

ONTARIO NORTHLAND

TRANSPORTATION COMMISSION

Request for Proposals No. RFP 2025 078

For

Development of Drafting Standard Manual

REPLY BY DATE:

Friday, September 19, 2025, by 2:00:00 p.m.

Primary Contact:

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PART 1
REQUEST FOR PROPOSALS

SECTION 1 - INTRODUCTION

1.1 General

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

- (2) In this RFP:

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

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

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

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

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

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

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

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

“**RFP Data Sheet**” means the information and requirements contained in 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(s)” 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(s)” means the Respondent selected by ONTC to enter into the Final Agreement.

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

1.2 Ontario Northland Transportation Commission

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

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

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

Improving and repairing transportation equipment is also 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 Proposals Documents

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

Part 1 - Request for Proposals

Part 2 - Requests for Proposals Summary of Requirements

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

Part 3 - RFP Specifications

- (a) Schedule 3-A-1 - Scope of Work

Part 4 - Form of Proposal

- (a) Proposal Form 1 - Proposal Submission Form
- (b) Proposal Form 2 - Respondent's General Information
- (c) Proposal Form 3 – Acknowledgement to Comply with Part 3 – Request for Proposals Specifications
- (d) Proposal Form 4 - References
- (e) Proposal Form 5 - Compliance with Contract Documents
- (f) Proposal Form 6 - Health, Safety and Environment
- (g) Proposal Form 7 - Qualitative Proposal
- (h) 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) Respondents shall verify the RFP Documents for completeness upon receipt and shall inform the Contact Person (identified in RFP Section 3.2(7)), immediately:

- (a) should any documents be missing or incomplete; or,
 - (b) upon finding any discrepancies or omissions.
- (4) Complete sets of the RFP Documents are available at our company website at www.ontarionorthland.ca and MERX.
- (5) The RFP Documents are made available only for the purpose of Respondents submitting Proposals. Availability and/or use of the RFP Documents do not confer a license or grant for any other purpose.

2.2 Priority of Documents

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

2.3 Distribution of Documents - Electronic Distribution

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

2.4 Information Provided by ONTC

- (1) Respondents are solely responsible for conducting their 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(s). 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, Respondents agree that ONTC and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents or otherwise provided by ONTC or its representatives during the RFP Process or during the term of the Final Agreement.

SECTION 3 - THE RFP PROCESS

3.1 RFP Process

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

3.2 Questions and Communications Related to the RFP Documents

- (1) Respondents shall submit all questions, requests for clarifications, and other communications regarding the RFP Documents and the RFP Process by email to the Contact Person set out in section 3.2(7) no later than four (4) full Business Days before the Submission Deadline.
- (2) ONTC will endeavor to provide the Respondents with written responses to questions that are submitted in accordance with this RFP Section 3.2, by no later than two (2) full Business Days before the Submission Deadline. Responses to any questions or requests for clarifications will be collected and distributed with answers to be delivered to all Respondents who have submitted the Participation Registration Form by way of emailed addenda from ONTC in accordance with the timeline set out in this Section 3.2(2).
- (3) The responses to questions form part of the RFP Documents.
- (4) ONTC may, in its sole discretion:
 - (a) answer questions that ONTC deems to be similar from various Respondents only once;
 - (b) edit any question(s) for the purpose of clarity;
 - (c) respond to questions submitted after the deadline for submission of questions if ONTC believes that such responses would be of assistance to the Respondents generally; and,

- (d) exclude any questions that, in the sole opinion of ONTC, are ambiguous, incomprehensible, or are deemed by ONTC to be immaterial to the RFP Process, the RFP Documents, or the Goods and/or Services.
- (5) If Respondents find discrepancies, omissions, errors, departures from laws, by-laws, codes or good practice, or information considered to be ambiguous or conflicting, they shall bring them to the attention of the Contact Person in writing, and not less than four (4) full Business Days before the Submission Deadline, so that ONTC may, if ONTC deems it necessary, issue instructions, clarifications or amendments by addendum to all Respondents prior to the Submission Deadline. ONTC will endeavor to, but is not required to, issue such Addenda at least two (2) full Business Days prior to the Submission Deadline. It is the Respondents' 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 **Brinda Ranpura, Procurement Contracts Specialist, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 Ext. 548, brinda.ranpura@ontarionorthland.ca** (the "Contact Person"). The above Contact Person is the sole contact for this RFP. Respondents 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) Respondents are solely responsible for ensuring that they have 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 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 Respondents; 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 Respondents' 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) Respondents 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 Respondents 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 Respondents 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 Respondents 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) Respondents agree 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) Respondents shall not require ONTC or any of its representatives to sign a non-disclosure agreement in respect of any steps 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(s) shall enter into such agreement in a form and with the content satisfactory to ONTC.

3.8 Confidential Information

- (1) In this RFP, “**RFP Information**” shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFP Process, from ONTC or any Ministry or Agency of the Government of Ontario, in connection with the RFP Documents or the Goods and/or Services excluding any item which:
 - (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFP Section 3.8;

- (b) becomes available to the Respondent on a non-confidential basis from a source other than ONTC, so long as that source is not bound by a non-disclosure agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent by a contractual, legal or fiduciary obligation; or,
- (c) The Respondent is able to demonstrate it was known to it on a non-confidential basis before it was disclosed to the Respondent by ONTC.

(2) RFP Information:

- (a) shall remain the sole property of ONTC or the Government of Ontario, as applicable, and the Respondent shall maintain the confidentiality of such information except as required by law;
- (b) shall not be used by the Respondent for any other purpose other than submitting a Proposal or performing obligations under any subsequent agreement with ONTC relating to the Goods and/or Services;
- (c) shall not be disclosed by the Respondent to any person who is not involved in the Respondent's preparation of its Proposal or in the performance of any subsequent agreement relating to ONTC, or the Government of Ontario, as applicable, without prior written authorization from ONTC;
- (d) shall not be used in any way detrimental to ONTC or the Government of Ontario; and,
- (e) if requested by ONTC, it shall be returned to the Contact Person or destroyed by the Respondent no later than ten (10) calendar days after such request is received in writing by the Respondent.

