

ONTARIO NORTHLAND

TRANSPORTATION COMMISSION

Request for Proposal No. RFP 2025 070

For

Winter Maintenance Services - Sudbury

REPLY BY DATE: Friday, August 22, 2025 at 2:00:00 p.m.

Primary Contact:

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Table of Contents

PART 1 REQUEST FOR PROPOSAL	1
SECTION 1 - INTRODUCTION	2
1.1 General	2
1.2 Ontario Northland Transportation Commission	3
SECTION 2 - THE RFP DOCUMENTS	4
2.1 Invitation for Proposals Documents	4
2.2 Priority of Documents	5
2.3 Distribution of Documents	5
2.4 Information Provided by ONTC	5
SECTION 3 - THE RFP PROCESS	6
3.1 RFP Process	6
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	13
SECTION 4 - PROPOSAL CONTENT AND FORMAT	13
4.1 Format and Content of Proposal	13
4.2 Proposal Submission Form	14
4.3 References and Past Performance Issues	15
4.4 Conflict of Interest	15
SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION	16
5.1 Submission of Proposals and Late Proposals	16
5.2 Late Proposals	16
5.3 Withdrawal of Proposals	17
5.4 Amendment of Proposals	17
5.5 One Proposal per Person or Entity	17

SECTION 6 - PROPOSAL EVALUATION	17
6.1 Evaluation Team.....	17
6.2 Evaluation of Proposals	18
6.3 Short-Listing	18
6.4 Interviews, Site Visits, Demonstrations and Presentations	19
SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS.....	19
7.1 ONTC's Discretion	19
7.2 Disqualification.....	19
7.3 General Rights of ONTC.....	21
SECTION 8 - AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT	21
8.1 Finalization of the Agreement	21
8.2 Notification If Successful or Not	23
8.3 Debriefing	23
SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTC	23
9.1 Limit on Liability	23
9.2 Power of Legislative Assembly	24
9.3 RFP Not a "Bidding Contract" or a Tender	24
SECTION 10 - RESPONDENT PERFORMANCE.....	24
10.1 General.....	24
10.2 Respondent Performance Evaluation.....	24
10.3 Respondent Ratings for Proposal Evaluation Purposes	24
SECTION 11 - TRANSPARENCY AND FAIRNESS	25
11.1 General.....	25
SECTION 12 - INTERPRETATION.....	25
12.1 General.....	25
PART 2 INVITATION FOR PROPOSALS - SUMMARY OF REQUIREMENTS.....	1
SCHEDULE 2-A RFP DATA SHEET	2
SCHEDULE 2-B PARTICIPATION REGISTRATION FORM.....	5
PART 3 INVITATION FOR PROPOSALS - SPECIFICATIONS.....	1
SCHEDULE 3-A-1 SCOPE OF WORK	2
SCHEDULE 3-A-2 POLICIES AND PROCEDURES.....	5

PART 4 INVITATION FOR PROPOSALS - FORM OF PROPOSAL 1

PART 5 INVITATION FOR PROPOSALS - DRAFT AGREEMENT 1

PART 1
REQUEST FOR PROPOSAL

SECTION 1 - INTRODUCTION

1.1 General

- (1) Ontario Northland Transportation Commission ("ONTC") is issuing this Request for Proposal ("**RFP**") to obtain Proposals from a 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 Schedule 2-A of 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 (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 centers providing access to education, medical appointments, shopping, and seamless connections to other transportation providers. The Polar Bear Express passenger train connects Moosonee and Cochrane, Ontario, providing an all-season land link for Indigenous communities on the James Bay Coast.

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

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations top of mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 1,000 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 Proposal Documents

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

Part 1 - Request for Proposal

Part 2 - Request for Proposal - 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 - Policies and Procedures

Part 4 - Form of Proposal

- (a) Proposal Form 1 - Proposal Submission Form
- (b) Proposal Form 1-A - Schedule of Prices
- (c) Proposal Form 2 - Respondents' General Information
- (d) Proposal Form 3 - Acknowledgement to Comply with Part 3
- Request for Proposals Specifications
- (e) Proposal Form 4 - References
- (f) Proposal Form 5 - Contract Compliance Proposal Form
- (g) Proposal Form 6 - Health, Safety and Environment
- (h) Proposal Form 7 - Qualitative Proposal
- (i) Proposal Form 8 - Claims

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) 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 Proposal;
 - (d) Part 3 - RFP Specifications; and
 - (e) Any other RFP Documents.

2.3 Distribution of Documents

- (1) ONTC will use e-mail distribution to distribute all RFP Documents to the invited Respondents.
- (2) Each Respondent is solely responsible for making appropriate arrangements to receive and access the RFP Documents.

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 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 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 **Nicole Laplante, Procurement Contracts Specialist, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 ext. 588, nicole.laplante@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 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 clarification shall not be construed as acceptance by ONTC of a Proposal.

SECTION 4 - PROPOSAL CONTENT AND FORMAT

4.1 Format and Content of Proposal

- (1) Respondents shall submit their Proposal electronically to the contact person via email.
- (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) Information provided by Respondents on hard copy Proposal forms may be amended prior to the Proposal submission, provided the amendments are initialed by an authorized representative of the Respondent. Un-initialed pre-submission amendments may result in the Proposal being declared non-compliant.
- (5) Proposals that are unsigned, improperly signed, incomplete, conditional or illegible, may be declared non-compliant.
- (6) 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.
- (7) Price
 - (a) Price shall be an all-inclusive lump sum price (**excluding HST**), unless otherwise indicated in the RFP Documents; and,
 - (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.
- (8) 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 references 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 in the RFP Data Sheet.
- (2) Proposals must be received before the time noted in the RFP Data Sheet.
- (3) Proposals which are submitted in person, by facsimile transmission or by electronic means other than e-mail 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 a Bid Submission, a Respondent may withdraw its Proposal at any time before the Submission Deadline by notifying the Contact Person by e-mail.

5.4 Amendment of Proposals

- (1) When submitting a Bid Submission, Respondents may amend their Proposals after submission but only if the original Proposal is withdrawn and the amended Proposal is submitted before the Submission Deadline.
- (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 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 5.5(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**").
- (2) After selection of the Short-listed Respondent(s), ONTC may, in its sole discretion, negotiate changes, amendments or modifications to the Short-listed Respondent's Proposal or the Final Agreement.
- (3) If ONTC is of the opinion that any of the following apply, then ONTC may, in ONTC's sole discretion, decline to select that Respondent to be a Short-listed Respondent:
 - (a) a Respondent has submitted a price that is clearly insufficient to perform the supply of 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 Technical Submission, where the RFP Data Sheet set out a minimum requirement.

6.3 Short-Listing

- (1) The Evaluation Team will establish the list of Short-listed Respondents based on the Evaluation Criteria.
- (2) The number of Respondents short-listed is in the sole discretion of ONTC.

6.4 Interviews, Site Visits, Demonstrations and Presentations

- (1) ONTC may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations as part of the evaluation process if set out in the RFP Data Sheet.
- (2) The evaluation of any interviews, demonstrations, site visits or presentations will be conducted in accordance with the process set out in the RFP Data Sheet.
- (3) ONTC may conduct interviews, demonstrations, site visits or presentations with some or all Respondents, or may restrict participation to only the Short-listed Respondent(s).

