



Request for Tender
for
Purchase of Two (2) Forklifts
Location – North Bay and Cochrane, ON

Request for Tender No.: **RFT 2025 090**

Issued: **Monday, November 24, 2025**

Submission Deadline: **Monday, December 15, 2025 at 2:00:00 p.m. local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

1.1.1 Invitation

This Request for Tender (the “RFT”) is an invitation by Ontario Northland Transportation Commission (“ONTC”) to prospective bidders to submit bids for **Purchase of Two (2) Forklifts**, as further described in Section A of the RFT 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 inviting Respondents to submit a tender for the purchase of following two (2) Forklifts –

- Item No. 01 – One (1) New Propane or Dual Fuel Pneumatic Tire Forklift
- Item No. 02 – One (1) New Diesel-Powered Pneumatic Tire Forklift

1.1.2 Bidder Must Be Single Entity

The bidder must be a single legal entity that, if selected, intends to enter into the contract with ONTC. If the bid is being submitted jointly by two (2) or more separate entities, the bid must identify only one (1) of those entities as the “bidder”. The bidder will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All bidders must have a vendor account or pay a one-time fee with the bidding system at: <https://www.merx.com/>. This will enable the bidder to download the solicitation document, to receive addenda email notifications, download addenda, and submit their bid electronically through the bidding system.

1.2 RFT Contact

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

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

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

1.3 Accommodations for Bidders 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 RFT process. If a bidder requires this RFT in a different format to accommodate a disability, the bidder must contact the RFT Contact as soon as possible and in any event prior to the Submission Deadline. The RFT in the different format will be issued only to the requesting bidder and all addenda will be issued in such different format only to the requesting bidder.

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 RFT and associated documents are posted in English, a French version is available upon request. Interested parties may contact the RFT Contact to obtain a French copy.

1.5 Contract for Deliverables

1.5.1 Type of Contract

The selected bidder will be required to enter into an agreement with ONTC for the provision of the Deliverables in the form attached as Appendix A to the RFT (the “Agreement”).

1.5.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.6 RFT Timetable

1.6.1 Key Dates

Issue Date of RFT	Monday, November 24, 2025
Deadline for Questions	Tuesday, December 9, 2025 at 2:00:00 PM local time
Deadline for Issuing Addenda	Thursday, December 11, 2025 at 2:00:00 PM local time
Submission Deadline	Monday, December 15, 2025 at 2:00:00 p.m. local time
Irrevocability Period	Ninety (90) calendar days

The RFT 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 Bids

Bids 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, bidders 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. No pricing information shall be uploaded as part of the Technical Proposal as this is a two-envelope process.

1.7.2 Bids to Be Submitted on Time

Bids must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of bids 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.

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

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

1.7.3 Bids to Be Submitted in Prescribed Format

Bid 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 Bids

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the bidding system by the Submission Deadline.

1.7.5 Withdrawal of Bids

Prior to the Submission Deadline, bidders may withdraw a submitted bid through the bidding system.

1.7.6 Bids Irrevocable after Submission Deadline

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

ONTC will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of ONTC, be rejected. The mandatory submission requirements are listed in Section C of the RFT 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 RFT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of ONTC, be rejected. The mandatory technical requirements are listed in Section D of the RFT Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each compliant bid in accordance with the evaluation method set out in Section F of the RFT Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the bidder 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 bidder is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the bid. ONTC may also reject any bid 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 Selection of Top Ranked Component

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of ONTC, the top-ranked proponent will be selected to enter into the Agreement in accordance with the

following section. 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.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by ONTC to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT, including the pre-conditions of award listed in Section E of the RFT Particulars (Appendix B), within ten (10) days of notice of selection. This provision is solely for the benefit of ONTC and may be waived by ONTC.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) days of notice of selection, ONTC may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to ONTC.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this RFT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Past Performance

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

3.1.6 Information in RFT Only an Estimate

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

3.1.7 Bidders to Bear Their Own Costs

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

3.1.8 Bid to be retained by ONTC

ONTC will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 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 bidder. The Agreement 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.

3.1.10 Trade Agreements

Bidders 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 RFT.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising this RFT, and:

- (a) shall report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFT 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 RFT Contact or the bidding system. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. ONTC shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT 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 RFT, such information will be communicated to all bidders by addenda posted in the bidding system. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders 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 and Clarify

When evaluating bids, ONTC may request further information from the bidder or third parties in order to verify or clarify the information provided in the bidder's bid. The response received by ONTC shall, if accepted by ONTC, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by ONTC and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting, on ONTC's website, of the outcome of the procurement process.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFT Contact and must be made within sixty (60) days of such notification. The RFT Contact will contact the bidder'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 bidder with concerns about the RFT process is required to attend a debriefing prior to proceeding with a protest.