- (3) Respondents 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) Respondents or Short-listed Respondents acknowledge and agree 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) Respondents agree 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 Respondents are required by the Applicable Laws to hold or obtain a license, permit, consent or authorization to carry on an activity contemplated in their 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) Respondents shall bear all costs and expenses incurred by Respondents relating to any aspect of their participation in this RFP Process, including, without limitation, all costs and expenses related to the Respondents' involvement in:
 - (a) the preparation, presentation and submission of their 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 Respondents 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, Respondents waive 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 Respondents to clarify or verify the contents of their Proposal, including by submitting supplementary documents; and/or,
 - (b) request Respondents to confirm an ONTC interpretation of the Respondents' Proposal.
- (2) Any information received by ONTC from Respondents 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 Respondents' Proposal and may, in ONTC's discretion, be considered in the evaluation of the Respondents' 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 Respondents and contacting persons or entities other than those identified by Respondents.
- (4) By submitting a Proposal, Respondents are deemed to consent to ONTC verifying or clarifying any information and requesting additional information from third parties regarding the Respondent(s) and their directors, officers, shareholders or owners and any other person associated with the Respondent(s) 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 Respondents.
- (6) Requests for clarifications shall not be construed as acceptance by ONTC of a Proposal.

3.14 Two-Envelope Process

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

SECTION 4 - PROPOSAL CONTENT AND FORMAT

4.1 Format and Content of Proposal

- (1) Respondents shall submit their Proposal in one envelope or, if submitting electronically, one electronic folder. Where required by the RFP Data Sheet to follow the two-envelope process, Respondents shall submit the technical submission and the financial submission in two separate envelopes or, if submitting electronically, two separate electronic folders.
- (2) Unless otherwise specified in the RFP Data Sheet, Respondents shall not submit pre-printed literature with their Proposals. Any unsolicited pre-printed literature submitted as part of a Proposal will not be reviewed by the Evaluation Team.
- (3) Respondents 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) for a hard copy submission, complete any handwritten portions of the proposal forms in ink;
 - (c) 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,

- (d) 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 not originals (if hard copy), 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 Respondents 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

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

4.2 Proposal Submission Form

- (1) Respondents will complete and submit the forms included in Part 4 - Form of Proposal. Failure of the Respondent(s) 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 Respondents' experience and ability to provide the Goods and/or Services by contacting the Respondents' references. However, ONTC is under no obligation to contact references submitted by any Respondent. References and information received from references, if contacted, will be taken into account in the evaluation process as identified in the RFP Data Sheet.
- (3) ONTC may take into account in the evaluation process reliable information received from the Government of Ontario or its Agencies regarding past performance of a Respondent, provided information evidencing past poor performance by a Respondent is provided to the Respondent (subject to any restrictions on disclosure imposed by applicable law) and the Respondent is afforded an opportunity to respond to the information.
- (4) If ONTC receives information from referees of a Respondent's past poor performance, ONTC shall advise the Respondent (subject to any restrictions on disclosure imposed by applicable law) and afford the Respondent an opportunity to respond to the information prior to considering this information as part of the evaluation process.

4.4 Conflict of Interest

- (1) For the purposes of this Section 4.5, the term "**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where the interests, conduct, other commitments or relationships of a Respondent, a Respondent's family member or an officer, director or employee of the Respondent could or could be perceived to, directly or indirectly, compromise, impair or be in conflict with the integrity of the RFP Process, the subject matter of the RFP or ONTC.
- (2) Respondents 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 Respondents that require the management, mitigation and/or minimization of the Conflict of Interest; or,
 - (c) disqualify Respondents 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) Respondents 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.

ONTC may elect to accept Electronic Bid Submissions, Physical Bid Submissions or a combination of both.

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

Questions concerning submitting through MERX should be addressed to:

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

Any Proposal from a Respondent whose name does not appear on the official MERX document request list (i.e., who has not downloaded the documents themselves) will be declared invalid, and the Proposal will not be considered.

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

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

- (b) If ONTC elects to use Physical Bid Submissions, Respondents shall submit one original and the number of copies of its Proposal (in hard copy) specified in the RFP Data Sheet and the number of electronic copies of its Proposal (on a properly labelled CD or USB key in PDF format) specified in the RFP Data Sheet, at the correct location for submission and on or before the Submission Deadline. If there is any difference whatsoever between the electronic copy of the Proposal and the original hard copy, the original hard copy of the Proposal, as submitted, will govern. The electronic copy of the Proposal is solely for the convenience of ONTC.

Respondents shall submit their Proposals to the attention of the Manager, Public Procurement by prepaid courier or personal delivery at the following address:

Ashley Commanda
Manager, Public Procurement
Ontario Northland Transportation Commission
555 Oak Street East
North Bay, Ontario P1B 8E3

Respondents shall place their Proposal Submission in a sealed envelope or package with the Respondent's full legal name and return address, the RFP Number, the Submission Deadline and the label "Proposal Submission" clearly displayed on the outside of the envelope.

Where required by the RFP Data Sheet to use a two-envelope process, Respondents shall have one sealed envelope as prescribed above that contains two individual sealed envelopes inside that are clearly marked "Technical Submission" and "Financial Submission".

- (c) For the convenience of the Respondents, and only when identified in the RFP Data Sheet, ONTC may allow either an Electronic Bid Submission through MERX or a Physical Bid Submission. The Respondent shall only use one method and follow the same procedure prescribed above.
- (2) Proposals must be received before the time noted in the RFP Data Sheet.
 - (3) Proposals will be date and time stamped at the place receiving the Proposals. Late Proposals will be returned unopened.