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 5.5(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 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;
 - (h) 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;
 - (i) The Proposal is not Substantially Compliant;
 - (j) 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
 - (k) The Respondent has received a Respondent Performance Evaluation as part of ONTC's Respondent 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 5 - 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 5, 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 five (5) 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;
 - (b) Executed Contractors Health and Safety Responsibility Agreement;
 - (c) Respondent's Health and Safety, and Environmental Policies; and

- (d) 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 - RESPONDENT PERFORMANCE

10.1 General

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

10.2 Respondent Performance Evaluation

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

10.3 Respondent Ratings for Proposal Evaluation Purposes

- (1) ONTC may access a Respondent's Respondent 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 Respondents.
- (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 PROPOSAL

SUMMARY OF REQUIREMENTS

**PART 2 - REQUEST FOR PROPOSAL
 SUMMARY OF REQUIREMENTS
 RFP DATA SHEET**

RFP 2025 070 Winter Maintenance Services - Sudbury	
Contact Details	
Contact Person	Nicole Laplante Procurement Contracts Specialist
Department	Public Procurement
Contact Information	555 Oak Street East North Bay, ON P1B 8L3 Email: nicole.laplante@ontarionorthland.ca Tel: 705-472-4500 Ext. 588
Quotation Details	
Site Visit	There will be no site visit associated with this RFP.
Validity of Quotations	90 days following closing date
Format of Submission	<p>Respondents shall submit their Proposal through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Proposals, Section 5.1 (1) (a).</p> <p>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.</p> <p>Proposals which are submitted by facsimile transmission, by email or by electronic means other than MERX will NOT be considered.</p>
Two-Envelope Process	This procurement <u>will not</u> be a two-envelope process
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 PROPOSAL
SUMMARY OF REQUIREMENTS *cont'd*
RFP DATA SHEET**

RFP 2025 070 Winter Maintenance Services - Sudbury			
Proposal Detail <i>cont'd</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 section 6.2 (3) of the RFP.</p>		
	Item	Included in Proposal (indicate with <input type="checkbox"/>)	Item is classified as Material
	This checklist		
	Proposal Form 1 - Proposal Submission Form		Material
	Proposal Form 1-A - Schedule of Prices		Material
	Proposal Form 2 - Respondents' General Information		Material
	Proposal Form 3 - Acknowledgement to Comply with Part 3 - Request for Proposals Specifications		Material
	Proposal Form 4 - References		Material
	Proposal Form 5 - Contract Compliance Proposal Form		
	Proposal Form 6 - Health, Safety and Environment		Material
	Proposal Form 7 - Qualitative Proposal		Material
	Proposal Form 8 - Claims		

**PART 2 - REQUEST FOR PROPOSAL
SUMMARY OF REQUIREMENTS *cont'd*
RFP DATA SHEET**

RFP 2025 070 Winter Maintenance Services - Sudbury			
Important Dates			
Publication Date	Wednesday, July 23, 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	Friday, August 22, 2025 at 2:00:00 p.m. (EDT)		
Procedure of Selection			
Mandatory Requirements	Respondents must satisfy all of the Mandatory Requirements listed below. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements <u>will be</u> disqualified from the RFP Process.		
	Mandatory Requirement	Pass	Fail
	Respondent has participated in the Mandatory Respondents' Meeting		
	Respondent has provided sufficient evidence to pass the Contractor Safety Pre-Qualification (Part 4 - Form of Proposal, Proposal Form 7, Health, Safety and Environment)		
	Respondent must be an Ontario Business.		

**PART 2 - REQUEST FOR PROPOSAL
SUMMARY OF REQUIREMENTS *cont'd*
RFP DATA SHEET**

RFP 2025 070 Winter Maintenance Services - Sudbury		
Procedure of Selection		
Evaluation General Procedure	ONTC will proceed with an evaluation of the quotations. The evaluation will be based on the following criteria:	
Evaluation Criteria	Description	Weight
	<p>Price</p> <p>ONTC will use the following to calculate the initial score for price:</p> <p>Lowest price of all quotations / price of Respondent x 60 = Score</p> <p><u><i>This information should be provided under Proposal Form 1-A - Schedule of Prices</i></u></p> <p><i>ONTC reserves the right in its sole discretion to consider the best overall value when evaluating price and adjust the score accordingly. If ONTC, in its sole discretion, is the opinion that the Respondent has submitted a price that is too low to adequately complete the scope of work, then ONTC reserves the right not to use that price as the "Lowest price of all quotations".</i></p>	60
	<p>Qualitative Proposal</p> <p>ONTC will assess Respondents' experience and qualifications, and ability to complete the project considering the following areas:</p> <ul style="list-style-type: none"> Respondents shall include a Company Profile/Background summary (including any subcontractors, if any), detailing services offered, location of office(s), number of employees and demonstrate a minimum of 5 years' experience in winter maintenance/snow removal services. Respondents shall also include resumes of personnel that will be performing the services; - 10 points Respondents shall provide a lot monitoring schedule in order to prevent hazardous conditions. Respondents shall also provide their operational plan, demonstrating their schedule is logical and confirming they are able to meet all requirements as set out in the Scope of Work, including, but not limited to, their availability (November 15 to April 15) for each term - 15 points <p><u><i>This information shall be provided under Proposal Form 7 - Qualitative Proposal.</i></u></p>	25

**PART 2 - REQUEST FOR PROPOSAL
 SUMMARY OF REQUIREMENTS *cont'd*
 RFP DATA SHEET**

RFP 2025 070 Winter Maintenance Services - Sudbury		
Procedure of Selection		
Evaluation Criteria	Description	Weight
	References Respondents shall provide a minimum of three (3) references demonstrating recent work completed by the Respondent for customers for which they have provided similar services - 9 points (3 points each) <u><i>This information shall be provided under Proposal Form 4 - References</i></u>	9
	Health, Safety and Environmental Respondents shall provide a copy of their Health, Safety and Environmental policy - 6 points <u><i>This information shall be provided under Proposal Form 6 - Health, Safety and Environment</i></u>	6
	Total	100

**PART 2 - REQUEST FOR PROPOSAL
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 070
Description of Requirement: Winter Maintenance Services - Sudbury

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.

Nicole Laplante
Procurement Contracts Specialist
Ontario Northland Transportation Commission
Phone: 705-472-4500 Ext. 588
Email: nicole.laplante@ontarionorthland.ca
Website: www.ontarionorthland.ca

PART 3

REQUEST FOR PROPOSAL

SPECIFICATIONS

**PART 3 - REQUEST FOR PROPOSAL
SPECIFICATIONS
3-A-1 SCOPE OF WORK**

1. Summary

ONTC requires Snow Removal Services at its Sudbury Station, located at 1663 The Kingsway, Sudbury, ON.

The duration of this contract will be two (2) years plus the option to extend for an additional three (3), one (1) year terms.

2. Scope of Work

Supply of all labour, materials, equipment and services necessary to provide complete snow removal services for the entire premises.

Snow removal services shall consist of, but not be limited to, the following:

- Removal of ice, slush and snow including all accumulated, drifted or blown snow.
- Supply and application of sand/salt mixture and anti-ice pellets to prevent ice formation.

It is the option of the Contractor to either employ his own staff and equipment and/or obtain the services of a fully qualified and experienced snow clearing Subcontractor for the performance of this work.

In either case, the Contractor shall be fully responsible for the direct supervision, administration and payment for all snow clearing services herein specified.

Regular Coverage November 15 - April 15

Areas

- Parking Areas
- Driveways
- Sidewalks
- Bus Loading Parking Spaces
- Bus Loading Platforms for Passengers
- Building Entrances (all doors and bay doors)

Schedule and Specifications

- Time schedule for evenings will be approximately 7:00 p.m. as needed seven days per week or as deemed necessary by ONTC.

PART 3 - REQUEST FOR PROPOSAL
SPECIFICATIONS *cont'd*
3-A-1 SCOPE OF WORK

- Time schedule for mornings will be before approximately 6:00 a.m. as needed seven days per week or as deemed necessary by ONTC.
- Snow removal and salting and sanding services may be required weekdays between the hours of 6:00 a.m. and 7:00 p.m. pursuant to the inspections performed.
- Snow removal and salting and sanding services shall also be provided promptly when requested by ONTC from time to time.
- Snow clearance will be required when 5.0 or more centimetres of snow have fallen on the Premises' parking areas, walkways and entrances. The Contractor shall attend at the Premises three (3) times daily, seven (7) days per week at approximately 6:00 a.m., 2:30 p.m. and 7:00 p.m., or more frequently where it is reasonable to do so having regard to the weather conditions, to inspect the snow and ice conditions for the purposes of snow clearing and salting and sanding.
- 16 April - 14 November - provide snow clearing and salting and sanding when it is reasonable to do so having regard to the weather conditions.
- From time to time, ONTC may request that the Contractor attend at the Premises and determine if salting and/or sanding is required, and the Contractor shall thereupon attend at the Station Premises promptly and inspect the ice conditions. Provided that Contractor acknowledges that this requirement is not intended to disclaim Contractor's obligation to inspect the ice conditions three times daily or more frequently where it is reasonable to do so under the circumstances.
- Snow shall be ploughed and piled on the Premises in such a manner as not to interfere with cars, vehicles or pedestrian traffic. Areas of snow piling will be determined by ONTC's representative. The Contractor will not remove any snow from the Station Premises without first receiving prior written approval from authorized ONTC personnel.
- No piling of more than five metres of snow on any part of the property will be allowed.
- Salting and sanding will be done when ice conditions occur or when directed by ONTC. The sand/salt mixture shall consist of six parts sand and two parts salt. Sand/salt mixture shall be used on roadways, parking lots and sidewalks except sidewalks within ten metres of building entrances. Sidewalks within ten metres of building entrances shall be sprinkled with anti-ice pellets only to reduce tracking of sand and salt into the building.