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

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFT process, the bidder 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 bid that is not available to other bidders;
 - (ii) having been involved in the development of the RFT, including having provided advice or assistance in the development of the RFT;

- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFT;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFT process (including, but not limited to, the lobbying of decision-makers involved in the RFT process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT 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 bidder'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 bidder 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 RFT 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 bidder, rescind a notice of selection, or terminate a contract subsequently entered into if ONTC determines in its sole and absolute discretion that the bidder has engaged in any conduct prohibited by this RFT or has otherwise breached the terms of the RFT.

3.4.4 Prohibited Bidder Communications

Bidders 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 Bidder Not to Communicate with Media

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

3.4.6 No Lobbying

Bidders must not, in relation to this RFT 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 bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders 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 bids 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 RFT.

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 RFT either before or after the issuance of this RFT:

- (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 RFT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from ONTC; and
- (d) must be returned by the bidder to ONTC immediately upon the request of ONTC.

Each bidder 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 Bidder

A bidder should identify any information in its bid 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. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by ONTC to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of ONTC

ONTC reserves the right to:

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;
- (c) request written verification or clarification from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;
- (e) reject a bid that contains abnormally low or unbalanced pricing;
- (f) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (g) verify with any bidder or with a third party any information set out in a bid;
- (h) check references other than those provided by any bidder;

- (i) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a bidder other than the bidder whose bid reflects the lowest cost to ONTC;
- (k) cancel this RFT process at any stage;
- (l) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (m) accept any bid in whole or in part; or
- (n) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither ONTC nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this RFT process, including, but not limited to, costs of preparation of the bid, loss of profits, loss of opportunity, or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit, or loss of opportunity by reason of ONTC's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT 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 shall not be construed as intending to limit the pre-existing rights of ONTC; 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 RFT.

3.8 Power of Legislative Assembly

No provision of this RFT 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 – Equipment Purchase Form of Agreement, as attached to this Appendix A.

THIS EQUIPMENT PURCHASE AGREEMENT MADE EFFECTIVE XXX (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

and

XXX

("Supplier")

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

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

"Acceptance Date" means the date following inspection and testing of the Equipment by ONTC that ONTC advises the Supplier there are no observable Defects in the Equipment;

"Agreement" means this agreement and all attached schedules;

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

"Change Order" has the meaning set out in Section 12;

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

- (a) include: (i) all new information derived at any time from any such information whether created by ONTC, the Supplier or any third-party; (ii) all information (including Personal Information) that ONTC is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to ONTC or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of

confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law;

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

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

“Contract Price” has the meaning set out in Section 5;

“Defect” or “Defective” means non-conformity to the quantity, quality, specifications, and/or other requirements set out in the Agreement;

“Delivery Date” has the meaning set out in Section 14;

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

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

“Equipment” means all supplies, materials, equipment or other things required to be furnished or delivered as specified in Schedule A (Specifications) and Schedule B (Supplier’s Proposal);

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

“Force Majeure” means an event or a cause beyond the control of a party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, governmental embargo, or changes to any acts, orders, legislation, regulations, directives, or priorities of any government or other public authority; provided such event is not caused by the affected party’s negligence or failure to exercise reasonable diligence. A Force Majeure event or cause does not include an inability to pay or a lack of financial resources unless it is due to a failure of the province to approve the appropriation from the Consolidated Revenue Fund for the Equipment;

“Intellectual Property” means any improvement, invention or discovery, whether or not patented or patentable, any technical data, know-how or trade secret, any design, any

computer software or any work subject to copyright, whether or not such design or copyright is registered or registrable and all Intellectual Property rights contained, embedded or disclosed in the Equipment;

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

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

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

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

“Standard of Care” has the meaning set out in Section 8;

“Term” has the meaning set out in Section 6.

2. **Construing this Agreement.** This Agreement is to be construed and interpreted with all changes in number and gender as may be required by the context. The obligations of the parties contained in this Agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party. Time is of the essence of this Agreement, including if any extension of time is permitted.
3. **Precedence.** Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
 - (a) The body of this Agreement;
 - (b) Schedule A (Deliverables/Specifications for Equipment);
 - (c) Schedule B (Supplier’s Proposal); and
 - (d) Any other documents incorporated by reference in any of the foregoing.

