Procedure of Selection			
Mandatory Requirements	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 RFP Process.		
	Mandatory Submission Requirements	Pass	Fail
	The Proposal must be in English.		
	All pricing must be in Canadian Dollars.		
	Respondent must be a Canadian Business or domiciled in an international trade partner.		
	The Respondent must have operated in the clothing industry field for a minimum of five (5) years at the time of the submission of the Proposal similar to that specified in Part 3 - Scope of Work.		
	The Respondent's main Distribution Center must be based in Canada		

**PART 2 – REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A
RFP DATA SHEET *continued***

RFP 2025 060 Uniform Supply and Delivery		
Procedure of Selection <i>continued</i>		
Evaluation General Procedure	Stage II – Qualitative Proposal ONTC will evaluate the Qualitative Proposals based on the evaluation criteria outlined below. Respondents must score a minimum of 60% to qualify for shortlist consideration.	
Qualitative Proposal Evaluation Criteria	Description	Weight
	<i>Qualitative Proposal</i>	
	Experience and Qualifications	40
	Supply Chain	15
	Processing of Orders and Returns	30
	New Uniform Implementation Plan	10
	Quality Assurance, Quality Control and Warranty	20
	Environmental Policy and Sustainability Policy	15
	Total Qualitative Proposal Points	130
Evaluation General Procedure	Stage III – Pricing Proposals After the completion of the Qualitative Proposal evaluation, the Pricing Proposals will be opened for all Respondents that score 60% or higher on their Qualitative Proposal.	
Pricing Proposal Evaluation Criteria	Lowest price ÷ qualified Respondent's price x weighting = qualified Respondent's pricing points	50
	Total Qualitative and Pricing Proposal Points	180

**PART 2 – REQUEST FOR PROPOSALS
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: RFP 2025 060
Description of Requirement: Uniform Supply and Delivery

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.

Ashley Commanda
Manager, Public Procurement
Ontario Northland Transportation Commission
Phone: 1-800-363-7512 or 705-472-4500 Ext. 398
Email: Ashley.Commanda@ontarionorthland.ca
Website: www.ontarionorthland.ca

PART 3
REQUEST FOR PROPOSALS
SPECIFICATIONS

PART 3 – RFP SPECIFICATIONS
SCHEDULE 3-A-1
SCOPE OF WORK

1. Introduction

This Scope of Work defines the requirements for the provision of uniforms and related items for Ontario Northland Transportation Commission (“ONTC”). The objective of this procurement is to secure a supplier capable of delivering high-quality uniforms and related items that meet ONTC’s functional and design requirements, ensuring professional appearance, comfort, and durability for staff.

2. Scope of Work

The Successful Respondent shall outline a uniform solution to meet the following:

Phase 1: Northlander Uniform Items

- The Successful Respondent will produce and deliver a range of uniform items such as shirts, trousers, and accessories as per the specifications provided in this RFP at Schedule 3-A-2.
- Multiple uniforms will be needed for fifty (50) onboard service (hospitality) employees.
- Sizing: A comprehensive sizing range must be offered to accommodate the diverse body types of ONTC’s workforce.
- Shape: In addition to sizing, shape should fit all genders.
- Delivery: Timely and phased delivery of uniforms, as per agreed-upon schedules.

Phase 2: Other Services

- Once Phase 1 is complete, the Successful Respondent will work with ONTC to find uniform solutions for other services (this may include bus operators, ticket agents, Polar Bear Express passenger train, mechanical employees, hotel cleaners, rail crew and more).

3. Requirements

3.1 Design Alignment

Respondents shall review Schedule 3-A-2, which includes color schemes, and other visual elements for Phase 1. Respondents must integrate these designs into the uniform production process and ensure that the final product closely aligns with the designs provided.

3.2 Design Integrity

Respondents must ensure the design elements (such as embroidery, screen printing, or patches) are durable and maintain their quality after repeated use and washing.

3.3 Materials & Quality Standards

Respondents must ensure that all uniforms meet the following standards:

- Fabric: High-quality, durable, and breathable fabric suitable for ONTC's work environment.
- Stitching: Reinforced stitching for high-stress areas to ensure longevity.
- Comfort: The uniforms must offer comfort and flexibility to employees for daily wear, considering the job functions of the workforce.
- Maintenance: Uniforms should be easy to clean and maintain, with resistance to shrinking, fading, or other wear-and-tear effects.

4. Delivery and Distribution

4.1 Timelines

Phase 1

- Artwork and Samples: ONTC will provide files to produce the material. The Successful Respondent will work with ONTC to select items. (August timeline would be ideal).
- Production: Once the samples are approved, the Successful Respondent is expected to commence production, delivering the uniforms within 8-10 weeks of sample approval and confirmation of sizes.
- Delivery: Uniforms will be delivered in phases to ensure timely distribution to all employees, with exact dates to be outlined in the final contract.
- For ongoing orders after initial rollout, ONTC expects the Successful Respondent to fulfil orders within 10 business days.

4.2 Distribution

The Successful Respondent is responsible for packaging and delivering the uniforms to designated ONTC locations across Ontario. All packages must be labeled according to staff specifications (size, gender, role, etc.)

5. Respondent's Qualifications

The Successful Respondent must demonstrate the following:

- Experience: The Successful Respondent shall have a minimum of five (5) years' experience operating in the clothing industry and providing services for the supply and delivery of uniforms.
- Capacity: The Successful Respondent must have the production capacity to handle the volume of uniforms required and to meet the delivery timelines.
- Quality Control: Evidence of a robust quality control process to ensure all uniforms meet the specified requirements.