PART 3 - RFP SPECIFICATIONS
SCHEDULE 3-A-2
POLICIES AND PROCEDURES

The Successful Respondent will be required to adhere to the following ONTC Policies and Procedures while under contract with ONTC, and which are attached to this Schedule 3-A-2.

TITLE
ONTC Contractor / Subcontractor

DATE FORMALIZED February 2019 REVISED September 17, 2024	CONTRACTOR/SUBCONTRACTOR HEALTH AND SAFETY POLICY
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POLICY STATEMENT

In keeping with our values of Safety Full Stop, Go Beyond, Lead the Way, and Never Stop Caring, Ontario Northland Transportation Commission (ONTC) adheres to the requirements of the Canada Labour Code and all applicable Regulations by ensuring that all selected contractors and subcontractors meet the set health and safety standards associated with each project.

All work shall be done safely no matter how urgent the job is and ONTC will assure that all contractors and subcontractors working on any ONTC property and/or project will follow this policy, adhering to all health and safety legislation and working in a manner that puts the safety of each employee/worker and the environment as the top priority.

PURPOSE

The purposes of this policy are to:

- Ensure that the health and safety of all Ontario Northland Transportation Commission (ONTC) employees, equipment, property, and environment are protected when work is being performed by an outside agency.
- Ensure that all contractors retained by the ONTC are compliant with ONTC policies, procedures, standards, and applicable legislation.
- Ensure that all contractor employees and ONTC employees are provided with a safe and healthy work environment.
- Eliminate or minimize the risk of loss to employees, equipment, property, and environment.
- Minimize corporate liabilities.

APPLICATION AND SCOPE

This procedure applies to all ONTC divisions and departments that engage the services of an outside agency to perform work at any level.

DEFINITIONS

Adequate: in relation to a procedure, plan, material, device, object, or thing, means

- a) Sufficient for both its intended use and actual use; and
- b) Sufficient to protect a worker from occupational illness or occupational injury.

Competent Person: a person who is:

- a) qualified because of knowledge, training, and experience to organize the work and its performance,
- b) familiar with the Occupational Health and Safety Act and/or the Canada Labour Code and the regulations that apply to the work, and
- c) has knowledge of any potential or actual danger to health or safety in the workplace.

Construction: includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project, but does not include any work or undertaking in a mine.

Constructor: a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself/herself or by more than one employer.

Consultant: a person who is retained by ONTC to provide professional non-construction services.

Contractor: any person or entity contracted to provide service to ONTC.

Employer: a person who employs one or more workers, or contracts for the services of one or more workers, and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor, to perform work or supply services.

Lead Employer: an employer who contracts for the services of one or more other employers or independent contractors in relation to one or more confined spaces that are located,

- a) in the lead employer's own workplace, or
- b) in another employer's workplace.

Prescribed: means established in a Regulation made under the Occupational Health and Safety Act or Canada Labour Code

Project: a construction project, whether public or private, including:

- a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipeline, duct or well, or any combination thereof,
- b) the moving of a building or structure, and
- c) any work or undertaking, or any lands or appurtenances, used in connection with construction.

Project Administrator: a person who leads/coordinates a project.

Regulation: the regulations made under the Occupational Health and Safety Act or the Canada Labour Code.

Subcontractor: a person or company that a contractor pays to do part of a job that the contractor has agreed to do and is responsible for.

SUPPORTING MATERIAL REQUIRED

Contractor Safety Checklist and Orientation Form
ONTC Contractor Health and Safety Responsibility Agreement
Project Hazard Assessment
Contractor Orientation Training Package

PROCEDURE

Once it has been determined that a contractor will be required, a lead must be immediately established regardless of the size of the project. That lead will become the Project Administrator for the purposes of this policy, ensuring that all requirements of this policy are met.

Before Contractors/Subcontractors begin work/project ensure the following are adhered to:

- All Contractors on the property are compliant and current with all legislative licensing requirements.
- All Contractors provide a valid WSIB Clearance Certificate and/or liability insurance before beginning any work on ONTC property.
- Orientation training is provided to contractors prior to commencement of work.
- Contractors understand their contractual obligations under this standard.
- Provide a designated ONTC contact person to ensure Contractors' compliance to ONTC policies, procedures and standards through ongoing work site inspections, communications and reported safety concerns.
- Ensure that application of this standard is delivered and used consistently throughout ONTC operations.
- Where the work/project is occurring in an area where there may be ONTC employees, inform those employees of potential risk and communicate all restrictions and responsibilities.

The Project Administrator shall establish practices so that all Contractors, subcontractors, or contract workers perform their work in a safe and effective manner and meet all the requirements of the Occupational Health and Safety Act, the Canada Labour Code, and the Construction Regulations. The Project Administrator must be adequately familiar with all applicable laws, codes and regulations and be capable of applying them.

Construction Work that meets Provincial “Project” Definition

Where ONTC retains a Contractor with provincial jurisdiction, and the work meets the definition of “project” per the Provincial Construction Regulations, the Contractor will assume the position of Constructor. Under these circumstances:

- ONTC is not responsible for ensuring that Contractors meet their provincial obligations as they relate to applicable Regulations.
- Contractors will assume control of all work at the construction site.
- ONTC will ensure that any Contractor is pre-qualified before awarding any contract and will monitor work activity to ensure work is being done safely and meets expectations.

ONTC will ensure that:

- all Contractors/Subcontractors are properly trained,
- contractors/Subcontractors are monitored and requirements for safety are observed, and

- procedures for safe conduct of the work are in place and known to Contractor's employees.

The Project Administrator shall direct the Contractor in completion of all applicable documentation, as described by the Contractor Safety Prequalification Procedure. The Project Administrator shall ensure that the Constructor maintains full responsibility for safety.

Where the Project Administrator identifies unsafe situations, they are responsible for bringing this forward to the Contractor and shall stop work if deemed necessary.

Non-Construction Work where ONTC is Acting as the “Employer”

The Project Administrator shall review the ONTC's applicable policies and procedures with the contractors/subcontractors. It is recommended that all contractor/subcontractor workers undergo this training orientation, but it is mandatory that at least the contractor's supervisor or site superintendent receive the orientation and then have a method to ensure that this information is passed on to all employees under their direct control.

NOTE: The requirement of “Lead Employer” must be fulfilled if the work is Confined Space Entry work.

It is the responsibility of the Project Administrator to ensure the contractor is aware that project specific training is to be conducted.

The Project Hazard Assessment form shall be completed by the Project Administrator and reviewed with all contractors prior to commencement of work.

Contractors/subcontractors who regularly perform services at ONTC must complete a Contractor Training Orientation on an annual basis or whenever there is a change in personnel or applicable and safety conditions which may affect the contractor's/subcontractor's workers. For project contracts, a Hazard Safety Assessment form will be completed each time the contractor performs a new project, unless the same contract personnel have performed project work of a similar nature within the previous 12 months.

Prequalification

Pre-Qualification of a contractor is designed to ensure that the contractor has:

- Appropriate current and sufficient insurance,
- WSIB Coverage,
- An appropriate and compliant health and safety policy,
- Competent supervisors, and
- A program to completely undertake and control the construction work being conducted at ONTC.