PARTICULARS OF THIS AGREEMENT

4. **Description of the Equipment.** The Equipment to be provided under this Agreement are two forklifts as more particularly described in Schedule A (Specifications for Equipment) and Schedule B (Supplier’s Proposal).
5. **Contract Price.** ONTC shall pay the Supplier for the Equipment to be supplied under this Agreement, the following amounts: XXX excluding HST (the **“Contract Price”**).

6. **Duration of this Agreement.** This Agreement becomes effective on the Effective Date, and, unless terminated earlier in accordance with this agreement, lasts until final completion or expiry of the Supplier's obligations under this agreement.
7. **Contract Documents.** The contract documents consist of the following:
 - (a) This Agreement;
 - (b) Schedule A (Specifications for Equipment);
 - (c) Schedule B (Supplier's Proposal); and,
 - (d) Any other documents incorporated by reference in any of the foregoing (the "Contract Documents").

SUPPLY OF THE EQUIPMENT

8. **Standard of Care.** The Supplier shall:
 - (a) provide the Equipment in accordance with all Applicable Laws and the Contract Documents;
 - (b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing equipment of a similar nature to the Equipment;
 - (c) ensure any equipment used by the Supplier or by its Subcontractors at ONTC's premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties; and
 - (d) while being on ONTC's property, comply with ONTC's policies, including its Fit for Duty Policy, (collectively, the "**Standard of Care**").

The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care. The Supplier shall exercise such Standard of Care in respect of any products, personnel or procedures which it may provide to ONTC.

9. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Supplier's performance of its obligations under this Agreement. The performance evaluation of the Supplier for the supply of this Equipment will be used in the assessment of the Supplier's proposals in response to future procurements. The performance evaluation may also result in the Supplier being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.
10. **Obligations of the Supplier.** The Supplier shall:

- (a) provide the Equipment in compliance with all Applicable Laws;

- (b) obtain all permits required for the Equipment and provide them to ONTC upon request;
 - (c) ensure that it and its personnel have all certifications required to provide the provide the Equipment, keep such certifications in good standing, and provide evidence of the requisite certifications to ONTC upon request;
 - (d) avoid any Conflict of Interest during the performance of the contract; and
 - (e) disclose to ONTC any Conflict of Interest the Supplier has or potentially has that arises during the performance of the contract.
11. **Conflict of Interest.** If a potential or actual Conflict of Interest of the Supplier arises during the Supplier's provision of the Equipment,
- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
 - (b) ONTC has the right to prescribe the manner in which the Supplier should resolve the Conflict of Interest; and
 - (c) ONTC may terminate the Agreement immediately upon Notice to the Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, if the Supplier fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.
12. **Changes.** Changes of any kind to the design or specifications for the Equipment shall only be made by the Supplier, upon receipt of a written change order signed by an authorised member of each Party (each, a "**Change Order**"). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change and any agreed adjustment to the production schedule, whether an increase or reduction. A Change Order shall represent the full amount payable for all costs and any adjustment to the schedule associated with the change or changes for which it was issued. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorized in advance by ONTC by way of a Change Order.
13. **Environmental Obligations.** The Supplier shall comply with all Environmental Laws in the provision of the Equipment. If the Supplier fails to comply with Environmental Laws relating to the provision of the Equipment, the Supplier shall be solely responsible for all costs, claims, fines, fees or other expenses arising from the failure by the Supplier to comply with the Environmental Laws in the provision of the Equipment.
14. **Delivery and Acceptance.** The delivery date for the Equipment shall be on or before **March 31, 2026** (the "**Delivery Date**") which Delivery Date may only be changed by the written consent of ONTC. The Supplier shall be responsible for delivery of the Equipment to the locations specified by ONTC in Schedule A on or before the Delivery Date. The Supplier shall pay all costs incurred in connection with the shipping and delivery of the Equipment including all duties, excise taxes and brokerage fees.
15. **Inspection and Testing.** ONTC shall inspect and test the Equipment within 30 days of delivery. Within one business day following the inspection and testing, ONTC shall either accept the Equipment or advise the Supplier of any Defects discovered in the Equipment and may:

- (a) require the Supplier to remedy the Defect at ONTC's location within a specified number of days; or
 - (b) if the Defect is unable to be remedied at ONTC's location, require the Supplier to retrieve the Equipment and remedy the Defect at the Supplier's location within a specified number of days.
16. **Remediation of Defects.** Following the remediation of a Defect pursuant to section 15, ONTC shall re-inspect and test the Equipment to determine if the Defect has been remediated. If the Defect has not been remediated, the procedures in section 15 shall be repeated. When all the Defects have been remediated, ONTC shall accept the Equipment and advise the Supplier of such acceptance.
17. **Rejection of Equipment.** Notwithstanding sections 15 and 16, if, following inspection and testing, ONTC determines, in its sole discretion, that the Defects are unable to be remediated, ONTC may reject the Equipment and the Supplier shall retrieve the Equipment from ONTC's location at its sole expense and ONTC shall pursue its remedies under this Agreement and Applicable Laws.
18. **Training.** The Supplier shall provide ONTC employees with on-site or virtual training on the proper operation and maintenance of the Equipment, in a format and with the content agreed upon by the parties.
19. **Title and Risk.** Subject to any contrary intention in the Contract Documents, title to all Equipment and all risk of damage or loss thereof shall pass to ONTC on the Acceptance Date.
20. **Time of the Essence.** The parties agree that time is of the essence in this agreement and the Equipment must be delivered to ONTC by the Delivery Date.
21. **Damages for Delay.** The Supplier acknowledges that ONTC will suffer damages if the Equipment is not delivered to ONTC on or before the Delivery Date for reasons other than Force Majeure or if the Equipment has Defects that delay the Acceptance Date. The Supplier shall be responsible for all Losses suffered by ONTC as a result of failure to deliver on or before the Delivery Date or a delay in the Acceptance Date due to Defects. Notwithstanding any other provision of the Contract Documents, these Losses shall include, but not be limited to, the cost to ONTC, including the cost of internal resources, to obtain alternate equipment, any losses to ONTC due to a delay in obtaining alternate equipment, and any other incidental, consequential or other indirect damages.

INTELLECTUAL PROPERTY

22. **Intellectual Property Approvals.** The Supplier is responsible for obtaining all approvals and licenses with regard to any Intellectual Property rights associated with the Equipment.
23. **IP Indemnity.** The Supplier shall be liable for and fully indemnify and hold harmless ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Equipment and its use by ONTC, infringes any Intellectual Property rights. In the event that an injunction is obtained against ONTC's use of the Equipment because of patent or copyright infringement, in addition to any other remedy available to ONTC, the Supplier shall replace the Equipment to the satisfaction of ONTC so that it becomes non-infringing.

WARRANTY

24. **Warranty.** The warranty for the Equipment provided by the Supplier is described in Schedule B. If any of the provisions of the warranty are inconsistent with the provisions of this Agreement or with the Schedule A, the provisions of this Agreement or the Specifications, as the case may be, shall prevail.
25. **Right to Sell.** At the Delivery Date and for the duration of the warranty period, the Supplier warrants that it has the full right and legal authority to sell the Equipment to ONTC.
26. **OEM Warranties.** ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Equipment, equipment, machinery, tools and consumables incorporated in the Equipment and the Supplier shall assign all such warranties to ONTC on the same terms in which these warranties have been provided to the Supplier, to the extent such warranties permit assignment. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

DELIVERABLES

27. **Deliverables.** The Supplier shall, at the time of delivery of the Equipment, provide to ONTC, the following:
 - (a) Warranty information;
 - (b) Operation manual;
 - (c) Training materials; and,
 - (d) Maintenance kit.

PAYMENT FOR THE SERVICES

28. **Amounts Chargeable.** The Supplier may charge ONTC, for the provision of the Equipment amounts not greater than the Contract Price and any Change Orders.
29. **Payment.** ONTC shall pay the Supplier the Contract Price for the Equipment, less a ten percent holdback, on the Delivery Date. The holdback shall be released on the Acceptance Date, less any amounts owing to ONTC by the Supplier.
30. **Set-Off.** Whenever any amount is recoverable from or payable by the Supplier to ONTC pursuant to the Contract Documents, ONTC may deduct this amount from any amount due to the Supplier.
31. **Final Invoice.** As of the date of submission of the final invoice, the Supplier expressly waives and releases ONTC from any further claims against ONTC, related to the Contract Documents, except those claims stated in the final invoice and those claims made in writing prior to the date of submission of the Supplier's final invoice and still unsettled.