5. Reporting

During, or immediately following, the ordering of each apparel item, the Successful Respondent must complete a Responsible Manufacturers Information Form (see Appendix A to this Schedule 3-A-1).

Appendix A – Responsible Manufacturers Information Form

Complete information below for each factory used in the manufacture and assembly of the apparel item(s) that you supply under this specific contract.

For the apparel item(s) manufactured and assembled at multiple factories/production facilities, provide the details for each factory/production facility.

The Responsible Manufacturers Information shall include names and addresses of all factories/production facilities used in the manufacture and assembly of each provided apparel item, but not apparel components such as buttons, zippers, fabric, etc.

The country noted as the factory location must match the country noted on the label of the apparel item provided.

1. Factory Name: _____
Factory Address: _____
City: _____
Country: _____
Apparel item(s): _____
Length of Partnership: _____
2. Factory Name: _____
Factory Address: _____
City: _____
Country: _____
Apparel item(s): _____
Length of Partnership: _____
3. Factory Name: _____
Factory Address: _____
City: _____
Country: _____
Apparel item(s): _____
Length of Partnership: _____

If additional space is needed, please attach a separate page.

PART 3 – RFP SPECIFICATIONS
SCHEDULE 3-A-2
SPECIFICATIONS

The Successful Respondent will be required to adhere to the following ONTC uniform specifications, which are attached to this Schedule 3-A-2.

TITLE
Northlander Uniforms for Onboard Services



Fine-knit Cardigan

Designed for layering, this cardigan provides a polished look while offering warmth and flexibility to suit various uniform combinations.



Combinations



Quarter-Zip
Sweater



Combinations



Sleeveless Vest

An easy to wear layering piece providing some extra warmth, making it a practical addition for transitional weather conditions.



Combinations



Dress Shirt

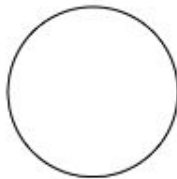
The formal dress shirts come in the classic Ontario Northland yellow, blue, and white colour options. Recommended for layering, these shirts offer a professional look while ensuring comfort and style.

The yellow shirt is recommended when layering only to provide a pop of our brand colour and add personality and differentiation to our uniforms.

Combinations



Dress Shirt



Combinations



Polo Shirt



Combinations



Polo Shirt



Combinations



Slim Fit Dress Pants

These classic dress pants are easy to wear and maintain a professional appearance.



Combinations



Sheath Dress



Combinations



Think Yellow Belt



Combinations



Patterned Scarf



Combinations



Combination 01

Northlander icon embroidered
or on a pin.



Combination 02



Combination 03



Combination 04



Combination 05



Combination 06



PART 4

REQUEST FOR PROPOSALS

FORM OF PROPOSAL

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

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 1
PROPOSAL SUBMISSION FORM

RFP Number: RFP 2025 060

Description: Uniform Supply and Delivery

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

We, _____
(Name of Respondent)

having carefully examined, understood, and completed the Request for Proposals Documents as described in Section 2 – The RFP Documents, and Addendum No. _____ to No. _____ inclusive, hereby agree to supply and delivery of the Uniform Service as per the RFP package.

Respondents shall include Proposal Form 1-A as part of their Pricing Proposal.

Purchase is subject to budgetary approval of expenditures.

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

Proposal Forms:

The information contained in the Proposal Forms, as listed in the Request for Proposals and attached hereto, forms an integral part of this Proposal.

Declarations:

We hereby declare that:

- (a) We will execute the Agreement within ten (10) Working Days of receipt of the Contract Documents;
- (b) We agree to supply the Good and/or Services on or before the agreed upon schedule;
- (c) We will provide the required evidence of insurance with our execution of the Agreement. The minimum limits of insurance shall be as specified in the draft agreement;
- (d) For the General Liability Insurance, Ontario Northland Transportation Commission is to be included as additional insured;
- (e) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (c) above;
- (f) No person, corporation or other legal entity other than the undersigned has any interest in this Proposal or in the proposed Contract for which this Proposal is made; and,
- (g) This Proposal is open to acceptance for a period of ninety (90) days from the date of submission.

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 1 *cont'd*
PROPOSAL SUBMISSION FORM

Signed and submitted for and on behalf of:

Respondent:

(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:

Date at _____ this _____ day of _____, 2025

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 1-A
PRICING FORM

Please refer to the separate Proposal Form 1-A – Pricing Form excel worksheet. This form must be completed as part of the Pricing Proposal.

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 2
RESPONDENT'S GENERAL INFORMATION

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

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 ☐

Relationship (*if applicable*)

Parent Company	
Subsidiaries	
Affiliates	

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 a headquarters or a main office in Ontario or has at least 250 full-time employees in Ontario at the time of this RFP.

Canadian Business ☐ Yes ☐ No

“Canadian Business”: A corporation or limited partnership existing pursuant to the Laws of Canada or any of the provinces or territories thereof, and which has ongoing commercial activities in Canada; or an individual (including sole proprietors) or a general partnership which has a business in Canada, and which has ongoing commercial activities in Canada.

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 PROPOSAL
PROPOSAL 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.

Main Contact Person *(for the purposes of this Proposal)*

Name	
Title	
Telephone #	Fax #
E-mail address	

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

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?

Subcontractors

The Respondent must indicate where they will use subcontractors for specific services.

Description of Services	Subcontractor's Name	% Contract Value	Telephone Number

**PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 3
ACKNOWLEDGMENT TO COMPLY WITH PART 3 - REQUEST FOR PROPOSALS
SPECIFICATIONS**

Respondent acknowledges that they can comply with Part 3 – Request for Proposals Specifications.