When pre-qualifying a contractor who will not act as “Constructor,” ONTC shall determine whether the contractor has the specific policies, procedures, training, and supervision to perform the job safely and in compliance with all provisions of the Occupational Health and Safety Act and the applicable Regulations. Use the Contractor Safety Prequalification form to fulfill this policy obligation.

If the Procurement department is completing the prequalification procedure, input may be required from the Manager of Health and Safety or the Project Administrator if there are specific requirements for a project.

The following items must be submitted by the contractor for prequalification:

- Certificates of insurance – general liability insurance (Minor projects \$2,000,000 minimum, Major Projects \$5,000,000 minimum).
- WSIB Safety Record – submit a copy for the last 3 years or equivalent accident/injury data.
- Current Clearance certificate – Confirms Contractor has met reporting and payment obligations to WSIB. ONTC requires the Contractor to submit a copy of the clearance certificate every 2 months and before the final payment on the contract has been made.
- Contractor's Health and Safety Policy.
- Past environmental, Health and Safety Records – a copy for the last 2 years.
- Training and Certification Records – Documentation verifying all workers have received the necessary safety training required for the specific job.
- Hazardous material list – List of all hazardous materials that will be brought onto ONTC property.
- ONTC may require a separate work plan detailing higher hazard work activity or any tasks that may tend to produce adverse consequences.

Procurement or the Project Administrator will ensure that the Contractor Health and Safety Responsibility Agreement has been completed by the Contractor.

Procurement or the Project Administrator will ensure current copies of insurance, WSIB clearance certificates, and annual safety reviews are maintained for pre-qualified contractors.

Contractors who have already been prequalified should be reasonably favoured and used for OTNC projects.

Project Management

In all circumstances except where a Contractor has assumed the role of Constructor, the Project Administrator is responsible for health and safety on the project and must halt the project if there are health and safety concerns. The Project Administrator must maintain communication with the Contractor throughout the project.

The Project Administrator is responsible to ensure that all health and safety documentation for the project is completed and maintained.

The Project Administrator is responsible to create an ONTC Project Assessment Folder and complete it with Contractor prior to any work beginning. The folder includes the following documents:

- Signed Contractor Safety Responsibility Agreement,
- Certificates of Insurance – General Liability Insurance,
- WSIB Safety Record,
- Current Clearance Certificate,
- Contractor's health and safety policy and procedures applicable to the work being conducted,
- Training, licensing, and certification records,

- Hazardous materials list and current SDS for material brought onto ONTC property and already onsite that will be used during or encountered during the project,
- Completed Contractor Orientation Training Records,
- Copies of any applicable ONTC procedures that have been reviewed,
- Completed Contractor Prequalification form.

The Project Hazard Assessment form must be filed once the project has been completed and made available for review if required for auditing purposes.

The Project Administrator must ensure that the Contractor Orientation Training is completed for all workers on the project.

On-Site Safety: All ONTC safety procedures (Fall protection, Confined Space Entry, Lockout/Tagout, Ladder Safety, WHMIS, Personal Protection Equipment, Respiratory Protection, etc.) apply to all construction work on ONTC projects, unless the Contractor's procedures exceed ours.

The Project Administrator shall review all applicable safety procedures with contractors/subcontractors at the site. Copies of the ONTC procedures can be obtained through MyPolicies.

The Project Administrator will ensure that daily safety briefings are conducted prior to the beginning of each project workday, as well as regularly inspect the work site as the project requires.

If the Contractor or subcontractor has a question or concern regarding safety on the project, they should speak to the Project Administrator or their immediate supervisor.

All contractor(s) or subcontractor(s) supervisors must report to the Project Administrator:

- Any unsafe actions or conditions,
- Contraventions of the Occupational Health and Safety Act, Canada Labour Code and Regulations or any ONTC safety procedure, or
- Existence of any hazard at the project.

Any incident (first aid, near miss, etc.) on the project must be immediately reported to the Project Administrator.

NOTE: Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the ONTC disciplinary procedure and will be based on the merits of the specific case.

RESPONSIBILITIES

To ensure clarity of responsibility, where a Contractor is hired to conduct work for ONTC and the provincial Occupational Health and Safety Act applies in respect of that work, the Contractor will assume the position of Constructor.

No ONTC employee will be assigned to work on the same project as the general contractor unless there is an agreement between the Contractor and ONTC determining the contractor as the Constructor.

Where a project requires more than one Employer, ONTC may enter into an agreement before the commencement of the project to determine control over the project identifying who will be the Constructor.

Employer

The Employer is responsible to:

- Ensure contractors, employees, supervisors, and managers are adequately aware of the provisions and requirements of the Purchasing Policy and Procedure.
- Ensure that contractors, subcontractors, and project worker companies are adequately prequalified in accordance with the Contractor Safety Prequalification Form for large projects or projects where the combined value of the project exceeds \$50,000.00 and where ONTC is the Constructor.
- Ensure contractors, subcontractors and project worker companies have agreed with and endorsed in writing the terms of the Contractor Health and Safety Responsibility Agreement.
- Properly implement and periodically audit the Contractor prequalification and safety procedure.
- Ensure that authorized staff comply within the Contractor Prequalification and Safety Procedure.
- Discipline and or remove from the authorized contractors list any contractor that fails to comply with this procedure.

Procurement

The Procurement Department is responsible to:

- Conduct prequalification in conjunction with the Project Administrator for consultants and service providers and ensure completion of the Contractor Health and Safety Responsibility Agreement.
- Where required ensure the Contractor completes the Prequalification Form before any construction work is initiated on any of the ONTC properties.
- Maintain a list of all service agreements, memoranda of understanding, and service contracts.
- Obtain a current copy of WSIB Clearance Certificates and Insurance Certificate for pre-qualified consultants and service providers.

Project Administrator

The Project Administrator is responsible to:

- Contract a prequalified contractor.
- Ensure contractors, subcontractors and project worker companies are prequalified in accordance with the Contractor Safety Prequalification Form.
- Ensure the Contractor completes the Contractor Orientation Training with the Contractor's workers prior to the beginning of a project.
- Complete with the Contractor and maintain the Project Hazard Assessment.
- Request applicable training records, certificates, licenses, and written procedures and measures from the Contractor as required.
- Ensure the Contractor Health and Safety Responsibility Agreement is completed by the Contractor prior to the beginning of work.

- Conduct safety briefings with the Contractor(s) prior to the work beginning and as required by the project.
- Periodically view the work areas to ensure compliance with the Occupational Health and Safety Act, associated Regulations and the relevant ONTC safety procedures.
- Respond to safety concerns from contractors and others impacted by a project.
- Ensure all relevant ONTC safety procedures are being implemented at the project.
- Ensure all contractors have provided SDS for all hazardous product used and that the SDS are readily available if stored on ONTC property.
- Inform the supervisor and employees in the area where the work/project is occurring of potential risk, including restrictions and responsibilities needed to ensure their safety.

Where a Contractor is hired to perform work for ONTC and the work is subject to the requirements of the Occupational Health and Safety Act, the Contractor will assume the position of Constructor. The aforementioned duties or similar must then be completed by the Contractor.

Note: The Contractor – Constructor will be required to utilize their own prequalification and safety contract documents for any and all subcontractors hired to perform work on the project.

Contractors

Contractors are responsible to:

- Employ competent Supervisors and Workers.
- Comply with the Contractor Prequalification and Safety Procedure.
- Complete the ONTC Project Hazard Assessment and Contractor Health and Safety Responsibility Agreement.
- Furnish the ONTC with hard copies of applicable training records, certificates, licenses and written procedures and measures as required.
- Ensure that the Contractor Safety Checklist and Orientation form are completed and signed.
- Notify the Project Administrator of any questions or concerns with Contractor Prequalification and Safety Policies.
- Notify the Project Administrator of any contraventions of the Act or ONTC's Procedures.
- Participate in required safety training.
- Provide WSIB documentation and/or liability insurance confirming the Contractor is registered and their account is in good standing.
- Have all products used in their process evaluated by ONTC personnel prior to the products being brought onto ONTC property. This will be done through the evaluation of Safety Data Sheets (SDS) provided by the Contractor/subcontractor.
- Ensure copies of all SDS are readily available.
- Immediately inform designated ONTC contact person of there are any changes in their process or products used in their operation.
- Prior to entering ONTC property, register with Security, appropriate supervisor or designated ONTC contact person for direction.
- Ensure that all equipment and vehicles are properly maintained and meet prescribed safety standards, e.g., no loose pins on backhoe extensions or arms, safety pins and safety features are working properly.