- (4) Proposals which are submitted by facsimile transmission, email, or by electronic means other than MERX will NOT be considered.
- (5) Respondents are solely responsible for the method and timing of delivery of their Proposals.
- (6) 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.
- (7) Respondents should identify and mark any trade secret or proprietary intellectual property in their 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 Physical Bid Submission, Respondents may withdraw their Proposal at any time before the Submission Deadline by notifying the Contact Person in writing. ONTC shall return, unopened, a Proposal that has been withdrawn.
- (2) When submitting an Electronic Bid Submission, MERX will allow withdrawal of Proposals up to the Submission Deadline.

5.4 Amendment of Proposals

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

5.5 Proposal Irrevocability

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

5.6 One Proposal per Person or Entity

- (1) Except as set out in the RFP Data Sheet or with ONTC's approval:
 - (a) a person or entity shall submit or participate in only one Proposal either individually or as a Respondent team member; and,
 - (b) a person or entity shall not be a subcontractor of a Respondent and also submit a Proposal individually or as a Respondent team member in the same RFP Process.
- (2) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.6(1), ONTC may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

SECTION 6 - PROPOSAL EVALUATION

6.1 Evaluation Team

- (1) ONTC will establish an evaluation team for the purpose of evaluating Proposals (the **"Evaluation Team"**).
- (2) The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Proposals to a separate team of individuals who are not members of the Evaluation Team, who will be supervised by the Evaluation Team. Without limiting the generality of the foregoing, but for greater particularity, the Evaluation Team may seek the advice and assistance of third-party consultants and the Government of Ontario. Respondents acknowledge 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 called for a two-envelope process.

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 shortlisted 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 5.6(2);
 - (c) The Respondent fails to comply with the Applicable Laws;
 - (d) The Proposal contains false or misleading information, or the Respondent provides false or misleading information in any part of the RFP Process;
 - (e) The Proposal, in the sole discretion of ONTC, reveals a Conflict of Interest that cannot be managed, mitigated or minimized;
 - (f) There is evidence that the Respondent colluded with one or more other Respondents in the preparation or submission of Proposals;
 - (g) The Respondent has previously breached or been in default of compliance with any term of any agreement with ONTC and such breach or default has not been waived by ONTC or the Respondent has not cured the default;

- (h) The Respondent has been convicted of an offence in connection with any services rendered by the Respondent to ONTC, or to any Ministry, Agency, Board or Commission of the Government of Ontario or the Government of Canada;
 - (i) The Respondent, at the time of issuance of this RFP or any time during the RFP Process, has an outstanding claim or is engaged in an ongoing legal dispute with ONTC, other than an adjudication under the Construction Act;
 - (j) The Proposal is not Substantially Compliant;
 - (k) The Respondent has failed to notify ONTC of, or ONTC has not approved, a post-submission change in the control of the Respondent or in the circumstances of the Respondent that may materially negatively impact the Respondent's ability to perform its obligations if selected as the Successful Respondent; or,
 - (l) The Respondent has received a Vendor Performance Evaluation as part of ONTC's Vendor Performance Policy, and received a total rating on the Final Performance Form that disqualifies the Respondent from participating in the 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 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 form of draft 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 (7) 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 ten (10) Business Days of being notified they are the Successful Respondent (ONTC may extend such period of time in ONTC's sole discretion), or a Successful Respondent fails or refuses to provide the documentation in accordance with Section 8.1(7), ONTC may, in its sole discretion, take any one of the following actions:
- (a) terminate all negotiations and cancel its identification of that Respondent as a Successful Respondent;
 - (b) select another Respondent or Short-Listed Respondent as the Successful Respondent;
 - (c) take any other action in accordance with Section 7.3; or,
 - (d) pursue any other remedy available to ONTC at law.
- (7) Prior to supplying any Goods and/or Services pursuant to the Contract, the Successful Respondent shall deliver to ONTC:
- (a) Certificates of Insurance as specified in the Draft Agreement;
 - (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 ONTARIO NORTHLAND

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 provided by the Respondent. The liability of the Respondents for any other loss or damage suffered by ONTC as part of this RFP Process shall be without limit.
- (2) By submitting a Proposal,
 - (a) each Respondent acknowledges ONTC's rights as stated herein and absolutely waives any right of action against ONTC for ONTC's failure to accept the Respondent's Proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action;
 - (b) each Respondent covenants and agrees that, under no circumstances, shall ONTC, or any of its employees, officers, representatives, agents or advisors, be liable to any Respondent, whether in contract, tort, restitution, or pursuant to any other legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this RFP Process, a Respondent's Proposal in response to this RFP Process, or due to the acceptance or non-acceptance of any Proposal, or as a result of any act or omission by ONTC and/or its employees, officers, representatives, agents or advisors, including any information or advice or any errors or omissions that may be contained in the RFP Documents, or any other documents or information provided to a Respondent, or arising with respect to the rejection or evaluation of any or all of the Proposals, any negotiations with any of the Respondents, or the selection of any Respondent as a Short-listed Respondent or the Successful Respondent; and,

- (c) each Respondent shall indemnify and hold harmless ONTC, its employees, officers, representatives, agents and advisors, from and against any and all claims, demands, actions or proceedings brought by third parties, including but not limited to the Respondent's subcontractors or suppliers, in relation to this RFP Process.

9.2 Power of Legislative Assembly

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

9.3 RFP Not a “Bidding Contract” or a Tender

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

SECTION 10 - VENDOR PERFORMANCE

10.1 General

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

10.2 Vendor Performance Evaluation

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

10.3 Vendor Ratings for Proposal Evaluation Purposes

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

SECTION 11 - TRANSPARENCY AND FAIRNESS

11.1 General

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

SECTION 12 - INTERPRETATION

12.1 General

- (1) In this RFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.
- (2) All references in this RFP to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.
- (3) For clarity, where the expression “Government of Ontario” is used in this RFP, it includes all Ministries and Agencies of the Government of Ontario.