(Check one) YES _____; NO _____

Respondent to provide details below or include as an attachment to this Proposal Form 3. In particular, if the Respondent will deviate in any way from the requirements identified in Part 3 – Requests for Proposals – Specifications, the Respondent shall provide complete details of how they will deviate, this shall include proposed equivalent alternatives.

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 4
REFERENCES

The Respondent must supply here the reference information of three (3) customers for which they have provided services within the last 5 years. ONTC is **NOT** to be listed as a Reference.

Reference #1

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

Reference #2

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

Reference #3

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 5
COMPLIANCE WITH CONTRACT DOCUMENTS

The Respondent may suggest changes to the body of the draft Agreement included in Part 5 of this RFP using the table below. The Schedules will be populated with information provided by the Successful Respondent and agreed to by ONTC during contract negotiations. ONTC does not have any obligation to accept any proposed changes to the body of the draft Agreement, however, will negotiate with the Successful Respondent to ensure the Agreement provisions align with the Successful 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				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

PART 4 – FORM OF PROPOSAL
PROPOSAL FORM 6
QUALITATIVE PROPOSAL

Respondents shall include the following requirements by either inserting their response directly below the requirement or in a separate document presented with a table of contents in accordance with the following order and numbering.

Respondent responses should:

- (a) Include a table of contents, including page numbers.
- (b) Marketing/promotional content should be kept to a minimum.
- (c) Include references to specific questions and provide direct and consolidated answers so that evaluators are not required to search your Proposal for answers.

1. Experience and Qualifications

1.1 Include a company profile that describes the company's core business and indicates the length of time (number of years) the company has been providing similar services. Include company history, the location of head office, other offices, number of employees per location, and corporate philosophy. **(5 points)**

1.2 Describe in detail the range of services that you are proposing to provide to ONTC with respect to the supply and delivery of our uniform program. Responses should demonstrate an understanding of ONTC's requirements, phases and explain how the Respondent is uniquely positioned to be the best candidate to supply and deliver ONTC's uniforms. **(10 points)**

1.3 The roles and responsibilities of the Respondent and any of its agents, employees and subcontractors who will be assigned to the work, together with the following information:

- A brief description identifying the role and responsibilities of each key personnel, with respect to the Services requested.
- A statement indicating whether the key personnel is an employee of the Respondent or is a Subcontractor; and,
- A resume for each key personnel, including subcontractors, that includes name, role/title, education and qualifications, professional affiliations, professional certifications, years of experience, specialties, and list of relevant project experience.

(5 points)

1.4 Include two (2) case studies of uniform work completed for other businesses that highlight pertinent experience to ensure the successful outcome of the Services requested. **(20 points)**

2. Supply Chain

2.1 Describe in detail your process for managing the following:

- Inventory management and inventory control
- Planning and purchasing (supplier risk management, sourcing, supplier performance management)

- Selecting apparel items and getting client approval
- Ability to meet deadlines

(10 points)

2.2 Describe the location of your main Canadian distribution centre, including the services provided within that distribution centre (i.e., embroidery, alterations, heat-seal, etc.). **(5 points)**

3. Processing of Orders and Returns

3.1 Describe the ordering process and tools available to your current customers. **(5 points)**

3.2 Describe in detail the size range offered in men's and women's garments. **(5 points)**

3.3 Describe in detail your process and turnaround times for non-standard orders (custom size or specialty fabrics). *A small percentage of employees may require custom size garments (made-to-measure) and/or a small percentage of employees may require alternative options due to allergies (to wool or polyester).* **(5 points)**

3.4 Describe your process in the event of a product change request by ONTC or as part of the implementation of an alternative product to respond to a stock shortage. Specify in particular the following points:

- Inventory of items being replaced
- Validation process of the alternative product
- Communication with ONTC

(5 points)

3.5 Confirm your ability to comply with the following turnaround time for orders:

Order Type	Maximum Acceptable Order Processing Time
Regular stock items	10 business days from date of order
Non-stock items	15 business days from date of order
Non-standard items (made to measure)	60 days from date of order
Bulk	10 business days from date of order
Returns or exchanges	10 business days from date of return

Note: If your turnaround time for orders differs from the one stated above, please provide details.

(5 points)

3.6 Describe in detail your return policy and process. **(5 points)**

4. New uniform implementation plan

4.1 Describe your deployment plan for creating and delivering the Northlander uniforms to ONTC.

Your response should assume November 2025 as the target date for employees to start wearing the uniforms.

Your answer must address the following elements:

- Description of a complete cycle including the timeframe suggested to complete Phase 1 (Northlander uniforms)
- Expectations of ONTC in terms of cooperation, support and involvement to ensure the successful implementation of your services

(10 points)

5. Quality Assurance, Quality Control and Warranty

5.1 Describe in detail your quality assurance (QA) and quality control (QC) programs, including the standards used to measure QC (ISO, etc.), in the following areas:

- Quality assurance of raw materials (fabric and trim), including lab testing for colour consistency, colour retention, wrinkle recovery and overall performance standards for uniform attire.
- Confirm that any and all lab tests are measured against established Canadian standards for textiles.
- Quality control at manufacturing locations: during the manufacturing process and once manufacturing is complete.
- Quality control at the distribution centre: receiving goods, inspection of outgoing orders, including logo and other embellishment applications, and inspection of items returned.