Workplace/Policy Health and Safety Committees

The WHSC/PHSC are responsible to:

- Participate in the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Serve as a resource to employees regarding the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.

Manager Health and Safety

The Health and Safety Department is responsible to:

- Provide assistance if needed with prequalification process of contractors as required by the Procurement Department and/or the Project Administrator.
- Approve/disapprove exceptions to the Contractor Safety Prequalification process.
- Facilitate the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Apply and audit compliance, and discharge discipline when required, specific to the Contractor/ Subcontractor Health and Safety Policy, procedure, and applicable forms.

TRAINING

ONTC is responsible to ensure that those ONTC employees who have duties and responsibilities to act under this procedure are adequately trained in these duties as applicable.

The training shall reinforce the hazard control hierarchy as follows:

- **Elimination:** activities or practices that involve the complete removal of the hazard from the worker in the workplace.
- **Substitution:** involves the replacement of high hazard task or workplace circumstance with a lower hazard task or workplace circumstance.
- **Engineering Controls:** involves creating and using designed infrastructure or equipment to minimize a hazard.
- **Administrative Controls:** involves creating protocols involving stated obligations and prohibitions that change the way people work.
 - E.g., **Warning Signs:** postings and placards that communicate the presence of a hazard as well as hazard control directives.
- **Personal Protective Equipment (PPE):** involves the use of gear that is worn by the worker to create a barrier between the hazard and the worker. PPE can include gloves, respirators, hard hats, safety glasses, high-visibility clothing, and safety footwear.

The Manager, Health and Safety will ensure that the training is refreshed at adequate frequency.

Retraining will be provided for all authorized workers or contractors whenever there is a change in their job assignments, a change in condition, equipment or processes that presents a new hazard, or when there is a change in the Contractor Safety Prequalification Process.

Additional retraining shall also be conducted whenever a periodic inspection reveals, or whenever there is reason to believe, that there are deviations from or inadequacies in workers' knowledge or use of the Contractor Safety Prequalification Process. The Project Hazard Assessment will be updated to add any additional hazards and corresponding controls, as required.

APPENDICES/EDUCATIONAL MATERIAL

- Contractor Safety Prequalification Form
- Contractor Health and Safety Responsibility Agreement
- Contractor Safety Checklist and Orientation
- Project Hazard Assessment

REFERENCES

- Ontario Occupational Health and Safety Act R.S.O 1990
- O.Reg 213/91 Construction Projects
- Canada Labour Code R.S.C., 1985 c L-2
- Canada Occupational Health and Safety Regulations SOR/86-304
- Contractors Subcontractors Safety NBRHC OH&S4-017

PART 4
REQUEST FOR PROPOSAL
PROPOSAL FORMS

**PART 4 - PROPOSAL FORMS
PROPOSAL FORM 1
PROPOSAL SUBMISSION FORM**

RFP Number: RFP 2025 070

Description: Winter Maintenance Services - North Bay

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

I/We, _____
(Name of Service Provider)

having carefully examined, understood, and completed the Request For Proposal Documents as described in Section 2 - The RFP Documents, and Addendum No. _____ to No. _____ inclusive, and having and familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the winter maintenance services - North Bay as outlined in our attached Proposal which price includes any specified allowance and all taxes (**excluding HST**) except as may be otherwise provided in the RFP Documents, and to furnish all materials, labour, equipment and transportation to perform the entire Work described in the RFP Documents, in the manner prescribed therein, and in accordance with the specifications. Include a breakdown of costs on the following Proposal Form 1-A - Schedule of Prices.

Purchase is subject to budgetary approval.

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

Proposal Forms

The information contained in the Proposal Forms, as listed in the Request for Proposal 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 Final Agreement;
- (b) We agree to perform and fully complete the Work on or before the agreed upon schedule;
- (c) The Work is to start no later than the agreed upon start date in the schedule;
- (d) We will provide the required evidence of insurance, as specified in the ONTC - Draft Agreement included in Part 5 of the RFP Documents, with our execution of the Agreement;
- (e) For the General Liability Insurance, Ontario Northland Transportation Commission is to be included as an additional insured;

PART 4 - PROPOSAL FORMS
PROPOSAL FORM 1 *cont'd*
PROPOSAL SUBMISSION FORM

- (f) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (d) above;
- (g) 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;
- (h) This Proposal is irrevocable for a period of ninety (90) days from the Submission Deadline;
- (i) It is understood and agreed that if this Proposal is accepted, we will not commence the Work until we have executed the Final Agreement and delivered it to ONTC and/or we are advised in writing by ONTC to proceed with the Work;
- (j) All copies of plans and specifications and other said RFP Documents furnished to us for the purpose of this Proposal are the property of ONTC and shall be kept confidential and not divulged in any manner by us. They will not be used on other work by us and will be returned to the issuing office when requested or promptly when not bidding; and
- (k) We have no right to reimbursement by ONTC for expenses, both direct and indirect, which may have been incurred by us in preparing this Proposal or otherwise participating in the RFP Process.

Signed and submitted for and on behalf of:

Name/Company: _____

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature: _____

I have authority to bind the corporation.

Name and Title: _____

Dated at _____ this _____ day of _____, 2025.

PART 4 - PROPOSAL FORMS
PROPOSAL FORM 1-A
PROPOSAL SUBMISSION FORM
SCHEDULE OF PRICES

Please refer to the separate Schedule A - Schedule of Prices excel worksheet. This form must be completed as part of the Proposal.

PART 2 - PROPOSALS FORMS
PROPOSAL FORM 2
RESPONDENTS' GENERAL INFORMATION

The Respondents 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	
Fax 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 its headquarters or a main office in Ontario or has at least 250 full-time employees in Ontario at the time of this ITQ.

Canadian Business Yes ☐ No ☐

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

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 2 - QUOTATIONS FORMS
QUOTATION FORM 2 *cont'd*
SERVICE PROVIDER'S GENERAL INFORMATION

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 date and action taken to mitigate:

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

Name	
Title	
Telephone #	Fax #
E-mail address	

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:

PART 2 - PROPOSALS FORMS
PROPOSAL FORM 2 *cont'd*
RESPONDENTS' GENERAL INFORMATION

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

Subcontractors

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

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

PART 4 - PROPOSALS FORMS
PROPOSAL FORM 3
ACKNOWLEDGEMENT TO COMPLY WITH SECTION 2 - REQUEST FOR PROPOSAL
SPECIFICATIONS

Respondent acknowledges that they can comply with Part 3 - Request for Proposal - 3-A-1 - Scope of Work.

(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 - PROPOSALS FORMS
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 FIVE (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	Fax	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	Fax	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	Fax	E-mail

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

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

Exception	Contract, ONTC 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 - PROPOSAL FORMS
PROPOSAL FORM 6
HEALTH, SAFETY AND ENVIRONMENT

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

1. Submit a copy of the most recent version of your Health, Safety, and Environmental Protection Policy.
2. Submit the attached Contractor Health and Safety Responsibility Agreement.
3. Submit the attached Contractor Safety Pre-Qualification Form and associated supporting documents. The following items must be submitted by the contractor for prequalification:
 - **WSIB Safety Record**: Submit a copy for the last 3 years or equivalent accident/injury data.
 - **Current Clearance Certificate**: Confirms Contractor has met reporting and payment obligations to WSIB. ONTC requires the Contractor to submit a copy of the clearance certificate every 2 months and before the final payment on the contract has been made.
 - **Past environmental, Health and Safety Records**: Copies for the last 2 years.

Respondents must pass the Contractor Safety Pre-Qualification. Failure to pass will result in disqualification from the procurement process.

DATE FORMALIZED April 2016 REVISED February 2023	Health and Safety Policy
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POLICY STATEMENT

In keeping with our value of *Safety. Full Stop.* Ontario Northland Transportation Commission (ONTC) / Nipissing Central Railway (NCR) is committed to providing a safe and healthy work environment. Safety is core to everything we do. We don't settle for less, for our people or our customers, even when operating pressures make it difficult to do so.

