



**Request for Proposals
for
Actuarial Services**

Request for Proposals No.: **RFP 2025 103**

Issued: **Tuesday, November 25, 2025**

Submission Deadline: **Monday, December 22, 2025 at 2:00:00 p.m. local time**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	4
1.1 Invitation to Proponents.....	4
1.2 RFP Contact.....	5
1.3 Accommodations for Proponents with Disabilities.....	5
1.4 French Language Services.....	5
1.5 Contract for Deliverables	6
1.6 RFP Timetable	6
1.7 Submission Instructions.....	6
 PART 2 – EVALUATION, NEGOTIATION AND AWARD	 9
2.1 Stages of Evaluation and Negotiation.....	9
2.2 Stage I – Mandatory Submission Requirements.....	9
2.3 Stage II – Evaluation	9
2.4 Stage III – Pricing	9
2.5 Stage IV – Ranking and Contract Negotiations.....	10
 PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	 12
3.1 General Information and Instructions.....	12
3.2 Communication after Issuance of RFP	13
3.3 Notification and Debriefing.....	14
3.4 Conflict of Interest and Prohibited Conduct.....	14
3.5 Confidential Information.....	17
3.6 Procurement Process Non-Binding.....	17
3.7 Governing Law and Interpretation.....	18
3.8 Power of Legislative Assembly	18
 APPENDIX A – FORM OF AGREEMENT	 19
 APPENDIX B – RFP PARTICULARS	 33
A.The Deliverables	33
B.Material Disclosures.....	38
C.Mandatory Submission Requirements.....	38
D.Mandatory Technical Requirements.....	38
E.Pre-Conditions Of Award.....	39
F.Evaluation Criteria.....	39
G.Price Evaluation Method	42
 APPENDIX C – SUBMISSION FORM	 43
 APPENDIX D – SCHEDULE OF PRICES	 48

APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL	49
A.Health and Safety Policy	50
B.Contractor Health and Safety Responsibility Agreement	51
APPENDIX F – REFERENCE DOCUMENT	52

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by Ontario Northland Transportation Commission (“ONTC”) to prospective proponents to submit proposals for **Actuarial Services**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

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.

ONTC is seeking a qualified Service Provider and qualified firm of accredited actuaries to perform actuarial valuations of their post-retirement benefits (PRB), other post-employment benefits (OPEB) plans, and worker’s compensation benefits, including the annual accounting disclosures.

1.1.2 Proponent Must Be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with ONTC. If the proposal is being submitted jointly by two (2) or more separate

entities, the proposal must identify only one (1) of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All proponents must have a vendor account with the electronic bidding system at: <https://www.merx.com/>. This will enable the proponent to download the solicitation document, to receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Brinda Ranpura
Procurement Contracts Specialist
Telephone: 705-472-4500 * 548
Email: brinda.ranpura@ontarionorthland.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of ONTC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Accommodations for Proponents with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), ONTC will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the RFP Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.4 French Language Services

In accordance with the French Language Services Act, R.S.O. 1990, c. F.32, and Ontario Regulation 544/22, ONTC is committed to providing equitable access to procurement opportunities in both official languages. While this RFP and associated documents are posted in English, a French version is available upon request. Interested parties may contact the RFP Contact.

1.5 Contract for Deliverables

1.5.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with ONTC for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between ONTC and the selected proponent.

1.5.2 Term of Contract

The term of the agreement is to be for a period of three (3) years, with an option in favor of ONTC to extend the agreement on the same terms and conditions for two (2) terms of one (1) year each.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Tuesday, November 25, 2025
Deadline for Questions	Tuesday, December 16, 2025 at 2:00:00 PM local time
Deadline for Issuing Addenda	Thursday, December 18, 2025 at 2:00:00 PM local time
Submission Deadline	Monday, December 22, 2025 at 2:00:00 p.m. EDT local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Friday, January 09, 2026
Contract Negotiation Period	Fifteen (15) calendar days

The RFP timetable is tentative only and may be changed by ONTC at any time.