PART 2
REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS

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

| RFP 2025 078 Development of Drafting Standard Manual | |
|---|---|
| Contact Details | |
| Contact Person | Brinda Ranpura Procurement Contracts Specialist |
| Contact Information | 555 Oak Street East North Bay, Ontario, P1B 8L3 brinda.ranpura@ontarionorthland.ca (705) 472-4500 Ext. 548 |
| Proposal Detail | |
| Respondents' Meeting | There will not be a Respondent's Meeting for this RFP. However, Respondents can seek clarifications for up to four (4) Business Days before Submission Deadline. |
| Validity of Proposals | 90 days following the Submission Deadline |
| Format of Submission | Respondents shall submit their Proposal through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Proposals, Section 5.1 (1) (a). MERX EBS does not allow Proposals to be uploaded after the Submission Deadline; therefore, Respondents shall ensure they allow sufficient time to upload the documents. Proposals which are submitted by facsimile transmission, by email or by electronic means other than MERX will NOT be considered. |
| French Language Services | This Request for Proposal Document is also available in French Language upon request. |
| Two-Envelope Process | This procurement <u>will be a two-envelope process.</u> Please submit Proposal Form 1, Proposal Form 1-A and Proposal Form 11 – Schedule of Progress Payments in Envelope 2 - Price Proposal. The balance of the Proposal should be contained in Envelope 1 - Technical Proposal. Please do not include any pricing information in Envelope 1 - Technical Proposal. |
| Distribution Method | The RFP Documents will be posted on the ONTC website and MERX. Any addenda to the RFP will be posted in these locations. |

**PART 2 - REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-A
RFP DATA SHEET *cont'd***

| RFP 2025 078 Development of Drafting Standard Manual | | | |
|---|--|---|---------------------------------------|
| Proposal Detail <i>cont'd</i> | | | |
| Submission Requirements | <p>Respondents are required to submit <u>all of the material documents</u> 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 ✓) | Item is classified as Material |
| | This checklist | | |
| | Proposal Form 1 - Proposal Submission Form | | Material |
| | Proposal Form 2 - Respondent's 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 - Compliance with Contract Documents | | |
| | Proposal Form 6 - Health, Safety and Environment | | Material |
| | Proposal Form 7 - Qualitative Proposal | | Material |
| | Proposal Form 8 - Claims | | |

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

| RFP 2025 078 Development of Drafting Standard Manual | | | |
|---|--|-------------|-------------|
| Important Dates | | | |
| Publication Date | Wednesday, September 03, 2025 | | |
| Participation Registration Form | Complete and submit it 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, September 19, 2025 at 2:00:00 p.m. (EDT) | | |
| Project Completion Date | Tuesday, March 03, 2025 | | |
| Procedure of Selection | | | |
| Mandatory Requirements | Respondents must first satisfy that all of the Mandatory Requirements listed below have been met. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements may` be disqualified from the RFP Process. | | |
| | Mandatory Requirement | Pass | Fail |
| | Proposal must be in English | | |
| | Respondent must be a Canadian Business | | |

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

| RFP 2025 078 Development of Drafting Standard Manual | | |
|---|---|--------|
| Procedure of Selection <i>continued</i> | | |
| Evaluation General Procedure | Respondents must score a <u>minimum of 50%</u> on their qualitative proposal to qualify for shortlist consideration. Respondents who fail to score a minimum of 50% in this category may be disqualified from the RFP Process. | |
| Evaluation Criteria | Description | Weight |
| | <p>Price</p> <p>ONTC will use the following formula to calculate the score for price:</p> <p>Lowest price of all Proposals ÷ price of Respondent x 40 = Score</p> <p>Price will be calculated using the blended/average hourly rates provided on Proposal Form 1.</p> <p>If ONTC is of the opinion that the price submitted does not accurately cover the scope of work requested by ONTC, then ONTC reserves the right in its sole discretion not to consider that price as the lowest price of all Respondents. ONTC reserves the right to disqualify a Proposal that is over the allocated budget.</p> | 40 |
| Evaluation Criteria | <p>Qualitative Proposal</p> <ul style="list-style-type: none"> The Respondent shall provide a company profile and indicate the length of time (number of years) the company has been providing similar services. Include company's history, office location(s), corporate operating philosophy and description of the specific services offered and specialties. – 5 Points The Respondent must provide a concise Executive Summary of the Proposal for ONTC's Evaluation Team to understand the highlights of the services offered by the Respondent. – 6 points The Respondent shall provide resumes and direct experience of the proposed team and an organizational chart. Indicate the responsibilities each will have in this mandate and how long each has been with your company. Identify subconsultants you intend to use and the services they will perform. – 5 Points | |

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

| RFP 2025 078 Development of Drafting Standard Manual | | |
|---|--|------------|
| Procedure of Selection <i>continued</i> | | |
| | Description | Weight |
| Evaluation Criteria | Qualitative Proposal <ul style="list-style-type: none"> The Respondent shall supply a minimum of three (3) detailed case studies or examples with hours documented for relevant services provided within the last (10) years – 12 points (4 Points Each) Provide a detailed description of your understanding of the mandate and the associated deliverables – 5 Points Provide a detailed written narrative on your approach and methodology of completing the project – 12 Points The Respondent will receive additional points for providing innovative solutions and use of technologies – 5 Points | 50 |
| | Schedule of Services <ul style="list-style-type: none"> Respondents have submitted their schedule in Gantt Chart format indicating all of the activities of work and meets the target date of March 3, 2026. - 5 points Respondents can receive additional up to 5 points if the project can be completed before project end date – 5 points <ul style="list-style-type: none"> 2.5 Points completion by Feb 16, 2026. 5 Points completion by Jan 16, 2026. | 10 |
| | Total | 100 |

**PART 2 - REQUEST FOR PROPOSALS
SUMMARY OF REQUIREMENTS
SCHEDULE 2-B
PARTICIPATION REGISTRATION FORM**

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

Date: _____
Reference Number: RFP 2025 078
Description of Requirement: Development of Drafting Standard Manual

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

Company Name: _____
Address: _____

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

Signature of Primary Contact: _____

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

Thank you.