As part of developing a safety culture, we will collectively strive to prevent accidents and incidents through a risk-based approach with the goal to continuously improve. Employees are required to report safety concerns immediately and can do so without fear of reprisal, while management ensures all employees receive quick follow-up.

We will adopt the latest in systems to improve the reporting, investigation, and implementation of corrective actions, close-out, and trend analysis of accidents and incidents. We will communicate safety and encourage engagement at all levels of the organization, such as during tailgates, briefings, and meetings.

The success of ONTC/NCR safety programs will be ensured through the collective and cooperative efforts of all, including management, employees, unions, and Workplace Health and Safety Committees. All ONTC/NCR members will jointly participate in safety, health and loss prevention initiatives to ensure a safe and healthy workplace for all employees.



Chad Evans
President and CEO

CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

In submitting this Proposal, I/We, on behalf of, _____

(legal name of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

The requirements in (a) do not apply to employers with five (5) or less employees.

- (b) With respect to the Services being offered in this Proposal, I/We and on behalf of our proposed sub-consultants, acknowledge the responsibility to, and shall:

- (i) fulfill all of the obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
- (ii) ensure that adequate and competent supervision is provided as required under the OHSA to protect the health and safety of workers; and
- (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

- (c) I/We agree to take precautions reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this _____ day of _____, 202__

An Authorized Signing Officer

(Key Contact)

(Title)

(Telephone Number)

(Firm's Name)

(Firm's Address)

Contractor Safety Pre-Qualification Form

1. Company Identification:

Company Name: _____

Telephone: _____

Mailing Address: _____

Fax: _____

E-mail: _____

ONTC
Use

2. Form of Business:

Sole

☐ Proprietor

☐ Partnership:

☐ Corporation

3. Officers:

Years with the Company

President / CEO _____

Vice President _____

Treasurer _____

Who is the manager most responsible for health and safety?

Name: _____

Title: _____

How many years has your business operated under its current name? _____

5. Under Current Management Since (Date) _____

6. Parent Company Information

Parent Name: _____

City: _____

Province / State: _____

Postal / Zip Code: _____

Subsidiaries: _____

7. Insurance Contact Information

Title: _____

Telephone: _____

Fax: _____

Insurance

8. Carriers: _____

Type of Coverage: _____

Telephone _____

9. Organization:

Describe the nature of the work your company specialized in:

☐

☐

☐

☐

☐

☐

☐

☐

☐

☐

10 Are any of the above services that you perform normally subcontracted to others?

☐ Yes

☐ No

11. Health and Safety Performance

- | | | |
|---|------------------------------|-----------------------------|
| a) Are any of the above services that you perform normally subcontracted to others? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Can you provide a Workplace Safety & Insurance Clearance Certificate? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Is your company experience rated (CAD-7, NEER)? If yes attach CAD-7 reports for the last 3 years and go to item e). If no, complete item d). | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d) Has an employee of your company suffered a fatal accident or "critical injury" as defined by the <u>Ontario Occupational Health & Safety Act</u> ? Please provide for the last 3 years: i) total number of lost time accidents by rate group, ii) total number medical aid accidents, iii) total number of hours worked by each rate group | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e) Has your company ever been subjected to a Workwell Audit? If yes, what was your final score? _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f) Are there judgements, claims or suits pending or outstanding against your company? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g) Have you received any regulatory (MOL, MOE, etc.) orders and/or prosecutions in the last 3 years? If yes, provide details of all prosecution and fines for the past 3 years on a separate sheet. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h) Do you have involvement in provincial safety associations such as the Infrastructure Health & Safety Association (IHSA) and/or Workplace Safety & Prevention Services (WSPS)? If yes, please name: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

12. Health and Safety Program and Procedures:

- | | | |
|---|------------------------------|-----------------------------|
| a) Do you have a written health and safety policy? If yes, include a copy. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b) Do you have a written health and safety program? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) If so, are the following elements addressed? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Participation by all levels in the organization | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii. Accountabilities & responsibilities for managers, supervisors and employees | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iii. Adequate resourcing for meeting health and safety requirements | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| iv. Hazard identification and control | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| v. Health and safety performance measurement and evaluation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| vi. Corrective actions implementation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

13. Health and Safety Program: Does the health and safety program include procedures and practice documents such as:

- | | | |
|---|------------------------------|-----------------------------|
| a) Hazardous Energy Control, Lock-out – Tag-out | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|------------------------------|-----------------------------|

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Contractor Safety Pre-Qualification Form

b) Confined Space Entry	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c) Working at Heights, Fall Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d) Personal Protective Equipment (PPE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e) Portable / Electric Power Tools			
f) Vehicle Safety	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
g) Compressed Gas Cylinders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
h) Electrical Equipment Grounding Assurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
i) Powered Industrial Vehicles (forklifts, cranes, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
k) Excavation and Trenching	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
l) Housekeeping	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
m) Accident / Incident Reporting and Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health & Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? (<i>If no, provide a description of your plan to assure that they can safely perform their tasks</i>)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
16. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
22. Do you have a corrective actions process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 60px; width: 100%;"></div>
23. Equipment and Manuals:		
a. Do you conduct inspections on operating equipment (e.g. excavators, cranes, forklifts, vehicles, etc.) as per regulatory requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
b. Do you maintain operating equipment in compliance with regulatory requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
d. Are records available upon request	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
24. Subcontractors		
a. Do you use health and safety performance criteria in the selection of contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
b. Do you require your subcontractor to have a written health and safety program?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
c. Are your subcontractors included in	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
i. health and safety orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
ii. health and safety meetings	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
iii. workplace inspections	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
iv. health and safety audits	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
d. Does the company have a policy for the termination of contracts of subcontractors who do not comply with the Occupation Health and Safety Act, regulations under the Act, contractor rules, programs, protocols policies or procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 60px; width: 100%;"></div>
e. Does the company have a progressive discipline policy for employees and subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
25. Health and Safety Training		
a. Are you aware for the regulatory training requirements for your employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
b. Have your employees received the required health and safety training?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
c. Do you have specific health and safety training for supervisors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
d. Do you keep records of health and safety training for employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
e. Are records of health and safety training available on request?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
26. Job Skills		
a. Have employees been trained in appropriate job skills?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
b. Are employee job skills certified where required by regulation or industry standard?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>

Contractor Safety Pre-Qualification Form

c. Are certificates available upon request?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
27. Health and Safety Supervision			
a. Does the company have a health & safety coordinator?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
b. Who is the highest ranking safety professional in the company	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>

I agree that the above information is true and correct to the best of my knowledge. I also agree to follow all terms and conditions of the Contractor Safety Program at all times while performing work for ONTC. I understand that supporting documentation may be requested for due diligence verification purposes.

Name: (Please
print) _____
Signature: _____

Title: _____
Date: _____

PART 4 - PROPOSALS FORMS
PROPOSAL FORM 7
QUALITATIVE PROPOSAL

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

Experience and Qualifications

1. Include a Company Profile/Summary of background (including any subcontractors, if any), detailing services offered, location of office(s), number of employees and demonstrate a minimum of 5 years' experience in winter maintenance/snow removal services.
2. Respondents shall provide full resumes of key personnel that will be performing the services (including any sub-contractors, if any).

In the event that the Respondent is using a sub-contractor(s) for a portion(s) of the scope of work associated with this RFP, they shall also include with this Proposal Form 7, a company profile for each sub-consultant.

In the event of a Sub-Contractor(s) being listed as a Principal/Key Personnel, the Respondent shall also include their resume(s).

Schedule and Proposed Approach

1. The Respondents shall provide a lot monitoring schedule in order to prevent hazardous conditions. Respondents shall also provide their operational plan, demonstrating their schedule is logical and confirming they are able to meet all requirements as set out in the Scope of Work, including, but not limited to, their availability (November 15 to April 15) for each term

This information shall be for the use of ONTC in assessing the Proposal.