(10 points)

5.2 Describe your warranty policy including shelf life of garments, handling of premature wear and tear and manufacturing defects. **(5 points)**

5.3 Describe your quality assurance plan for your uniform management program services, including details of your approach to measuring and maintaining high quality services. **(5 points)**

6. Environmental Policy and Sustainability Policy

6.1 Describe in detail your program and process for ensuring that all garments, accessory items and packaging materials for the uniform items comply with the Global Restricted Substance List (RSL) and all regulations and laws that restrict or ban certain chemicals and substances. Respondents shall provide details of their environmental policies and procedures and their targets and objectives, including, but not limited to:

- Procedures to minimize the use of hazardous materials, energy and other natural resources, to minimize the generation of waste and to enable recycling and reuse of materials.

Any other points to highlight your commitment to sustainable purchasing would be an asset.
(15 points)

7. Exceptions

The Respondent must indicate here any exceptions taken to the Scope of Work. If this section is left blank, it will be assumed that the Respondent does not have any exceptions.

PART 5
REQUEST FOR PROPOSALS
DRAFT AGREEMENT

THIS AGREEMENT FOR GOODS AND SERVICES MADE EFFECTIVE XXX (the
“Effective Date”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

and

XXX

(“Supplier”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

1. **Definitions.** In this Agreement,

“Agreement” means this agreement and all attached schedules;

“Applicable Laws” or **“Applicable Law”** means means all requirements under or prescribed by the common law, and all applicable federal, provincial, regional, local or municipal laws, statutes, codes, acts, permits, licenses, ordinances, orders, by-laws, rules and regulations, which may now, or at any time hereafter be applicable to and enforceable in relation to the matters to which this Agreement relates;

“Change Order” has the meaning set out in Section 19;

“Confidential Information” means all information of ONTC that is of a confidential nature, including Personal Information and all confidential information in the custody or control of ONTC, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, Confidential Information shall:

- (a) include: (i) all new information derived at any time from any such information whether created by ONTC, the Supplier or any third-party; (ii) all information (including Personal Information) that ONTC is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to ONTC or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law;

“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 Supplier 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 Supplier to anyone employed by or otherwise connected with ONTC.

“Delivery Site” means any one of the locations for delivery of the Goods as advised by ONTC to the Supplier.

“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” 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, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, governmental embargo, or changes to any acts, orders, legislation, regulations, directives, or priorities of any government or other public authority; 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 or a lack of financial resources unless it is due

to a failure of the province to approve the appropriation from the Consolidated Revenue Fund for the Goods and Services.

“Goods” means the uniforms for On Board Services and Rail Crew related to ONTC’s Northlander passenger train service, as further specified in the Agreement to be provided to ONTC by the Supplier;

“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;

“Loss” or “Losses” means loss, liability, damage, cost, legal cost and disbursement whatsoever arising out of or related to the Goods, Services or this Agreement, whether in contract, tort or otherwise;

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

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

“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;

“Personal Information Bank” means a collection of personal information that is organized and capable of being retrieved using an individual's name or an identifying number or particular assigned to the individual;

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

“Supplier Parties” includes the Supplier and its officers, directors, employees, contractors and agents for whom it is at law responsible;

“Services” means production, packaging, delivery, inventory management, customer service, and other services related to the Goods and specified in the Agreement to be provided to ONTC by the Supplier;

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

“Term” has the meaning set out in Section 9, and includes any Renewal Term if applicable;

“Work Product” means all Goods, deliverables, reports, data, software, studies or other information, documents, or materials in any form which arises or is made, created or generated by or for the Supplier under the Agreement.

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. **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 body of this Agreement;
 - (b) Schedule A (Scope of Work) and Appendix A thereto;
 - (c) Schedule B (Supplier's Submission); and
 - (e) any other documents incorporated by reference in any of the foregoing.

If the Supplier's terms and conditions are supplied to ONTC in respect of the Goods or Services (including without limitation in any submission in response to a request for proposal or quote) those terms and conditions will be of no legal effect and will not constitute part of this Agreement (even if any representative of ONTC signs those terms and conditions or annexes them to the Agreement) unless ONTC expressly agrees in writing to be bound by all or any of the terms and conditions.

PARTICULARS OF THIS AGREEMENT

4. **Retainer.** ONTC hereby retains the Supplier to provide the Goods and Services, and the Supplier shall provide those Goods and Services to ONTC under the general direction and control of ONTC and subject to the provisions of this Agreement. This retainer is non-exclusive and ONTC may retain other service providers to provide similar goods and services.

5. **Goods and Services as Required.** The Goods and Services shall be provided as required by ONTC. ONTC does not guarantee any minimum level of purchase of Goods or use of the Services.
6. **Fees.** The fees which are the subject of this Agreement are [XXXX/described in Schedule B]. The parties may amend the fees by agreement in writing.
7. **Disbursements.** The fees in Schedule B include all costs, expenses and disbursements required to perform the Services and supply the Goods. ONTC will not pay any additional amount for disbursements unless the disbursements are approved in writing in advance by ONTC. The Supplier acknowledges that travel expenses 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>).

Maximum. The maximum amount payable by ONTC to the Supplier under this Agreement, excluding Harmonized Sales Tax, is: \$XXX CAN.

8. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years unless terminated early in accordance with this Agreement (the “Term”). ONTC shall have the option, exercisable in its sole discretion, to extend the Term of the Agreement for three (3) additional periods of one (1) year each (each a “Renewal Term”), upon providing the Supplier with at least 30 days’ Notice prior to the end of the Term or a Renewal Term, as the case may be.