CONFIDENTIAL INFORMATION

32. **General Confidentiality Requirements.** The Supplier shall:

- (a) ensure that all Supplier Parties comply with all the provisions of this Agreement relating to Confidential Information and the Supplier shall be responsible for any failure by any Supplier Party to do so;
 - (b) use Confidential Information only for the purposes of providing the Equipment;
 - (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
 - (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Supplier.
33. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Supplier shall keep confidential all Confidential Information collected on behalf of ONTC or disclosed to it by ONTC and shall protect the Confidential Information disclosed to it by ONTC, in the same manner and to the same extent that it protects its own Confidential Information. This obligation shall survive the termination of this Agreement.
34. **Disclosing Confidential Information.** The Supplier may disclose Confidential Information if:
- (a) ONTC approves the disclosure in writing;
 - (b) the Supplier is required by law to disclose it, in which case it shall promptly notify ONTC to allow ONTC the opportunity to intervene to prevent the disclosure;
 - (c) the Confidential Information is generally and publicly available; or
 - (d) the Confidential Information was disclosed to the Supplier on a non-confidential basis from a source other than ONTC which the Supplier believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
 - (e) is developed by the Supplier independently of, or was known by the Supplier prior to, any disclosure of such information made by ONTC; or
 - (f) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards or in connection with any judicial or other proceeding relating to Supplier's Equipment to ONTC or this Agreement.
35. **FIPPA.** The Supplier specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Supplier. Where the Supplier is collecting Personal Information on behalf of ONTC, the Supplier must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
36. **Breach of Confidentiality.** The Supplier acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information or an unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Supplier

breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Supplier, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which ONTC may have under this Agreement or otherwise in law or in equity. This section shall continue to bind the Supplier after the expiry or termination of this Agreement.

INDEMNITY AND LIMITATION OF LIABILITY

37. **General Indemnity.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or Supplier Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.
38. **Specific Indemnities.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses incurred by ONTC arising from:
- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Supplier Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Supplier Parties under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
 - (b) any health, medical disability or similar claims which the Supplier or Supplier Parties may have during or after the term of this Agreement;
 - (c) any claim by any third party against ONTC alleging that the Equipment and its use by ONTC infringes any Intellectual Property rights;
 - (d) any claim against ONTC arising from the failure of the Supplier to protect the confidentiality of Confidential Information; and
 - (e) safety infractions committed by the Supplier under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
39. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person while providing the Equipment and for any damage caused to ONTC's physical property by an act or omission of the Supplier or a Supplier Party.
40. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the provision of the Equipment unless caused by the negligent act or omission of ONTC or ONTC Parties.

41. **Waiver.** The Supplier waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Supplier or Supplier Parties and for any loss or damage of the Supplier unless caused by the negligent act or omission of ONTC or ONTC Parties.
42. **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 Agreement (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a party has been advised of the possibility of such damages; and,
 - (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.
43. **Survival.** The sections in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

INSURANCE

44. The Supplier shall obtain, and for as long as this Agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence, satisfactory to ONTC, of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario, bearing original signatures of authorized insurance representatives and satisfactory to ONTC:
- (a) Commercial General Liability Insurance to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence, including "Ontario Northland Transportation Commission" as an additional insured, with no limitations on or exclusions from coverage arising from working on or around railway property, covering bodily injury, personal injury, death and damage to property, including loss of use of such property, containing cross liability coverage and preclude subrogation claims by the insurer against ONTC and endorsed to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage.
45. The Supplier shall ensure that all the insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Supplier shall not do or omit to do anything which would impair or invalidate the insurance policies.

FORCE MAJEURE

46. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required by that party to fulfil such obligation, provided that any such inability, delay or

restriction does not relate to any extent to any act or omission by that party. No extension of time will be given unless the party seeking the extension submits to the other party within five business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a Notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.

TERMINATION

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

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

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

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

49. If this Agreement is terminated early for any reason other than those described in section 47 (a) or (d), then:

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

ASSET INFORMATION REQUIREMENTS

50. **Asset Information Requirements.** With respect to the asset or assets supplied by the Supplier under this Agreement, the Supplier must, if requested, provide to ONTC:
- (a) upon agreement execution, an asset handover plan which outlines the details of the Supplier's asset handover activities throughout the Term of the Agreement, and which meets ONTC's asset handover requirements;
 - (b) within thirty (30) days of receiving it, a completed Asset Information Requirements form ("AIR Form") in MS Excel format which sets out the digital asset information, electronic documents, and master data required by ONTC (which will vary by asset class);
 - (c) prior to issuing the Handover Certificate in subsection (d), the documentation, manuals and other information as set out in the Asset Handover Plan and/or AIR Form (which may include without limitation Warranty, OEM maintenance requirements, as-built drawing files and manuals and maintenance guides); and
 - (d) prior to delivering the asset, a Handover Certificate which confirms that the asset is ready to be delivered, fit for service, and complies with the Agreement requirements, and which lists all data, information and documents being provided by the Supplier.