1.6.2 Site Visit / Pre-Bid Meeting

Not Applicable.

1.7 Submission Instructions

1.7.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

<https://www.merx.com/>

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the bidding system's technical support.

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

The Technical Proposal shall be uploaded into the bidding system, in PDF format, and not have a security password. It is the proponent's sole responsibility to ensure all uploaded documents are not defective, corrupted, or blank and can be opened by ONTC. If the Technical Proposal cannot be downloaded by ONTC, the Proposal shall be rejected.

The Pricing Proposal shall be uploaded into the bidding system.

1.7.2 Proposals to Be Submitted on Time

Proposals must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of proposals shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.7.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.7.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.7.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission

Deadline, proponents may withdraw a submitted proposal through the bidding system. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

1.7.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for the Irrevocability Period, as specified in the RFP Timetable, running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

ONTC will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, ONTC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that ONTC issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

ONTC will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met.

2.3.2 Non-Price Rated Criteria

ONTC will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the

abnormally low pricing, ONTC may reject the proposal. ONTC may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with ONTC. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria OR with the lowest price.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of ONTC or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between ONTC and the selected proponent. Negotiations may include requests by ONTC for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by ONTC for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

ONTC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date ONTC invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, ONTC may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until ONTC elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal, but not attached, will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, ONTC may consider the proponent's past performance or conduct on previous contracts with ONTC or other institutions.

3.1.5 Information in RFP Only an Estimate

ONTC and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the RFP process, including, without limitation, preparation and presentation of its proposal and if applicable, costs incurred for meeting attendance, interviews or demonstrations.

3.1.7 Proposal to be retained by ONTC

ONTC will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

ONTC makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. ONTC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Trade Agreements

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. ONTC is under no obligation to provide additional information, and ONTC is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. ONTC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If ONTC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum posted in the bidding system. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by ONTC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If ONTC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, ONTC may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, ONTC may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. ONTC may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by ONTC and a proponent, the other proponents may be notified directly in writing and will be notified by public posting, on ONTC's website, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by ONTC.

3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the proponent's contact details, including name, telephone number, and email address.

ONTC will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which ONTC will provide the proponent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of ONTC in the preparation of its proposal that is not available to other proponents;

- (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

ONTC may disqualify a proponent for any conduct, situation, or circumstances, determined by ONTC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of ONTC may be precluded from participating in the RFP process in instances where ONTC has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct or Breach

ONTC may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if ONTC determines in its sole and absolute discretion that the proponent has engaged in any conduct prohibited by this RFP or has otherwise breached the terms of the of the RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Proponent Not to Communicate with Media

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact. Further, proponents must not make 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 solicitation documents or the Deliverables or any matters related thereto, without the prior written consent of ONTC.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of ONTC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

ONTC may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with ONTC's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by ONTC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, ONTC will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by ONTC in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of ONTC

All information provided by or obtained from ONTC in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of ONTC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from ONTC; and
- (d) must be returned by the proponent to ONTC immediately upon the request of ONTC.

Each proponent shall be responsible for any breach of the provisions of this section by any person to whom it discloses ONTC confidential information.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ONTC. The confidentiality of such information will be maintained by ONTC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by ONTC to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFP will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor ONTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good

or service will be created between the proponent and ONTC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of ONTC to enter into an agreement for the Deliverables.

3.6.4 Cancellation

ONTC may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and 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.

3.8 Power of Legislative Assembly

No provision of this RFP 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.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Agreement for Deliverables will be the ONTC – Professional Services Form of agreement, as attached to this Appendix A.

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

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

AND

XXX

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

“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 Consultant to ONTC as part of the Services;

“Consultant Parties” means the 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 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 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 Consultant;

“Price” has the meaning set out in Section 6;

“Services” has the meaning set out in Section 4; and

“Term” means the Original Term and any Renewal Term as those terms are defined in Section 5.