Brinda Ranpura
Procurement Contracts Specialist
Ontario Northland Transportation Commission
Phone: 705-472-4500 Ext. 548
Email: brinda.ranpura@ontarionorthland.ca
Website: www.ontarionorthland.ca

PART 3
REQUEST FOR PROPOSALS
SPECIFICATIONS

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

Background Information

Ontario Northland Transportation Commission (ONTC) seeking to engage a qualified engineering firm to develop a comprehensive drafting standard manual.

This manual is to establish clear and consistent guidelines for the preparation and submission of CAD drawings by engineering consultants working with ONTC. The purpose of the manual is to ensure uniformity and quality across all design documentation and provide a standard for consistently developing, maintaining, managing, monitoring, and controlling ONTC designs and construction drawings.

These standards are to drive value within ONTC through the creation of digital assets which can be re-used throughout the asset lifecycle to enhance the end user experience. The document shall be a living document that can be easily updated to reflect future changes in drafting technology, CAD software and engineering standard.

Project Scope

The Successful Respondent is expected to develop a Standard Manual.

The manual shall include but not limited to the following:

- Acronyms and Abbreviations table
- Terms definitions table (Terms e.g.: As built drawings, record drawing, design review package)
- CAD Information Package along with the manual that includes templates in CAD format files for cover page, signature page and title block and to be used as default and can be edited as needed
- Drawing standards include:
 - o Cover Page.
 - o Signature Page.
 - o Drawing Scale and Model Units.
 - o Orientation.
 - o Revision Cloud and Delta.
 - o Subsequent Revision.
 - o Hold Clouds.
 - o Drawing Numbering Format include (Discipline, Sub- Discipline and sheet number).
 - o Discipline Designator Table.
 - o Coordinate System.
 - o Standard Graphical Elements Section including: (Symbols, Callouts, Section Callouts, Elevation Callouts, Plan Enlargement Callouts, Annotations, Line Work, Text Settings, and Dimension Settings)

- Title Block which includes:
 - Project Number.
 - Project Title including (Project Location/ Facility Name, Type of Work, and Description).
 - Drawing Number and Sheet Number.
 - Contract Number.
 - Consultant's Identification Box.
 - Professional Seal.
 - File Creation and Checked Fields.
 - Drawing Scale.
 - Standard Progress Stamps.
- Construction Documents Submission Checklist to be developed along with the manual. This checklist should help to ensure that all the submitted drawings to ONTC by the contractor or the consultant comply with the standards outlined in the manual.
- The checklist should:
 - Serve as a self verification tool prior to submission.
 - Reflect all the key requirements of the drafting standards.
 - Be easy to follow and formatted for practical use.
 - Be delivered in both editable (Word/Excel) and PDF.

Phases of Work

Phase 1 – Project Definition and Review

- a. Kick-off Meeting with ONTC to clarify project requirements and establish understanding of the project's scope and key objectives.
- b. Review available information and develop functional requirement specifications "FRS" that will capture ONTC needs and requirements.
- c. Develop and submit for review and approval a project plan along with Gannett chart which outlines the consultant's responsibilities, tasks timeline and include scoping, budget and project requirements details. The project plan to be followed as a guide during the project activities and to be reviewed and updated with any changes in the project.
- d. Allow for 1 virtual presentation for the consultant to present the project plan.
- e. Incorporate comments and provide a revised version of the project plan.
- f. Allow for 1 virtual review session.

Phase 2 – Draft Development

- a. Develop index for the drafting standard manual for ONTC review and approval.
- b. Develop a preliminary Drafting Standards Manual based on the approved index along with CAD Information Package and the construction document submission checklist and to be submitted to ONTC for review and feedback.
- c. Incorporate comments and provide a revised version. (Allow for 2 or 3 revised versions)
- d. Conduct a virtual review session. (Allow for 2 or 3 review sessions)
- e. Chair and minute biweekly meeting with the project team for the duration of this phase.

Phase 3 – Final Review

- a. Submission of the final Drafting Standard Manual, CAD Information Package and the Construction Document Submission Checklist to ONTC for review.
- b. Final review between ONTC and consultant to ensure the submission is up to the required standards.
- c. Incorporate comments and provide a revised version. (Allow for 2 or 3 revised versions)
- d. Allow for virtual final deliverable review sessions.

Schedule of services

- Project kickoff meeting date to be determined.
- Project definition and review phase: 3 weeks.
- Drafting development phase: 10 weeks.
- Final review phase: 4 weeks.

Deliverables

- Phase 1

- Kickoff meeting minutes.
- Functional requirement specifications.
- Project execution plan.

- Phase 2

- Preliminary Index for the manual.
- Preliminary Drafting Standard Manual.
- Preliminary CAD Information Package.
- Preliminary Construction Document Submission Checklist
- Index, Drafting Manual, Information Package and Checklist revised versions.
- Biweekly meeting minutes.

- Phase 3

- Final Drafting Standard Manual, CAD Information Package and Construction Document Submission Checklist.
- Final revised versions.