The Supplier may also provide to ONTC:

- (a) internet-based tool / repositories for warranty, training, servicing and parts including preparation and transmittal of the information required in the AIR Form;
- (b) access to training, education and reference libraries that are robust, secure and value-added (any fees or licensing for such systems must be as agreed to in advance by the Parties); and
- (c) access to internet resources for the purpose of administering warranty, parts, or equipment

Communications

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

Other warranties

52. **Anti-Corruption.** The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation,

the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Supplier.

53. **Bribery.** The Supplier warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Supplier becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Supplier shall report the incident to ONTC immediately.
54. **Forced Labour.** The Supplier warrants that it is unaware of any forced labour or child labour being used at any step of the production of goods produced or services purchased or distributed by it in Canada or elsewhere or for the production of goods or services imported by the Supplier. The Supplier warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Supplier shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023 c.9.
55. **Sanctions.** In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette, Part II. It is the only text which is authoritative. The Supplier shall comply with any such regulations that are in force on the effective date of the Agreement and will require such compliance by its first-tier subcontractors.
56. **Reliance.** ONTC relies on the warranties from the Supplier in sections 52 to 55 in entering into the Agreement, and any breach of such undertaking shall entitle ONTC to terminate the Agreement for default and to recover damages from the Supplier, including excess re-procurement costs.

GENERAL

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

To ONTC at:
Ontario Northland Transportation Commission
555 Oak Street
North Bay ON P1B 8L3
Attention:

T:
E:

And to:

Legal Services & Corporate Governance

Legal@ontarionorthland.ca

To the Supplier at:

Attention:

T:
E:

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

59. **No Waiver.** No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.
60. **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.
61. **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.
62. **Severability.** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Supplier as though such section or part or parts thereof had never been included in this Agreement.
63. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
64. **Survival.** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

65. **Electronic Signatures, Electronic Delivery, and Counterparts.** This Agreement may be executed with electronic signatures and delivered by electronic transmission and the Parties may rely upon all such signatures as though they were original signatures. This Agreement may be executed in counterpart and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[SIGNATURE PAGE FOLLOWS]

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

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____

Name: XXX

Title: XXX

Date: _____

I have authority to bind the Corporation.

XXX

Per: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Corporation.

Schedule "A"

Specifications for Equipment

Schedule B

Supplier's Proposal

APPENDIX B – RFT PARTICULARS

A. DELIVERABLES

Ontario Northland Transportation Commission (ONTC) is a transportation agency of the Province of Ontario. ONTC's services are offered throughout northeastern Ontario and include rail freight, passenger rail, motor coach transportation, and rail repair and remanufacturing services.

ONTC employs over 1000 employees including Locomotive Engineers, Motor Coach Operators, skilled tradespeople and business professionals.

ONTC is inviting Respondents to submit a quotation for the purchase of following Forklifts -

- Item No. 01 – One (1) New Propane or Dual Fuel Pneumatic Tire Forklift; and,
- Item No. 02 – One (1) New Diesel-Powered Pneumatic Tire Forklift

Please note that ONTC will evaluate each Forklift individually. Proponents may submit a bid for either one or both forklifts. However, if bidding on both, proponents must submit separate proposals, with each proposal outlining the required information for its respective forklift.

Please refer to the below Specifications for Forklift –

Specifications

- Item No. 01 – One (1) Propane or Dual Fuel Pneumatic Tire Forklift

Specification	Requirement
General Requirements	Sit-down rider forklift, 6,000 lbs capacity at 24-inch load center
Power Type	LPG, or Dual Fuel
Engine	4-cylinder, minimum 2.4L displacement
Transmission	Electronic power shift with inching and shift control
Travel Speed	Minimum 11.8 mph unloaded
Lift Speed	Minimum 104 ft/min rated load
Drawbar Pull	Minimum 4,497 lbs rated load
Gradeability	Minimum 25% rated load
Lift Height (TOF)	Minimum 126 inches
Forks	Minimum 2.0 x 4.9 x 42 inches
Fork Spread	Minimum 43.3 inches outside dimensions
Mast Tilt	6° forward / 6° backward
Turning Radius	Minimum 89.6 inches
Wheelbase	Minimum 63.9 inches
Ground Clearance	Minimum 6.2 inches
Brakes	Foot-operated hydraulic service brake, hand-operated mechanical parking brake
Tires	Pneumatic - Front: 28 x 9 - 15, Rear: 6.50 x 10
Hydraulic Tank Capacity	Minimum 12.1 gallons
Hydraulic Pressure Relief	2250 PSI
Overhead Guard Height	Minimum 86 inches
Steering	Hydrostatic power steering