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 (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 (Deliverables/Scope of Work);
 - (c) Schedule B (Consultant’s Submission); and,
 - (d) Any other documents incorporated by reference in any of the foregoing.

If the 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 Consultant shall provide ONTC with the actuarial services 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 for three (years) unless earlier terminated pursuant to the provisions of this Agreement (the **“Original Term”**). ONTC shall have the option, exercised in its sole discretion, to extend the Agreement for two periods of one (1) year each (a **“Renewal Term”**) by providing at least thirty (30) days notice to the Consultant.
6. **Price and Invoicing.** ONTC will pay the Consultant for the Services under this Agreement, excluding Harmonized Sales Tax, **\$XX** CDN (the **“Price”**). The Price includes all expenses necessary to provide the Services. The 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 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 at the time and place the Services are being provided. The 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 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 Consultant's performance of its obligations under this Agreement. Any such performance evaluation of the Consultant for the supply of these Services will be used in the assessment of the Consultant's proposals in response to future procurements. Any such performance evaluation may also result in the Consultant being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.
9. **Personnel.** The preliminary list of Personnel providing the Services is set out in Schedule B. The 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 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 which are provided by ONTC to the Consultant. The Deliverables will be accurate, correct and suited for use by ONTC and any contractor retained by ONTC. While on ONTC property, the Consultant shall comply with all applicable ONTC policies, including its Fit for Duty Policy.
11. **Reports.** The Consultant shall upon request of ONTC, provide reports to ONTC, in a form and substance satisfactory to ONTC, about the Services as ONTC may require.
12. **Schedule.** The 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. The timing of the delivery of Services may only be changed by the written consent of ONTC. If the 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 Consultant and the 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 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 Consultant shall remedy such defects at its own expense.
14. **Software.** The Consultant shall consult with ONTC and obtain prior written approval for the use and type of software in its generation of the Consultant's drawings and specifications. The 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 Consultant shall not be held liable for native file format files to the extent they are subsequently amended or changed by ONTC without the consent of the Consultant.
16. **Changes.** Changes to the Services shall only be made by the Consultant upon receipt of a written change order signed by an authorized member of each Party (each, a "**Change Order**"), setting out any agreed adjustment to the Price. A Change Order shall represent the full payment for all costs 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 Consultant owns any intellectual property rights in any Deliverables, it hereby transfers and assigns such intellectual property rights to ONTC. The 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 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 Consultant shall maintain up-to-date and accurate records, which clearly identify the Consultant's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Consultant shall make available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.
20. **General Indemnity.** The Consultant shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Consultant or as a result of any breach of the terms of this Agreement by the Consultant or by any negligent act, error, or omission of the Consultant or the 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 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 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 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 Consultant if the Consultant fails to disclose any actual or potential Conflict of Interest, if the Consultant 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 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 Consultant; and (iii) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, upon the Consultant making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this Agreement; and,
 - (d) by the Consultant upon written notice to ONTC, where ONTC has failed to observe or perform any of its obligations under this Agreement, and such failure has not been remedied to the reasonable satisfaction of the Consultant within thirty (30) days of providing written notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

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 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 Consultant, cannot reasonably be discontinued until such later date.
27. **Assignment.** The 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 Consultant at:

XX
Attention: XXX
T: XX
E: XX

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

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

Deliverables/Scope of Work

Schedule B

Consultant's Submission

COMPLIANCE WITH CONTRACT DOCUMENTS

Proponents may suggest changes to the Draft Agreement included in Appendix A 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 proponent'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	Draft Agreement, ONTC Schedule, Article, or Sub-Clause	Existing Wording	Respondent's Proposed Wording	Reason for Proposed Change
1				
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APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

ONTC is seeking a qualified firm of accredited actuaries to perform actuarial valuations of their:

- Post-retirement benefits (PRB);
- Other post-employment benefits (OPEB) plans, and;
- Worker's compensation benefits, including the annual accounting disclosures.