PART 4 - PROPOSALS FORMS
PROPOSAL FORM 8
CLAIMS

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

PART 5
REQUEST FOR PROPOSAL
DRAFT AGREEMENT

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

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

and

XXX

(“Service Provider”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

1. Definitions. In this Agreement,

“Agreement” means this agreement and all attached schedules;

“Applicable Laws” 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 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 Service Provider 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 Service Provider 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 Service Provider of any duty of confidentiality owed by the Service Provider to ONTC or to any third-party; (ii) the Service Provider can demonstrate to have been rightfully obtained by the Service Provider, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Service Provider free of any obligation of confidence; (iii) the Service Provider can demonstrate to have been rightfully known to or in the possession of the Service Provider at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Service Provider; 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 Service Provider 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 Service Provider to anyone employed by or otherwise connected with ONTC.

“Environmental Laws” means all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws and regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any governmental authority relating to Environmental Contaminants or the protection of human health, natural resources or the environment;

“Environmental Contaminants” means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws.

“Equipment” means all machinery and equipment, either operated or not operated, that is required for performing the Services but is not incorporated into the Work Product;

“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, supply chain disruptions, 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 Services.

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

“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;

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

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

“Services” has the meaning set out in Section 5;

“Standard of Care” has the meaning set out in Section 12;

“Term” means the Original Term and any Extended Term as those are defined in Section 9;

“Work Product” includes the deliverables and all information in any form prepared by or for the Service Provider as part of the Services;

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);
 - (c) Schedule B (Service Provider's Submission); and
 - (e) any other documents incorporated by reference in any of the foregoing.

If the Service Provider's terms and conditions are supplied to ONTC in respect of the 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 Service Provider to provide the Services, and the Service Provider shall provide those 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 services.
5. **Services.** The Services which are the subject of this Agreement are winter maintenance services at the following Sudbury, ON location:
 - (a) 1663 Kingsway Drive;

as such services are more particularly described in Schedule A (the "**Services**"). The parties may amend the Services by agreement in writing. The Services shall be provided

as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services.

6. **Fees.** The fees which are the subject of this Agreement are XXX [as described in Schedule B]. The parties may amend the fees by agreement in writing.
7. **Disbursements.** The fees in Schedule C include all costs, expenses and disbursements required to perform the Services. ONTC will not pay any additional amount for disbursements unless the disbursements are approved in writing in advance by ONTC. The Service Provider 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>).
8. **Maximum.** The maximum amount payable by ONTC to the Service Provider under this Agreement, excluding Harmonized Sales Tax, is: \$XXX CAN.
9. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years unless terminated early in accordance with this Agreement (the “**Original Term**”). ONTC shall have three options to extend the Agreement for periods of one (1) year each (an “**Extended Term**”) by providing notice in writing at least 30 days before the end of the Original Term or Extended Term, as the case may be.

PROVISION OF THE SERVICES

10. **Equipment.** The Service Provider will supply Equipment that is in good repair and meets all safety standards and regulations. The Service Provider shall be responsible for all costs and expenses for the Equipment including, but not limited to, repair, maintenance, replacement, insurance and fuel. In the event the Equipment fails to operate correctly during provision of the Services, the Service Provider shall be responsible for all costs relating to any delay in the work of the Personnel, including compensation for the Personnel. In no event will ONTC be charged for any costs relating to the Personnel or the Equipment if the Personnel are unable to work due to Equipment failure or breakdown.
11. **Personnel.** The Service Provider shall provide the Services using the Service Provider Parties proposed in their submission attached as Schedule B. The Service Provider shall not change the personnel providing the Services without ONTC’s prior written approval. The Service Provider shall coordinate the activities of their personnel and be solely responsible for payment of all costs associated with the personnel. The Service Provider shall be responsible for every act or omission of the personnel providing Services to ONTC.

12. **Standard of Care.** The Service Provider shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided. The Service Provider shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise (the “**Standard of Care**”). Any Services provided by Service Provider Parties shall meet or exceed the Standard of Care and the Service Provider shall be fully responsible therefor.
13. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Service Provider’s performance of its obligations under this Agreement. The performance evaluation of the Service Provider for the supply of these Services will be used in the assessment of the Service Provider’s proposals in response to future procurements. The performance evaluation may also result in the Service Provider 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>.
14. **Inadequate Services.** ONTC shall be the sole judge of the adequacy of the Services received and their value. If ONTC determines that any Services are not in conformity with the terms and conditions of this Agreement, including the Standard of Care and Environmental Laws, ONTC shall advise the Service Provider who shall, except as other provided in this Agreement, immediately correct at its own cost and expense the inadequate Services, except to the extent such non-conforming Services were caused by a person who is not a Service Provider Party. Provided that if the quality of the Services is such that ONTC determines that the Service Provider is not able to provide the 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.
15. **Progress Reports.** The Service Provider shall, upon request by ONTC, provide reports to ONTC on the Services, including opinions regarding the progress and resolution of the Services.
16. **Discontinuance of Services.** Despite anything to the contrary contained in this Agreement, ONTC may at any time, for any reason, discontinue part of the Services. ONTC shall pay the Service Provider for the chargeable amounts for the discontinued part of the Services up to the date that ONTC gives the Service Provider notice of its decision to discontinue the Services, or a later date if work, already commenced by the Service Provider, cannot reasonably be discontinued until such later date. This shall be

the only remedy of the Service Provider for discontinuance of part of the Services. The Service Provider shall not be entitled to make any claim for loss of profit on the discontinued Services.

17. Obligations of the Service Provider. The Service Provider shall:

- (a) provide the Services in compliance with all Applicable Laws, as amended from time to time;
- (b) obtain all permits required to provide the Services and provide them to ONTC upon request;
- (c) ensure that it and its personnel have all certifications required to provide the Services, keep such certifications in good standing, and provide evidence of the requisite certifications to ONTC upon request.
- (d) while being on ONTC's property, comply with ONTC's policies, including its Drug and Alcohol Policy;
- (e) perform and cause the Service Provider Parties to perform the Services with diligence and in a courteous and business-like manner;
- (f) not subcontract the provision of any of the Services without the written consent of ONTC;
- (g) avoid any Conflict of Interest during the performance of the Services; and
- (h) disclose to ONTC any Conflict of Interest the Service Provider has or potentially has that arises during the performance of the Services.

18. Conflict of Interest. If a potential or actual Conflict of Interest of the Service Provider arises during the Service Provider's performance of the 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 Service Provider should resolve the Conflict of Interest; and
- (c) ONTC may terminate the Agreement immediately upon notice to the Service Provider if the Service Provider fails to disclose any actual or potential Conflict of Interest, if the

Service Provider fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

CHANGES

19. **Changes.** Changes of any kind to the scope of the Services shall only be made by the Service Provider 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 Services to be provided by the Service Provider. The Change Order shall specify the details of the change in scope of the Services, any agreed adjustment to the Price in respect of the change in scope of the Services and any agreed adjustment to the time for performance of the Services, whether an increase or reduction. Any changes to the fees shall be determined by using the hourly rates in Schedule B, if any. A Change Order shall represent full payment for all costs and any adjustment to the workplan associated with the change or changes for which it was issued.
20. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Service Provider 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 Service Provider shall immediately proceed with the changes to the Services as identified therein. The Parties shall then seek to finalize a Change Order as soon as commercially reasonable. Prior to the finalization of the relevant Change Order, the Service Provider shall be entitled to payment for pre-approved, reasonable documented costs incurred in respect of a Change Directive, determined by using the hourly rates in Schedule C with any additional pre-approved proven reasonable expenses incurred pursuant to a Change Directive charged at cost.
21. **Unauthorized Changes.** ONTC shall have no liability whatsoever for any claim for payment for additional services provided or costs incurred by the Service Provider which have not been authorized in advance by ONTC by way of a Change Order or a Change Directive.

ENVIRONMENTAL OBLIGATIONS

22. **Environmental.** The Service Provider shall comply with all Environmental Laws in the provision of the Services. If the Service Provider fails to comply with Environmental Laws relating to the provision of the Services, the Service Provider shall be solely responsible for all costs, claims, fines, fees or other expenses arising from the failure by the Service Provider to comply with the Environmental Laws in the provision of the Services.