PROVISION OF THE GOODS AND SERVICES

9. **Personnel.** The Supplier shall provide the Goods and Services using the Supplier Parties proposed in their submission attached as Schedule B. The Supplier shall not change the personnel providing the Goods and Services without ONTC’s prior written approval. The Supplier shall coordinate the activities of their personnel and be solely responsible for payment of all costs associated with the personnel. The Supplier shall be responsible for every act or omission of the personnel providing Goods and Services to ONTC.
10. **Standard of Care.** The Supplier shall:
 - (a) carry out the supply of the Goods and performance of 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 the supply of similar goods and services for a similar project at the time and place the Goods and Services are being provided; and

(b) give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise,

(the “**Standard of Care**”).

Any Goods and Services provided by Supplier Parties shall meet or exceed the Standard of Care and the Supplier shall be fully responsible therefor.

11. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Supplier’s performance of its obligations under this Agreement. The performance evaluation of the Supplier for the supply of these Goods and Services will be used in the assessment of the Supplier’s proposals in response to future procurements. The performance evaluation may also result in the Supplier 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>.
12. **Inadequate Goods or Services.** ONTC shall be the sole judge of the adequacy of the Goods and Services received and their value. If ONTC determines that any Goods or Services are not in conformity with the terms and conditions of this Agreement, including the Standard of Care and Applicable Laws, ONTC shall advise the Supplier who shall, except as otherwise provided in this Agreement, immediately correct at its own cost and expense the inadequate Goods or Services. Provided that if the quality of the Goods or Services is such that ONTC determines that the Supplier is not able to provide the Goods or Services in accordance with the Standard of Care or within the terms of this Agreement, ONTC may terminate this Agreement in accordance with the early termination provisions of this Agreement.
13. **Reports.** The Supplier shall provide the following reports to ONTC on a quarterly basis, or immediately if it pertains to an issue that may affect ONTC operations:
 - (a) **Delivery performance** - measurement of timeliness and accuracy of deliveries;
 - (b) **Inventory & usage** – per division or team; and
 - (c) **Quality Control** - documentation of quality assessments, testing & inspection results in compliance with Applicable Laws.

In addition, the Supplier shall provide an RMI Form (Responsible Manufacturers Information Form) to ONTC annually.

14. **Discontinuance of Services.** Despite anything to the contrary contained in this Agreement, ONTC may at any time, for any reason, discontinue any part of the Services. ONTC shall pay the Supplier for the chargeable amounts for the discontinued part of the Services up to the date that ONTC gives the Supplier Notice of its decision to discontinue the Services, or a later date if work, already commenced by the Supplier, cannot reasonably be discontinued until such later date. This shall be the only remedy of the Supplier for discontinuance of part of the Services. The Supplier shall not be entitled to make any claim for loss of profit on the discontinued Services.
15. **Obligations of the Supplier.** The Supplier shall:
- (a) provide the Goods and Services in compliance with all Applicable Laws, as amended from time to time;
 - (b) provide all skills, labour, supervision, equipment, materials, supplies, transport and storage required for the supply of Goods and performance of the Services;
 - (c) obtain all permits required to provide the Goods and Services and provide them to ONTC upon request;
 - (d) ensure that it and its personnel have all certifications and training required to provide the Goods and Services, keep such certifications in good standing and training up-to-date, and provide evidence of same to ONTC upon request;
 - (e) ensure that all Goods meet ONTC's requirements set out in the Agreement including without limitation Appendix A of Schedule A;
 - (f) while being on ONTC's property, comply with ONTC's policies, including without limitation its Fit for Duty Policy;
 - (g) perform and cause the Supplier Parties to perform the supply of Goods and Services with diligence and in a courteous and business-like manner;
 - (h) not subcontract any of its obligations under the Agreement without the written consent of ONTC;
 - (i) avoid any Conflict of Interest during the performance of its obligations under the Agreement; and
 - (j) disclose to ONTC any Conflict of Interest the Supplier has or potentially has that arises during the performance of its obligations under the Agreement.

16. **Conflict of Interest.** If a potential or actual Conflict of Interest of the Supplier arises during the Supplier's performance of the Goods and Services,
- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
 - (b) ONTC has the right to prescribe the manner in which the Supplier should resolve the Conflict of Interest; and
 - (c) ONTC may terminate the Agreement immediately upon Notice to the Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, if the Supplier fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

TITLE AND RISK

17. **Title and Risk.** Title to the Goods and all risk of loss of or damage thereto remains with the Supplier until the Goods are delivered to and accepted by ONTC or the ONTC Parties at the relevant Delivery Site.

CHANGES

18. **Changes.** Changes of any kind to the scope of the Goods and Services shall only be made by the Supplier upon receipt of a written change order signed by an authorized member of each Party (each, a "**Change Order**") or a Change Directive (as defined below). ONTC may at any time by issuing a Change Order or Change Directive make any change in the Goods or Services to be provided by the Supplier. The Change Order shall specify the details of the change in scope, any agreed adjustment to the Price, and any agreed adjustment to the time for performance, of the Goods and Services, whether an increase or reduction. A Change Order shall represent full payment for all costs and any adjustment to the scope or schedule associated with the change or changes for which it was issued.
19. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Supplier 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 Supplier shall immediately proceed with the changes to the Goods or Services as identified therein. The Parties shall then seek to finalize a Change Order as soon as commercially reasonable. Prior to the finalization of the relevant Change Order, the Supplier shall be entitled to payment for pre-approved, reasonable documented costs

incurred in respect of a Change Directive, with any additional pre-approved proven reasonable expenses incurred pursuant to a Change Directive charged at cost.