Proposal Instructions

Much effort has been made to provide all necessary and accurate information in the request for proposal.

Please provide the following in the proposal:

- Proposed fees on requested basis, please respond in the MS Excel document at Appendix D – Schedule of Prices
- Please quote all rates, charges and fees by inputting your responses in the appropriate cells.

ONTC intends to enter into a three (3) year contract with the Successful Respondent with an optional fourth (4th) and fifth (5th) year.

Client Information

Company Name: Ontario Northland Transportation Commission

Website: <https://ontarionorthland.ca/en>

Link to 2024-2025 Consolidated Financial Statements:
<https://ontarionorthland.ca/en/company/document-centre>

Within the governance reports respondents will be able to find the 2024-2025 Financial Statements.

Background Information of ONTC

Length of Time in Business: 120+ years

Number of benefit eligible employees: 1041.5 active employees (as at April 1, 2025)

Number of retirees and surviving spouses: 1173 (as at August 2025)

Number of disabled members receiving post-employment benefits: 38 (as at August 2025)

How long has the company been with the current provider: 15+ years

What is the primary reason for requesting a quotation: To perform due diligence and ensure current pricing is competitive, and to find the most suitable long-term partner for the future.

Are plans funded: No

Discount rate assumption: Based on Ontario Provincial Bond Rates

Salary increase assumption: Based on union and non-union averages

Post-Retirement accrued benefit obligation as at March 31, 2025: \$59,714,300

Post-Employment accrued benefit obligation as at March 31, 2025: \$8,525,900

Workers' Compensation accrued benefit obligation as at March 31, 2025: \$13,602,300

Current Plan Information

The post-retirement benefit plan is composed of 28 classes, many with similar benefits. Below is a high-level summary of plan provisions. Please refer to Schedule D for a complete description of the classes.

Post-Retirement Benefit Plan (composed of 28 classes and may vary from below)		
Eligibility	The earliest of 35 years of service, 60 years of age with 20 years of service, or age and service equal to 85 or 90 years depending on time of retirement.	
Life Insurance		
Official Payroll	To age 65:	One times annual salary at retirement
	Age 65-69:	\$30,000
	Age 70 Plus:	\$20,000
Management	To age 65:	One times annual salary at retirement
	Age 65-69:	\$14,000
	Age 70 Plus:	\$10,000
Hourly	To age 65:	\$50,000 or \$37,000, dependent on year of retirement
	Age 65 Plus:	\$7,000 or \$10,000, dependent on year of retirement
Dental Coverage	Coverage for routine care, dentures, crowns and bridgework. Coverage is for the lifetime of the retiree and his or her spouse.	

Prescription Drugs	Coverage for drugs and medicines, which legally require a written prescription, including life sustaining drugs and supplies. Coverage is up to the retiree's age 65 for both the retiree and their spouse.
Hospital Coverage	Coverage for semi-private room. Coverage is for the lifetime of the retiree and his or her spouse. Eligibility is dependent on the retiree's year of retirement.
Vision	Coverage for vision care to a maximum amount every 24 months. Coverage is up to retiree's age 65 for both the retiree and his or her spouse.
Other Extended Health Care	Coverage includes ambulance, physiotherapy, diagnostic procedures, durable medical equipment, supplies and paramedical. Coverage is up to retiree's age 65 for both the retiree and his or her spouse.

The post-employment benefit plan is composed of 11 classes, some with similar benefits. Below is a high-level summary of plan provisions. Please refer to Appendix D for a complete description of the classes.

Post-Employment Benefit Plan and Workers Compensation Benefits (composed of 11 classes and may vary from below)			
Eligibility	Members on long-term disability (LTD) / WSIB		
Long-term Disability	70% of weekly earnings to earlier of recovery, re-employment at a rate of pay equal or greater than LTD payments, or termination of benefit payments.		
Termination of LTD Benefit Payments	Continuous Service	Union	Non-Union
	Less than 2 years	No coverage	No coverage
	2 to 10 years	Earlier of age 65 or completed full years of service	Age 65
	10 years or greater	Age 65	Age 65
Life Insurance			
Management	Two times annual salary (max. \$500,000)		
Hourly	Flat \$50,000		
Dental Coverage	Coverage for routine care, dentures, crowns and bridgework.		
Prescription Drugs	Coverage for prescription drugs, hospital, paramedical supplies, vision and other medical.		