- 23. Unknown Impacts.** The Service Provider shall be responsible for identifying any previously unknown impacts relating to fish, navigable waters, species at risk, vegetation, wildlife, socio-economic and heritage that arise prior to commencing the Services and during performance of the Services. The Service Provider shall immediately report the circumstances to ONTC and shall take reasonable steps, including stopping the work if necessary to ensure that any potential impacts are mitigated.
- 24.** If the Service Provider fails to comply with the requirements in section 22, the Service Provider shall:
- (a) be responsible for all costs incurred by ONTC and the Service Provider to mitigate the damage caused due to the failure; and
 - (b) not be entitled to request a Change Order relating to the failure to comply.
- 25. Environmental Contaminants.** The Service Provider shall not cause or permit any Environmental Contaminants to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of ONTC's land except as required to provide the Services. The Service Provider shall remove from ONTC's land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the Service Provider that are not required to provide the Services. If there is remediation work required on ONTC's land or adjacent land or watercourse due to environmental contamination that occurred as a result of the Service Provider's entry onto ONTC's land to provide the Services, the Service Provider shall be responsible for all costs incurred to complete remediation work on ONTC's land and adjacent land or watercourse and shall reimburse ONTC or any public authority or any third party for any reasonable costs incurred as a result of the requirement to complete the remediation work.
- 26. Ownership of Environmental Contaminants.** Notwithstanding any provision of law to the contrary, any Environmental Contaminants placed or permitted on or under ONTC's land by the Service Provider shall remain the property of the Service Provider.
- 27. Spills and Releases.** All spills and releases of Environmental Contaminants in the course of the work must be immediately reported by the Service Provider to ONTC and the Ministry of the Environment, Conservation & Parks ("MOECP") Spills Action Centre ("SAC"). If the ONTC Representative is not available, the Service Provider shall report the incident to the MOECP SAC and the ONTC RTC at 800-558-4129 X 141.
- 28. Mitigation of Spills.** The Service Provider shall take immediate steps to mitigate the damage to the environment and contain the spill or release. If the Service Provider does not take timely action or, if the Service Provider is not available, ONTC may direct others to remedy the situation.

29. **Expenses for Spills.** If the spill or release was the fault of the Service Provider, the remedial work shall be completed at the cost of the Service Provider and with no additional cost to ONTC and ONTC shall be entitled to seek reimbursements for all costs associated with the remedial work including the cost of work done by third parties. If the spill or release was not the fault of the Service provider, ONTC shall pay for the remedial work.
30. **DFO Notification.** Pursuant to section 38(4) of the *Fisheries Act*, the Service Provider has an obligation to notify the Department of Fisheries & Oceans (“DFO”) when the Services result in the unauthorized death of fish or a harmful alteration, disruption or destruction (“HADD”) of fish habitat or where there is imminent danger that the death of fish or HADD of fish habitat could occur. The Service provider shall also notify ONTC of any such incidents. In accordance with the *Fisheries Act*, notification must be made without delay to DFO after the Service Provider ensures the immediate health and safety risks are managed at the work site. Updates to DFO may be provided at a later time, if required.

PAYMENT FOR THE SERVICES

31. **Invoices.** The Service Provider shall provide invoices to ONTC [monthly/annually]. Invoices shall be sent to the ONTC contact person for the Services and to pay.inv@ontarionorthland.ca. ONTC shall pay the Service Provider the properly charged amounts incurred by the Service Provider in providing the Services within 30 days of receipt of the invoice, subject to any dispute or right of set off by ONTC.

CONFIDENTIAL INFORMATION

32. **General Confidentiality Requirements.** The Service Provider shall:
- (a) ensure that all Service Provider Parties comply with all the provisions of this Agreement relating to Confidential Information and the Service Provider shall be responsible for any failure by any Service Provider Party to do so;
 - (b) use Confidential Information only for the purposes of providing the 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 Service Provider.

33. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Service Provider 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.
34. **Disclosing Confidential Information.** The Service Provider may disclose Confidential Information if:
- (a) ONTC approves the disclosure in writing;
 - (b) the Service Provider 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 Service Provider on a non-confidential basis from a source other than ONTC which the Service Provider believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
 - (e) is developed by the Service Provider independently of, or was known by the Service Provider 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 Service Provider's Services to ONTC or this Agreement.
35. **FIPPA.** The Service Provider specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Service Provider. Where the Service Provider is collecting Personal Information on behalf of ONTC, the Service Provider must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
36. **Breach of Confidentiality.** The Service Provider 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 Service Provider breaches the confidentiality provisions of this Agreement, ONTC

shall have the right to seek injunctive relief against the continuing or further breach by the Service Provider, 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 Service Provider after the expiry or termination of this Agreement.

PERSONAL INFORMATION

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

41. **Return.** The Service Provider shall return all of ONTC's Personal Information when this Agreement ends or earlier if requested by ONTC.

INDEMNITY AND LIMITATION OF LIABILITY

42. **General Indemnity.** The Service Provider 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 Service Provider or as a result of any breach of the terms of this Agreement by the Service Provider or by any act or omission of the Service Provider or Service Provider 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 Service Provider 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. **Specific Indemnities.** The Service Provider 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 Service Provider Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Service Provider 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 Service Provider or Service Provider Parties may have during or after the Term of this Agreement;
- (c) any claim against ONTC arising from the failure of the Service Provider to protect the confidentiality of Confidential Information;
- (d) any claim against ONTC arising from the failure of the Service Provider to protect Personal Information or to comply with any of its obligations with respect thereto; and
- (e) safety infractions committed by the Service Provider under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.

43. **Bodily Injury and Property Damage.** The Service Provider shall make full and complete compensation for any bodily injury or death to any person while providing the Services and

for any damage caused to ONTC's physical property by an act or omission of the Service Provider or a Service Provider Party.

44. **Service Provider Losses.** The Service Provider shall be liable for any claims arising from any personal injuries to or death of any of the Service Provider Parties or from any loss of or damage to any property belonging to the Service Provider or Service Provider Parties during the provision of the Services unless caused by the negligent act or omission of ONTC or ONTC Parties.

45. **Waiver.** The Service Provider 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 Service Provider or Service Provider Parties and for any loss or damage of the Service Provider unless caused by the negligent act or omission of ONTC or ONTC Parties.

46. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,

(a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in Agreement (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC 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.

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

INSURANCE

48. **Insurance.** The Service Provider 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;
- (b) Automobile Liability Insurance with respect to licensed vehicles, to a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide "Ontario Northland Transportation Commission" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage and in the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Service Provider, and standard non-owned automobile form policy including standard contractual liability endorsement; and
- (c) Environmental (Pollution) Insurance providing protection for third party bodily injury and property damage resulting from an environmental incident, in the amount of not less than two million dollars (\$2,000,000) per occurrence (per accident or incident or claim) and including ONTC as additional insured.

49. The Service Provider shall ensure that all the insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Service Provider shall not do or omit to do anything which would impair or invalidate the insurance policies.

FORCE MAJEURE

50. **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

51. **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 Service Provider if the Service Provider 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 Service Provider 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 Service Provider within thirty (30) days of providing written notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

52. **Immediate Termination.** This Agreement will terminate immediately upon:

- (a) the winding up or dissolution of the Service Provider; or
- (b) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Service Provider 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.

53. If this Agreement is terminated early for any reason other than those described in section 51 (a) or (d), then:

- (a) ONTC is excused from further performance under this Agreement;
- (b) any money payable by the Service Provider 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 Service Provider, cannot reasonably be discontinued until such later date;

- (d) ONTC shall retain any rights, powers and remedies it has or may have against the Service Provider; and
- (e) ONTC may enter an agreement with another person to provide the balance of the Services. The Service Provider shall be liable for all costs incurred by ONTC in having the Services completed by another person(s).

GENERAL

54. **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.
55. **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 Service Provider at:

Attention:

T:

E:

or at such other address or addresses as ONTC and the Service Provider 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.

56. **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.
57. **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.
58. **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.
59. **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 Service Provider as though such section or part or parts thereof had never been included in this Agreement.
60. **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.
61. **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.

62. **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 the Work / Services to be Provided

Schedule B
Service Provider's Submission