PART 4

REQUEST FOR PROPOSALS

FORM OF PROPOSAL

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

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

RFP Number: RFP 2025 078

Description: Development of Drafting Standard Manual

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

We, _____
(Name of Respondent)

having carefully examined, understood, and completed the Request For Proposals Documents as described in Section 2 - The RFP Documents, and Addenda No. ___ to No. ___, inclusive, and having familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the Development of Drafting Standard Manual as outlined below for a total fixed price of:

| Fixed Price In the following table, enter the Fixed Price in respect of each phase of work to be performed, which amount is fixed and not subject to change unless otherwise agreed to by ONTC and the service provider in a Change Order. | |
|--|-------|
| Phases | Price |
| Price for Phase 1 | \$ |
| Price for Phase 2 | \$ |
| Price for Phase 3 | \$ |
| Total Price | \$ |

The price set out in Proposal Form 1 shall include 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.

Please attach any cost breakdowns to this Proposal Form 1.

| Hourly Rates In the following table, enter the hourly rates in respect of all proposed Personnel that will perform the Services and/or provide the Deliverables. Personnel should include various positions required for support. Please add additional lines as required or attach the hourly rate breakdowns to this Proposal Form 1. | |
|---|-------------|
| Role and Experience Level | Hourly Rate |
| | \$ |
| | \$ |

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

Purchase is subject to budgetary approval of expenditures.

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

Proposal Forms

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

Declarations

We hereby declare that:

- (a) We will execute the Agreement within ten (10) Working Days of receipt of the 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;
- (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

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

- (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:

Contractor:

(Company Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature:

I have authority to bind the corporation.

Name and Title:

Email:

Dated at _____ this _____ day of _____, 2025.

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

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

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

Owner ☐ Partnership ☐ Corporation ☐

Relationship *(if applicable)*

| | |
|----------------|--|
| Parent Company | |
| Subsidiaries | |
| Affiliates | |

Ontario Business: Yes ☐ No ☐

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

Canadian Business: Yes ☐ No ☐

“Canadian Business”: A 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 RFP.

Canadian Trade Partner Country: ☐ Yes ☐ No

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

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

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

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.

Main Contact Person (for the purposes of this Proposal)

| | |
|----------------|--|
| Name | |
| Title | |
| Telephone # | |
| E-mail address | |

Bill S-211:

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

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

Indicate below your company/business’ invoice terms:

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

Does your company/business have the capability to handle Electronic Funds Transfers?

YES_____ NO_____

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

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

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

Subcontractors

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

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

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

ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.

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, alternatives may be used if deemed equal by ONTC and/or the third-party consultant. Respondents shall submit proposed deemed equivalents as a clarification item to be considered while the procurement remains open in accordance with the requirements of Part 1, Section 3, item 3.2 Questions and Communications Related to the RFP Documents.

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

(Check one) YES_____; NO_____

If the Respondent indicates “NO”, they shall provide details as an attachment to this Proposal Form 3, indicating how they will deviate from the requirements identified in Part 3 – Requests for Proposals – Specifications.

PART 4 - FORM OF PROPOSAL
PROPOSAL FORM 4
REFERENCES

The Respondent must supply here the reference information of three (3) customers for which they have provided similar 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 | E-mail |

Reference #2

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

Reference #3

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

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

The Respondent may suggest changes to the 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, Schedule, Article, or Sub-Clause | Existing Wording | Respondent's Proposed Wording | Reason for Proposed Change |
|-----------|--|------------------|-------------------------------|----------------------------|
| 1 | | | | |
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| 17 | | | | |
| 18 | | | | |

PART 4 - FORM OF PROPOSAL
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.

| | |
|---|---------------------------------|
| DATE FORMALIZED April 2016 REVISED February 2023 | Health and Safety Policy |
|---|---------------------------------|

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)

**PART 4 - FORM OF PROPOSAL
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.

1. Company Profile

- 1.1. Respondent shall provide a company profile and indicate the length of time (number of years) the company has been providing similar services in an industrial setting. Include company's history, office location(s), corporate operating philosophy and description of the specific services offered and specialties.

In the event that the Respondent is using a sub-consultant(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.

- 1.2. Respondent must provide a concise Executive Summary of the Proposal for ONTC's evaluation team to understand the highlight of the services offered by the Respondent.

2. Resources

- 2.1 Respondents shall demonstrate their ability to fulfill the requirements of the RFP and include an organizational chart of the proposed team along with their resumes as part of their Proposal.

Respondents are required to list the names of the Principal Personnel who will be assigned to the Work and **include their full resumes**. Indicate the responsibilities each will have in this mandate and how long each has been working with your company.

This information shall be for the use of ONTC in assessing the Proposal. In the event of a Sub-consultant(s) being listed as a Principal Personnel, the Respondent shall also include their resume(s).

3. Experience and Qualifications

- 3.1 Respondents shall demonstrate their knowledge and experience in performing projects of similar size and scope and provide project profiles to support that the Respondent has the experience and resources to complete the project.

Respondents shall supply a minimum of three (3) relevant detailed project profile descriptions of a similar nature and scope or examples with hours documented on completed projects highlighting the required experience. The project descriptions shall include:

- Company/Client
- Name of contact and contact details
- Project Name
- The scheduled project start and end date
- The actual start and end date

- The project value of the Respondent's scope of work for the project at the beginning of the project
- The project value of the Respondent's scope of work for the project at the end of the project
- Detailed description of the Respondent's scope of work for the project. The description should detail if subcontractors were used to complete part of the scope.
- Outcomes of the project (i.e., completed on schedule and on budget etc.)

ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above, in addition to the references provided as part of Proposal Form 4.

4. Project Schedule

- 4.1. Respondent shall include a schedule showing the proposed timeline for completion of the project and key milestones. The schedule shall be in Gantt Chart format, showing all the activities, milestone date and the critical path. Respondents are required to identify the critical path in their schedule and describe it in their proposed approach. The work shall reflect the milestone date listed below:

| Tasks | Date |
|----------------------------|-------------------------------------|
| Request for Proposal Close | Friday, September 19, 2025 |
| Project Start Date | Wednesday, October 15, 2025 |
| Phase 1 | Three (3) Weeks from the Start Date |
| Phase 2 | Ten (10) Weeks |
| Phase 3 | Four (4) Weeks |
| Project Completion Date | Tuesday, March 03, 2026 |

Proposals which cannot meet the required milestone dates may be disqualified at ONTC's sole discretion.