20. **Unauthorized Changes.** ONTC shall have no liability whatsoever for any claim for payment for additional goods or services provided or costs incurred by the Supplier which have not been authorized in advance by ONTC by way of a Change Order or a Change Directive.

PAYMENT FOR THE SERVICES

21. **Invoices.** The Supplier shall provide invoices to ONTC monthly. Invoices shall be sent to the ONTC contact person for the Goods and Services and to pay.inv@ontarionorthland.ca. ONTC shall pay the Supplier the properly charged amounts incurred by the Supplier in providing the Goods and Services within 30 days of receipt of the invoice, subject to any dispute or right of set off by ONTC.
22. Without limitation, ONTC shall be entitled to deduct from or, set off against, any amounts payable by ONTC to the Supplier under the Agreement:
- (a) any amount expended by ONTC in exercising ONTC's rights under the Agreement to perform any of the Supplier's obligations under the Agreement that the Supplier has failed to perform;
 - (b) any Losses incurred by ONTC as a result of the failure of the Supplier to perform any of its obligations under the Agreement; and
 - (c) any other amount owing from the Supplier to ONTC under the Agreement.

CONFIDENTIAL INFORMATION

23. **General Confidentiality Requirements.** The Supplier shall:
- (a) ensure that all Supplier Parties comply with all the provisions of this Agreement relating to Confidential Information and the Supplier shall be responsible for any failure by any Supplier Party to do so;
 - (b) use Confidential Information only for the purposes of providing the Goods and Services;
 - (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,

(d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Supplier.

24. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Supplier shall keep confidential all Confidential Information collected on behalf of ONTC or disclosed to it by ONTC and shall protect the Confidential Information disclosed to it by ONTC, in the same manner and to the same extent that it protects its own Confidential Information. This obligation shall survive the termination of this Agreement.

25. **Disclosing Confidential Information.** The Supplier may disclose Confidential Information if:

(a) ONTC approves the disclosure in writing;

(b) the Supplier is required by law to disclose it, in which case it shall promptly notify ONTC to allow ONTC the opportunity to intervene to prevent the disclosure;

(c) the Confidential Information is generally and publicly available; or

(d) the Confidential Information was disclosed to the Supplier on a non-confidential basis from a source other than ONTC which the Supplier believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;

(e) is developed by the Supplier independently of, or was known by the Supplier prior to, any disclosure of such information made by ONTC; or

(f) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards or in connection with any judicial or other proceeding relating to Supplier's Services to ONTC or this Agreement.

26. **FIPPA.** The Supplier specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Supplier. Where the Supplier is collecting Personal Information on behalf of ONTC, the Supplier must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.

27. **Breach of Confidentiality.** The Supplier acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the

Confidential Information or an unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Supplier breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Supplier, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which ONTC may have under this Agreement or otherwise in law or in equity. This section shall continue to bind the Supplier after the expiry or termination of this Agreement.

PERSONAL INFORMATION

28. **Purpose.** Personal Information may be received by, created, collected, processed, used, maintained, disclosed, or disposed of by the Supplier only for the purpose of providing the Goods and Services under the Agreement, and in strict compliance with Privacy Laws and ONTC policies related to the protection of Personal Information.
29. **Accuracy.** The Supplier is responsible for taking reasonable steps to ensure that the Personal Information created or maintained by the Supplier in the course of providing the Goods and Services pursuant to this Agreement is accurate and up-to-date.
30. **Control.** All Personal Information provided by ONTC to Supplier and all records containing Personal Information that are created or maintained by the Supplier in the course of providing the Goods and Services pursuant to this Agreement shall be and remain the property and under the control of ONTC. Personal Information shall be separated from Supplier's other records or data holdings in accordance with the procedures set out in Supplier's submission in Schedule B.
31. **New Personal Information Bank.** If the Supplier creates a new Personal Information Bank as a result of providing the Goods and Services pursuant to this Agreement, the Supplier will notify ONTC of the new Personal Information Bank.
32. **Return or Destruction.** At the end or earlier termination of the Agreement, or at any time during the Agreement as directed by ONTC, the Supplier must either return or destroy/delete, at ONTC's discretion, all Personal Information. Until the Personal Information is returned or destroyed/deleted, the Supplier shall continue to ensure compliance with this part PERSONAL INFORMATION. Personal Information is to be securely wiped from all computers of the Supplier, Supplier Parties and any Third Parties in such a way as to render the data unrecoverable. The Supplier will confirm the mechanisms and procedures that will be employed to ensure that ONTC Personal

Information cannot be recovered or restored once the engagement is complete. Such process must be approved by ONTC in writing in advance.

33. **Retention.** Personal Information must be retained for a minimum of one year after its use to ensure that an individual has a reasonable opportunity to obtain access. Personal Information may be destroyed earlier than one year if an individual to whom the Personal Information belongs consents to an earlier destruction. If the Supplier receives Personal Information in error that is not used in relation to the Services pursuant to this Agreement, the Supplier is not required to retain the Personal Information for one year.
34. **Security.** Having regard to the available technology, cost of its implementation, the nature, scope, context and purposes of the Personal Information collection, use and disclosure, and taking into account the harm that might result from accidental loss, destruction, disclosure or damage of Personal Information, the Supplier will implement appropriate technical and organizational measures designed to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. The Supplier shall comply with its information management and security plan included in its submission in Schedule B with respect to its safeguards for the protection of Personal Information, which, at a minimum, shall include:
- (a) limiting access of Personal information to its authorized Supplier Parties set out in Schedule B and authorized Third Parties;
 - (b) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - (c) implementing network, device application, database and platform security;
 - (d) securing information transmission, storage and disposal;
 - (e) implementing authentication and access controls within media applications, operating systems and equipment;
 - (f) encrypting Personal Information stored on any mobile media;
 - (g) encrypting Personal Information transmitted over public or wireless networks;

- (h) strictly segregating Personal Information from information of the Supplier or its other customers so that Personal Information is not commingled with any other types of information;
- (i) implementing appropriate security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law;
- (j) providing appropriate privacy and information security training to Supplier Parties; and
- (k) ensuring Supplier Parties and Third Parties who are authorized to access Personal Information are bound to obligations to protect Personal Information equivalent to those provided for herein.