Controls	Cowl-mounted hydraulic levers or electro-hydraulic controls
Display	Integrated dashboard with LCD and indicator lights
Safety Features	Operator restraint system, anti-clog radiator, high air intake
Warranty	12 months / 2,000 hours general, 36 months / 6,000 hours powertrain
Additional Equipment (to be included in pricing)	
Forklift Operations training and instructions on proper scheduled maintenance to be delivered to employees by successful bidder.	
Sound Level	
As defined by the Canada Labour Code - Part II, the sound level shall not exceed 87 dBA at the operator's ear when the forklift in operation.	
Documentation	
Three (2) complete sets of operating and maintenance manuals and 1 electronic version of manuals shall be shipped with the equipment.	
The operating and maintenance manuals shall give a complete description of the operation and maintenance of the equipment, maintenance schedules and procedures, overhaul procedures, schematic diagrams, part lists, and a listing of recommended spare parts.	
Approvals and Warranty	
The forklift shall be tested under rated load at the factory prior to shipment.	
Warranty details must be specified in your quotation. The forklift must be warranted for a minimum of one (1) year parts and labor.	
The successful bidder agrees to correct, without charge to the ONTC for labour, material, shipping costs, travel, or living expenses, all defects which occur within the warranty period which have not been caused by negligence in operation or maintenance by the ONTC.	
The forklift shall be manufactured to meet or exceed all applicable standards.	
The forklift shall meet all requirements of Human Resources Development Canada and the Canada Labour Code - Part II. The Canada Labour Code - Part II is available on the internet at the following address: http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/	

- Item No. 02 – One (1) New Diesel-Powered Pneumatic Tire Forklift

8,000 LB @ 24" Load Centre @ 15'.

Specifications
Intent
These specifications are intended to outline the <u>minimum</u> requirements for the supply of one new 8,000lb @ 24" Load Centre @ 15'. delivered to the North Bay Shops located at 915 McIntyre Street, North Bay, ON. It is intended to specify necessary features and to set operating conditions, but not to unduly limit the vendor's design, nor his responsibility, to furnish a complete and satisfactory product in both materials and workmanship.
The forklift will be operated year-round in both an indoor and outdoor environment with temperature variations from -40 degrees C to +40 degrees C. The serviceability of this forklift under these conditions shall be considered in your proposal
Required Features
Physical Dimensions

Physical Dimensions. No wider than 63".
Include with your proposal sufficient information to adequately describe the size and dimensions of the forklift, turning radius, and right-angle stack aisle dimensions.
Capacity
Minimum gross rated capacity of 8,000 LB @ 24" Load Centre @ 15'.
Upright, Carriage, and Forks
Full free lift (60" minimum TOF) three stage high visibility upright (mast), maximum fork height (TOF) of 360" minimum: State Free Lift (TOF): State Max. Fork Height (TOF):
Side shifter carriage.
Standard 48" long pallets forks with 48" high load backrest, high visibility.
Fork tilt degree 9 deg. Forward and 12 deg. back
At maximum fork height, state capacity at 24" load centre with side shifter carriage (shall be a minimum of 8,000 LB):
The forklift shall be equipped with an ITA class or castellated style carriage.
Fully enclosed with interior heat control
Drive and Steer Axles
Four wheel drive (mandatory)
Full floating drive axle design
Power assisted, hydraulically actuated, fully enclosed service brakes with a trouble free design, outboard mounted for easy servicing.
Independent mechanically operated parking brake system.
Full hydrostatic power steering utilizing an axle beam with integral double acting steer cylinders
Engine
Heavy duty, industrial, diesel-powered engine tear 4 or higher, liquid cooled, complete with cold start options.
Positive pressure lubrication.
Electric block heater. (mandatory).
High efficiency replaceable element dry type engine air cleaner, complete with pre-cleaner and service indicator
Full flow spin-on cartridge oil filter
High capacity radiator with coolant recovery system
Electronic ignition, high output alternator, heavy duty maintenance free battery, dust proof starter, and key ignition system incorporating neutral start and anti-restart features.
Easy ground level access to engine compartment for quick routine service.
Transmission/Transaxle
Power reversing full synchromesh torque converter transmission designed for maximum reliability under severe operating conditions.
Full flow spin-on cartridge oil filter.
High capacity transmission oil cooler.
Hydraulics
Hydraulic lift/lower, lateral and tilt functions.
Gear type engine driven hydraulic pump.
Full flow spin-on cartridge oil filter.
Safety controls incorporated into the lift cylinders to protect against rapid carriage descent in the event of hydraulic system failure.