5. Proposed Approach

- 5.1. The Respondent shall provide a detailed description of their understanding of the project requirements and deliverables.
- 5.2. Indicate any assumptions and exclusions associated with your Proposal. ONTC will only consider assumptions and exclusions submitted as part of this Proposal Form 7. Respondents shall not indicate assumptions or exclusions anywhere else in the proposal.
- 5.3. Provide a detailed written narrative on your proposed approach and methodology of how you will complete the work.

6. Proof of Practice

- 6.1. Respondents shall provide proof for each of the following:
- Licensed P. Eng in the province of Ontario.
 - Proof to practice in the province of Ontario (C of A).

ONTC will consider all the information submitted in the Respondent's Proposal when evaluating the Respondent's experience.

PART 4 - FORM OF PROPOSAL
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 PROPOSALS
DRAFT AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT is made **XX**, 202**X** (the “**Effective Date**”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“**ONTC**”)

AND

XXX

(the “**Engineering Consultant**”)

THE PARTIES AGREE AS FOLLOWS:

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

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

“**Applicable Laws**” 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;

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

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

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

“Deliverables” means the information and items in any form as set out in **Schedule A and/or B** that are to be provided by the Engineering Consultant to ONTC;

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

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

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

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

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

“Party” means ONTC or the Engineering Consultant, and **“Parties”** means both of them;

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

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

"Price" has the meaning set out in Section 6;

"Project" means **XX**; and

"Services" has the meaning set out in Section 4.

2. **Time.** Subject to Section 24, time is of the essence of this Agreement, including if any extension of time is permitted.
3. **Contract Documents and Precedence.** Schedule A (Scope of Work) and Schedule B (Engineering Consultant's Submission) form part of this Agreement. 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 (Engineering Consultant's Submission); and,
 - (d) Any other documents incorporated by reference in any of the foregoing.

If the Engineering Consultant'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.

4. **Services.** The Engineering Consultant shall provide ONTC with engineering consulting services with respect to the Project, as more particularly described in **Schedule A and/or Schedule B** (the **"Services"**). The Services shall be provided as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services.
5. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until **XX** unless earlier terminated pursuant to the provisions of this Agreement (the **"Term"**).
6. **Price and Invoicing.** ONTC will pay the Engineering Consultant for the Services under this Agreement, excluding Harmonized Sales Tax, **\$XX** CAN (the **"Price"**). The Price includes all expenses necessary to provide the Services. The Engineering Consultant shall not, unless specifically agreed to in writing by ONTC in advance, charge any expenses to ONTC. Travel

expenses are subject to the provisions of the Management Board of Cabinet Travel, Hospitality and Meal Directive effective January 2020. Invoices shall be submitted to the ONTC representative as advised by ONTC and to pay.inv@ontarionorthland.ca. ONTC will review the invoices and, if approved, process the same for payment within thirty (30) days after receipt (subject to ONTC's right to set off, or to withhold payment in the event of a dispute about the invoice).

7. **Standard of Care.** The Engineering Consultant 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 Engineering Consultant shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise. Any Services provided by subcontractors shall meet or exceed the above standard of care and the Engineering Consultant shall be fully responsible therefor.
8. **Vendor Performance.** ONTC has a Vendor Performance Policy pursuant to which ONTC may complete an evaluation of the Engineering Consultant's performance of its obligations under this Agreement. Any such performance evaluation of the Engineering Consultant for the supply of these Services will be used in the assessment of the Engineering Consultant's proposals in response to future procurements. Any such performance evaluation may also result in the Engineering Consultant being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.
9. **Personnel.** The preliminary list of Personnel providing the Services is set out in Schedule B. The Engineering Consultant shall be responsible for every act or omission of such Personnel and shall not change the Personnel without ONTC's prior written approval. All Personnel providing the Services shall be design professionals retained or employed by the Engineering Consultant, licensed in the Province of Ontario, and otherwise have all approvals, permits, registrations, professional designations and memberships necessary to perform the Services. All design documents shall be properly sealed or stamped, as applicable, by licensed design professionals.
10. **ONTC Requirements.** The Services shall comply with Applicable Laws and be based upon the written requirements and information for the Project which are provided by ONTC to the Engineering Consultant. The **Deliverables or plans and specifications** the Engineering Consultant prepares for the Project will be accurate, correct and suited for use by ONTC and any contractor retained by ONTC for the Project. While on ONTC property, the Engineering Consultant shall comply with all applicable ONTC policies, including its Fit for Duty Policy.
11. **Reports.** The Engineering Consultant shall upon request of ONTC, provide reports to ONTC, in a form and substance satisfactory to ONTC, about the Services and the Project, as ONTC may require.