35. **Co-operation:** if the Supplier receives any request for disclosure of Personal Information for a purpose not authorized under this Agreement, or if it becomes aware that disclosure may be required by law, the Supplier shall immediately notify ONTC about the request or demand for disclosure and must not disclose the information unless otherwise directed to do so in writing. The Supplier shall cooperate with and assist ONTC to enable ONTC to comply with its obligations under Privacy Laws, including without limitation responding to requests, inquiries, or notifications to or from (i) individuals relating to their Personal Information, or (ii) entities tasked with enforcing Privacy Laws.
36. **Trans-border data flow:** The Supplier is prohibited from disclosing and/or transferring any Personal Information outside the boundaries of Canada or allowing parties outside Canada to have access to it, without the prior written approval of ONTC, and the Supplier shall implement policies to prevent direct or remote access from outside of Canada as outlined in its submission in Schedule B.
37. **Third Parties.** The Supplier may not allow any third parties to access any Personal Information in connection with the provision of the Services, without the prior written consent of ONTC. The Supplier must confirm with third parties that they have equivalent data protection obligations as in this Agreement. The Supplier shall provide ONTC with an up-to date list of all authorized third parties engaged in the Services who will have access to Personal Information.
38. **Audit.** Upon ONTC's written request and at ONTC's expense, to confirm compliance with this Agreement, as well as any Applicable Laws and industry standards, the Supplier shall promptly and accurately complete a written information security questionnaire provided by ONTC or a third party on ONTC's behalf regarding Supplier's business practices and information technology environment in relation to all Personal Information being handled

and/or Services being provided by the Supplier to ONTC pursuant to this Agreement. The Supplier shall fully cooperate with such inquiries. ONTC shall treat the information provided by the Supplier in the security questionnaire as the Supplier's Confidential Information.

39. **Privacy Breach.** The Supplier agrees to the following procedures and obligations regarding any Personal Information data breach:

(a) In the event of a Personal Information data breach, the Supplier shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The Supplier shall also notify ONTC without undue delay after having become aware of the breach and provide a draft public notification. Such notification will be reviewed and approved by ONTC and shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Reasonable and appropriate measures to be followed by the Supplier to minimize the risks and liabilities associated with a security breach or the unauthorized use of Personal Information are set out in Schedule B; and

(b) The Supplier's breach of any of its covenants or obligations set forth under the parts "**Confidentiality**" and "**Personal Information**" is a material breach of this Agreement. In such event, ONTC may terminate the Agreement effective immediately upon written Notice to the Supplier without further liability or obligation to ONTC.

40. **Precedence:** The privacy provisions of FIPPA and this part "Personal Information" shall supersede the provisions of the part "Confidential Information" with respect to the collection, retention, use, disclosure and disposal of Personal Information.

41. **Survival:** This part "Personal Information" shall survive the expiry or termination of this Agreement

INTELLECTUAL PROPERTY

42. **Intellectual Property.** To the extent that Supplier has developed and uses certain Intellectual Property in respect of the provision of the Goods and/or Services (the "**Background Intellectual Property**"). ONTC acknowledges that the Background Intellectual Property is the sole and exclusive property of the Supplier and ONTC shall not acquire any right, title or interest therein other than the right to use and access the

Background Intellectual Property during the Term. For greater certainty, ONTC is specifically prohibited from reproducing or recreating any such Background Intellectual Property either during the Term or at any time thereafter.

43. **ONTC Intellectual Property.** As the Supplier requires the use of certain Intellectual Property of ONTC related to the Goods, namely logos, marks, and other insignia of ONTC (individually or collectively, the "**ONTC Intellectual Property**"), ONTC hereby grants the Supplier the right to use the ONTC Intellectual Property solely in order to produce the Goods, subject to the terms and conditions of this Agreement. For clarity, no use may be made by or under the authority of the Supplier of the ONTC Intellectual Property separate and apart from the production of the Goods and the ONTC Intellectual Property shall remain the exclusive property of ONTC. Nothing in this Agreement shall be construed as granting any license or other right in ONTC Intellectual Property.
44. **Work Product.** All information in any form prepared by or for the Supplier as part of the Work Product is, unless approved by ONTC in writing to the contrary, the sole property of ONTC and ONTC shall own all Intellectual Property rights in it. If the Supplier or any Supplier Parties owns any Intellectual Property rights in any Work Product, it shall promptly transfer and assign such Intellectual Property rights to ONTC. The Supplier shall sign all documents and take all actions that may be necessary to ensure that ONTC owns the Work Product and the Intellectual Property rights in the Work Product.

INDEMNITY AND LIMITATION OF LIABILITY

45. **General Indemnity.** The Supplier 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 Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or Supplier 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 Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or 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.