Other Extended Health Care	Coverage includes ambulance, physiotherapy, diagnostic procedures, durable medical equipment, and medical supplies, paramedical and emergency out of country. <u>Note:</u> ONTC does not pre-fund the liability related to these benefits for WSIB and those on WSIB would maintain their active employee benefits.
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Requested Timing

ONTC's fiscal year is April 1st through March 31st. In the Consolidated Financial Statements for the year ended March 31, 2025, note 5 indicates the date of the most recent report for accounting purposes.

A prior valuation replication is requested (if necessary) and extrapolations of those results as per the table and charts below to align to ONTCs fiscal year. New valuations and accounting disclosures are also outlined below.

Item	Post-Retirement	Post-Employment	WSIB
Accounting Standard	Section PS 3250 of the Canadian Institute of Chartered Accountants (CICA) Public Sector Accounting Board Handbook (PSAB 3250)	Section PS 3255 of the Canadian Institute of Chartered Accountants (CICA) Public Sector Accounting Board Handbook (PSAB 3255)	Section PS 3255 of the Canadian Institute of Chartered Accountants (CICA) Public Sector Accounting Board Handbook (PSAB 3255)
Valuation Cycle	Tri-Annual	Annual	Tri-Annual
Prior Valuation Date	April 1, 2023	March 31, 2025	March 31, 2024
Proposed New Valuation Date with Accounting Disclosures	March 31, 2026	March 31, 2026	March 31, 2026
Data used for valuation with extrapolation to year end	December 31, 2025	December 31, 2025	December 31, 2025
Accounting Disclosures and Estimated Projected Expense	Required within 3 weeks of March 31st each year		

Requested Reporting Deliverables

ONTC requires the following data splits, in addition to the requirements under the accounting standards and the actuarial standards of practice.

ONTC would like the results provided in one deliverable (report or letter format), we ask that you provide a sample of the deliverables for ONTCs review, in your proposal.

- **Valuation Results**

- 1) Current Service Cost for post-retirement benefits split by the following benefits:
 - a) Life Insurance
 - b) Dental Coverage
 - c) Prescription Drugs
 - d) Hospital Coverage
 - e) Vision
 - f) Other Extended Health Care
- 2) Defined Benefit Obligation for post-retirement benefits split by actives not fully eligible, actives fully eligible and retirees/survivors and the benefits listed above.
- 3) Defined Benefit Obligation for post-employment benefits split by the following items:
 - a) Disability income
 - b) Life Insurance
 - c) Dental Coverage
 - d) Extended Health Care
 - e) Incurred but not reported reserve
- 4) Liability for post-retirement benefits for Workers Compensation Benefits

- **Accounting Disclosures**

- 1) All standard accounting disclosures and sensitivities reported by post-retirement, post-employment and total
- 2) Estimated Projected Expense
- 3) Actual benefit payments are used

- **Other Deliverables**

1) Data Quality & Validation

- Require documentation of data sources, integrity checks, and reporting of any data limitations or assumptions.
- Include a provision for ONTC to review and approve data before valuation begins.

2) Regulatory & Legislative Updates

- Include annual updates on relevant legislative, regulatory, or accounting changes affecting PRB, OPEB, or WSIB valuations.

3) Accessibility & Language

- Ensure all deliverables are accessible (AODA-compliant) and available in both English and French (upon request).

B. MATERIAL DISCLOSURES

It is the sole responsibility of the proposers to ensure that they have all information necessary to complete submission of their proposals.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each bid must include a Submission Form (Appendix C) completed and signed by an authorized representative of the bidder.