12. **Schedule.** The Engineering Consultant shall provide the Services within the time specified in the Agreement and shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. If the Engineering Consultant fails to meet such timelines, ONTC may, without limiting any other remedy ONTC may have at law or under this agreement, retain other persons to complete the Services at the cost of the Engineering Consultant and the Engineering Consultant shall be responsible for all Losses suffered by ONTC due to the delay.
13. **Inspection and Inadequate Services.** ONTC may, at all reasonable times, inspect or otherwise review the Services that have been performed or are being performed. The Engineering Consultant shall immediately correct at its own cost, upon written request of ONTC, any Services that do not meet the Deliverables specifications. If defects are discovered following completion of the Services, the Engineering Consultant shall remedy such defects at its own expense.
14. **Software.** The Engineering Consultant shall consult with ONTC and obtain prior written approval for the use and type of software in its generation of the Engineering Consultant's drawings and specifications. The Engineering Consultant will be required to provide its documents using the approved versions of the software which are in use in the industry and by ONTC.
15. **Deliverables.** Deliverables shall be in the native file format (e.g., CAD format) as approved by ONTC along with a PDF and/or hard copy, at not extra cost to ONTC. The Engineering Consultant shall not be held liable for native file format files to the extent they are subsequently amended or changed by ONTC without the consent of the Engineering Consultant.
16. **Changes.** Changes of any kind to the Services shall only be made by the Engineering Consultant upon receipt of a written change order signed by an authorized member of each Party (each, a "**Change Order**"), setting out any agreed adjustment to the Price and the time for performance of the Services. A Change Order shall represent the full payment for all costs and any adjustments to the schedule associated with the change or changes for which it was issued.
17. **Intellectual Property.** All Deliverables shall, unless approved by ONTC in writing to the contrary, be the sole property of ONTC and ONTC shall own all intellectual property rights in it. If the Engineering Consultant owns any intellectual property rights in any Deliverables, it hereby transfers and assigns such intellectual property rights to ONTC. The Engineering Consultant shall sign all documents and take all actions that may be necessary to ensure that ONTC owns the Deliverables and the intellectual property rights in the Deliverables.
18. **Use of Confidential Information.** Neither Party will disclose any Confidential Information of the other Party to any third party without the other Party's written consent or if the Party is

legally required to do so. Each Party shall protect the Confidential Information disclosed to it by the other Party in the same manner and to the same extent that it protects its own Confidential Information. Upon the termination of this Agreement, or earlier upon the request of a Party, the other Party shall promptly destroy or return (as directed by the requesting Party) all copies of the Confidential Information disclosed to it, except that the Parties shall be entitled to retain one (1) copy of the Confidential Information for legal purposes. The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party, including without limitation an unauthorized release of Personal Information, would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against any breach or threatened breach of any such provision. The Engineering Consultant specifically acknowledges that ONTC is subject to FIPPA and that ONTC may be compelled to disclose certain Confidential Information.

19. **Records and Audit.** The Engineering Consultant shall maintain up-to-date and accurate records, which clearly identify the Engineering Consultant's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Engineering Consultant shall make available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.
20. **General Indemnity.** The Engineering Consultant shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Engineering Consultant or as a result of any breach of the terms of this Agreement by the Engineering Consultant or by any negligent act, error, or omission of the Engineering Consultant or the Engineering Consultant Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties.
21. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
 - (a) neither Party shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a Party has been advised of the possibility of such damages; and,
 - (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

22. **Insurance Coverage.** The Engineering Consultant shall maintain the following insurance at its cost and provide evidence, satisfactory to ONTC, of:
- (a) Commercial General Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, with no limitations on or exclusions from coverage arising from working on or around railway property, including environmental and pollution liability, bodily injury, personal injury, death and damage to property;
 - (b) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property; and,
 - (c) Professional Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence and subject to an annual aggregate of not less than two million dollars (\$2,000,000).
23. **Conflict of Interest.** The Engineering Consultant shall avoid any Conflict of Interest in the performance of the Services and execution of this Agreement and immediately disclose to ONTC any actual or potential Conflict of Interest that arises. ONTC may terminate the Agreement immediately upon notice to the Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, if the Supplier fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.
24. **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 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 (5) 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.
25. **Early Termination.** This Agreement may be terminated early as follows:
- (a) by the mutual written agreement of the Parties;
 - (b) by ONTC, for any reason, upon not less than ten (10) days' prior written notice;
 - (c) by ONTC immediately (i) if the Engineering Consultant is in default or breach in respect of any condition or provision of this Agreement; (ii) upon the winding up or dissolution of the Engineering Consultant; and (iii) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, upon the Engineering Consultant making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization,

making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this Agreement; and,

- (d) by the Engineering Consultant upon written notice to ONTC, where ONTC has failed to observe or perform any of its obligations under this Agreement, and such failure has not been remedied to the reasonable satisfaction of the Engineering Consultant within thirty (30) days of providing written notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

26. **ONTC Remedies.** Without limiting the right of ONTC to pursue any remedy available to it in law, if this Agreement is terminated early for any reason other than those described in section 25(a) or (d), then ONTC is excused from further performance under this Agreement, any money payable by the Engineering Consultant to ONTC shall be immediately due and payable, and ONTC shall not be responsible for paying any amount over and above the chargeable amounts incurred up to the effective date of such termination, or a later date if work, already commenced by the Engineering Consultant, cannot reasonably be discontinued until such later date.
27. **Assignment.** The Engineering Consultant may not assign its rights or obligations under this Agreement without first obtaining the written consent of ONTC. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
28. **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: XXX

T: XX

E: XX

And To:

Legal Services & Corporate Governance:
Legal@ontarionorthland.ca

To the Engineering Consultant at:

XX

Attention: XXX

T: XX

E: XX

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

29. **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 or failure to seek a remedy for any breach, shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, or a waiver by the Party of its rights and remedies with respect to such breach or any subsequent breach.
30. **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.
31. **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.
32. **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 binding on the Parties as though such section or part or parts thereof had never been included in this Agreement.
33. **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 to this Agreement shall be binding unless it is in writing and signed by the Parties.
34. **Survival.** 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, including without limitation the confidentiality and liability and indemnity provisions of this Agreement.
35. **Counterparts Electronic Signatures and Electronic Delivery.** This Agreement may be executed by electronic signatures and delivered by electronic transmission of a .pdf of the

executed Agreement, and in any number of counterparts. All such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[SIGNATURE PAGE FOLLOWS]

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

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

XXXX

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

Schedule A

Scope of Work

Schedule B

Engineering Consultant's Submission