46. **Specific Indemnities.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties 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 Supplier Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Supplier 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 Supplier or Supplier 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;
 - (d) any claim against ONTC arising from the failure of the Supplier to protect the confidentiality of Confidential Information;
 - (e) any claim against ONTC arising from the failure of the Supplier to protect Personal Information or to comply with any of its obligations with respect thereto; and
 - (f) safety infractions committed by the Supplier under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
47. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person while providing the Goods or Services and for any damage caused to ONTC's physical property by an act or omission of the Supplier or a Supplier Party.
48. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the provision of the Goods or Services unless caused by the negligent act or omission of ONTC or ONTC Parties.
49. **Waiver.** The Supplier 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 Supplier or Supplier Parties and for any loss or damage of the Supplier unless caused by the negligent act or omission of ONTC or ONTC Parties.
50. **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; and,

(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, 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.

51. **Survival.** The sections in this part “Indemnity and Limitation of Liability” shall survive the expiry or termination of this Agreement.

INSURANCE

52. **Insurance.** The Supplier 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, bearing original signatures of authorized insurance representatives and satisfactory to ONTC:

(a) Commercial General Liability Insurance to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence, including “Ontario Northland Transportation Commission” as an additional insured, with no limitations on or exclusions from coverage arising from working on or around railway property, covering bodily injury, personal injury, death and damage to property, including loss of use of such property, containing cross liability coverage and preclude subrogation claims by the insurer against ONTC and endorsed to provide ONTC with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage; and

(b) Automobile Liability Insurance with a limit of not less than five million dollars (\$5,000,000) 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 Supplier, and standard non-owned automobile form policy including standard contractual liability endorsement.

53. **Insurance Primary.** The Supplier shall ensure that all the insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Supplier shall not do or omit to do anything which would impair or invalidate the insurance policies.
54. **Certificates.** The Supplier shall on request provide to ONTC or its designee certificates of insurance and endorsements as evidence of the insurance required under the Agreement.

FORCE MAJEURE

55. **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

56. **Early Termination.** This Agreement may be terminated early as follows:
- (a) by the mutual written agreement of the parties;
 - (b) by ONTC immediately upon written Notice to the Supplier if the Supplier is in default or breach in respect of any condition or provision of this Agreement;
 - (c) by ONTC, for any reason, upon not less than ten (10) days' prior written Notice; or,
 - (d) by the Supplier 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 Supplier within thirty (30) days of providing written Notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

57. **Immediate Termination.** This Agreement will terminate immediately upon:
- (a) the winding up or dissolution of the Supplier; or
 - (b) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Supplier 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.
58. If this Agreement is terminated early for any reason other than those described in section 57(a) or (d), then:
- (a) ONTC is excused from further performance under this Agreement;
 - (b) any money payable by the Supplier 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 Supplier, cannot reasonably be discontinued until such later date;
 - (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier; and
 - (e) ONTC may enter an agreement with another person to provide the balance of the Services. The Supplier shall be liable for all costs incurred by ONTC in having the Services completed by another person(s).

CORRUPTION, FORCED LABOUR, SANCTIONS

59. The Supplier warrants that:
- (a) no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into this Agreement with the Supplier.
 - (b) it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Supplier becomes aware of an actual or attempted bribe,

extortion, delay or obstruction relating to this Agreement, the Supplier shall report the incident to ONTC immediately.

- (c) it is unaware of any forced labour or child labour being used at any step of the production of goods produced, purchased or distributed by it in Canada or elsewhere or for the production of goods imported by the Supplier.
- (d) it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Supplier shall comply with the reporting requirements under the Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9.

60. In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the United Nations Act, the Special Economic Measures Act (SEMA), or the Export and Import Permits Act. The text of any such regulations is published in the Canada Gazette, Part II. It is the only text which is authoritative. The Supplier shall comply with any such regulations that are in force on the Effective Date of the Agreement and will require such compliance by its first-tier Subcontractors. ONTC relies on such undertaking from the Supplier to enter into this Agreement, and any breach of such undertaking shall entitle ONTC to terminate this Agreement for default and to recover damages from the Supplier, including excess re-procurement costs.

COMMUNICATIONS

61. ONTC or the Government of Ontario will lead and make any announcements relating to this Agreement and the Goods and Services. The Supplier shall not make any announcement of any kind, including press releases, social media posts, public declarations, or any form of publication or announcement, in relation to this Agreement or the Goods and Services unless prior written consent is given by ONTC. Should the Supplier be contacted by any media outlet or other person or entity wishing to make any form of publication or announcement, or seeking any information, in relation to this Agreement or the Goods and Services, the Supplier shall provide no comment and shall immediately notify ONTC. The Supplier shall immediately notify ONTC if it becomes aware of any publication or announcement relating to the Agreement or the Goods and Services

GENERAL

62. **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 enure 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.
63. **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:

E:

And to:
Legal Services & Corporate Governance
Legal@ontarionorthland.ca

To the Supplier at:

Attention:

T:

E:

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

64. **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.

65. **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.
66. **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.
67. **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 Supplier as though such section or part or parts thereof had never been included in this Agreement.
68. **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.
69. **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.
70. **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by electronic transmission of a .pdf of the executed Agreement and the parties may rely upon the .pdf document as though the .pdf document was an original hard copy of the Agreement. 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.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____

Name:

Title:

Date _____

I have authority to bind the corporation.

XXXX

Per _____

Name:

Title:

Date _____

I have authority to bind the corporation.

Schedule “A”

Scope of Work

Appendix A to Schedule A

[attach]

Schedule B
Supplier's Submission