2. Pricing (Appendix D)

Each bid must include pricing information that complies with the instructions set out below in Section F of this Appendix B and the pricing form at Appendix D.

3. Health, Safety and Environmental Forms (Appendix E)

Each bid must include the completed and signed Contractor Health and Safety Responsibility Agreement.

4. Other Mandatory Submission Requirements

Bidders must be a Canadian business as set out and acknowledged in the Submission Form (Appendix C).

D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

E. PRE-CONDITIONS OF AWARD

The selected proponent must satisfy the following conditions and provide the following information with ten (10) days of the notice of selection:

- (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.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			
1.0	Category 1: Methodology and Approach	50	25
1.1	Responsiveness	05	
1.2	Project Understanding	05	
1.3	Valuations and Accounting Disclosures	15	
1.4	Quality of the Proposal	05	
1.5	Ability to Transition	15	
1.6	Value-add Services	05	
2.0	Category 2: Qualifications, Experience and References	35	17.5
2.1	Knowledge	05	
2.2	Qualifications and Experience	10	
2.3	Resources	10	
2.4	Reliability	10	
3.0	Building Ontario Business Initiative	10	n/a
	Sub-Total	95	

50% Minimum Threshold to be obtained in Category 1 (25/50) and Category 2 (17.5/35), Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet these minimum thresholds will not be considered further.

2. PRICING PROPOSAL

	Pricing	15	n/a
2.1	Price Submitted 1-Year	10	
2.2	Price Submitted 3-Year	05	
	Total Points	110	

Technical Proposal Content Requirements

The proponent shall provide a written proposal in PDF format.

The proposal to undertake the project shall include a clear outline, including the general items listed below, but also include other considerations based on the proponent's understanding of the project. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

All submissions shall utilize the headings in the Technical Proposal Requirements table provided below, and in the order presented, which align with the Evaluation Criteria. All submissions shall also address the information requirements under each heading. **Pricing is not to be provided in the Technical Proposal.**

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Methodology and Approach
1.1	Provide a detailed written narrative and demonstrate your ability to meet proposal timelines and respond effectively to requests.
1.2	Provide a detailed written narrative and demonstrate your comprehension of ONTC's plan, accounting requirements, and reporting obligations, with the ability to provide the requested services.
1.3	Provide a detailed written narrative on valuation and accounting disclosure deliverable that incorporates all requested information

1.4	Overall organization, clarity, presentation, and quality of the proposal submission
1.5	Provide a detailed written narrative on your firm's ability to transition, replicate and provide accounting disclosures by the requested timing. Respondents must also provide a sample of the deliverables for ONTC's review with their proposal as per the Requested Reporting Deliverable in Appendix B – RFP Particulars. Provide a written narrative explaining the process for secure digital delivery of all reports and data, including compliance with applicable privacy and security requirements. Stakeholder Engagement Requirements: Respondents must clearly outline in their proposal: The proposed stakeholder management plan, including frequency and approach for the kickoff meeting and ongoing periodic check-ins to confirm assumptions, timelines, and deliverable expectations. A provision allowing ONTC time to review and approve data prior to the commencement of valuation activities.
1.6	Provide a detailed written narrative on any additional value-add services or insights that will be offered to ONTC beyond the core requirements.
2.0	Qualifications, Experience and References
2.1	Provide a detailed written narrative and demonstrate your knowledge of industry, regulations, legislative updates and best practices, includes data privacy and storage
2.2	Provide a detailed written narrative and demonstrate your firm's qualifications and experience in providing actuarial consulting services related to PRB, OPEB, and WSIB with emphasis on services for other government entities. Also, provide an organizational chart of the people assigned to this project with their resumes.
2.1	Provide a detailed written narrative and demonstrate your firm's relevant and specialized experience, technical competence, available supporting resources and demonstrated qualifications of the proposed team
2.2	Demonstrated reliability, strong references, and overall stability of the firm
3.0	Building Ontario Business Initiative

	Where the value of a procurement is below international trade agreement thresholds and above domestic trade agreement thresholds, ONTC will give preference to Ontario Businesses. There will be a point advantage to all Respondents' who identify as an Ontario Business in Appendix C – Submission Form.
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G. PRICE EVALUATION METHOD

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points from the technical proposal.

Pricing is worth **15 points** of the total score.

- **Price Submitted 1-Year:** Costs will be assessed over the immediate accounting period Year 1 Fees (replication valuations, tri-annual PRB valuation, and accounting disclosure and auditor response) where all work will be completed, with the exception of an auditor response by the third week of April.
- **Price Submitted 3-Year:** A “typical” 3-year cycle Costs will be assessed over three year period starting March 31, 2026 (tri-annual PRB valuation, annual OPEB valuations, tri-annual WSIB and annual accounting disclosures and annual auditor responses).

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

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- Proponents should submit their pricing information by completing the attached pricing form and including it in their proposals.
- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

APPENDIX C – SUBMISSION FORM

1. Proponent Information

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

2. Building Ontario Businesses Initiative

“Ontario business” means a business that meets the requirements below:

1. The business is a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario; and
2. The business either,
 - i. has its headquarters or main office in Ontario, or
 - ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

Please select one of the following correct statement/s that describes your organization:

- ☐ Yes, my organization is an “Ontario business” as defined above.
- ☐ No, my organization is not an “Ontario business” as defined above.

“Canadian business” means:

- i. A corporation or limited partnership existing pursuant to the Laws of Canada or any of the provinces or territories thereof, and which has ongoing commercial activities in Canada; or
- ii. An individual (including sole proprietors) or a general partnership which has a business address in Canada, and which has ongoing commercial activities in Canada.

Please select one of the following correct statement/s that describes your organization:

- ☐ Yes, my organization is a "Canadian business" as defined above.
- ☐ No, my organization is not a "Canadian business" as defined above.

Note that a response of "Yes" is compliant and a response of "No" will result in disqualification of the bidder.

"U.S. business" means:

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.

Please select one of the following correct statement/s that describes your organization:

- ☐ Yes, my organization is a "U.S. business" as defined above.
- ☐ No, my organization is not a "U.S. business" as defined above.

If the proponent 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 proponent.

3. Bill S-211

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

1. Is your company required to report under the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes ☐ No ☐
2. Is your company compliant with the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes ☐ No ☐
3. Has your company been involved in forced and/or child labour in the past? Yes ☐ No ☐

If yes, please provide details including date and action taken to mitigate.

4. Acknowledgment of Non-Binding Procurement Process

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

5. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

6. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

7. Addenda

The proponent is deemed to have read and taken into account all addenda issued by ONTC prior to the Deadline for Issuing Addenda.

8. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;

- (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one (1) or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

9. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

10. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of ONTC within twelve (12) months prior to the Submission Deadline.

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

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

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

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

RFP 2025 103

Actuarial Services

11. Disclosure of Information

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

12. Travel

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the proponent hereby acknowledges that travel expenses must be approved in advance by ONTC and must be in compliance with the Management Board of Cabinet Travel, Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive-2020>)."

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D – SCHEDULE OF PRICES

Please refer to separate excel sheet Appendix D – Schedule of Prices excel worksheet. The excel sheet must be completed as part of the proposal.

APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL

Bidders shall review the attached Health and Safety Policy Statement.

Bidders shall include the attached Contractor Health and Safety Responsibility Agreement with their bid:

- A. Health and Safety Policy Statement
- B. Contractor Health and Safety Responsibility Agreement

A. HEALTH AND SAFETY POLICY

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

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

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

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

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



Chad Evans
President and CEO

Safety. Full Stop

B. 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) _____

APPENDIX F – REFERENCE DOCUMENT

Please refer the below referenced Reference Document, which are provided as a separate attachment.

Description
Post-Employment Benefit Plan Description of Classes (ONTC Plan Summary)