Operator required on seat to operate hydraulics.
Tires
Heavy duty pneumatic drive and steer tires suitable for maximum traction on snow and ice
Operator and Safety Equipment
Parking brake.
High visibility operator overhead guard.
Mounted fire extinguisher
Audible backup alarm.
Dual front headlights mounted on operator's overhead guard.
Running lights, signal lights and backup lights.
Flashing amber strobe light mounted no higher than overhead guard.
Electric horn.
Ergonomically designed operator station complete with clean uncluttered floorboard area, skid resistant floor plates and steps, and entry/exit grab bars.
Side deck mounted hydraulic controls.
Fully adjustable air ride suspension seat system providing protection in the event of a lateral overturn, including lateral restraints, retractable seat belts, and latching seat deck.
Instrumentation
Complete instrumentation package with the following indicators as a minimum requirement: • Coolant Temperature • Transmission Oil Temperature • Engine Oil Pressure • Battery Charging (if applicable) • Engine Hour meter • Fuel Gauge • Speedometer
Additional Equipment (to be included in pricing)
Forklift Operations training and instructions on proper scheduled maintenance to be delivered to employees by successful bidder.
Sound Level
As defined by the Canada Labour Code - Part II, the sound level shall not exceed 87 dBA at the operator's ear when the forklift in operation.
Documentation
Three (2) complete sets of operating and maintenance manuals and 1 electronic version of manuals shall be shipped with the equipment.
The operating and maintenance manuals shall give a complete description of the operation and maintenance of the equipment, maintenance schedules and procedures, overhaul procedures, schematic diagrams, part lists, and a listing of recommended spare parts.
Approvals and Warranty
The forklift shall be tested under rated load at the factory prior to shipment.
Warranty details must be specified in your quotation. The forklift must be warranted for a minimum of one (1) year parts and labor.
The successful bidder agrees to correct, without charge to the ONTC for labour, material, shipping costs, travel, or living expenses, all defects which occur within the warranty period which have not been caused by negligence in operation or maintenance by the ONTC.
The forklift shall be manufactured to meet or exceed all applicable standards.
The forklift shall meet all requirements of Human Resources Development Canada and the Canada Labour Code - Part II.
The Canada Labour Code - Part II is available on the internet at the following address:

[Http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/](http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/)

Serviceability

Dealer service center location must be near to North Bay and surrounding cities

Roadside dealer supported service technician should be made available

Parts guaranteed available within 30 days

DELIVERY

- ONTC would like the Item No. 01 – One (1) New Propane or Dual Fuel Pneumatic Tire Forklift to be delivered to Cochrane, ON no later than March 31, 2026.
- ONTC would like the Item No. 02 - One (1) New Diesel Powered Pneumatic Tire Forklift to be delivered to North Bay, ON no later than March 31, 2026.

Respondents who cannot deliver the above mentioned two (2) Forklifts by their respective delivery dates may be disqualified.

PRICING, FEES, DISCOUNTS AND REBATES

All prices quoted should include any and all discounts and rebates.

Prices shall be quoted in Canadian Dollars.

The Bid Price is to include all fees, costs, and delivery expense.

B. MATERIAL DISCLOSURES

1. Examination of Site

Proponents are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their proposals.

2. Contractor Health and Safety

The successful proponent must be familiar and comply with the Occupational Health and Safety Act (OHSA) and ONTC's Policies.

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 and provide their Health and Safety Policy.

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 RFT. 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: Qualitative Proposal	55	27.5
1.1	Company Profile	05	
1.2	Schedule	10	
1.3	Specifications	15	
1.4	Warranty	05	
1.5	Experience and Qualifications	10	
1.6	Serviceability	10	
2.0	Building Ontario Business Initiative	10	n/a
	Total	60	
50% Minimum Threshold to be obtained in Category 1 (27.5/55) to Proceed to Stage 2 – Pricing Proposal. Proposals which do not meet this minimum threshold may not be considered further.			
2. PRICING PROPOSAL			
	Pricing	50	n/a

	Total Points	110	n/a
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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.**

Please note that ONTC will evaluate each Forklift individually.

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Qualitative Proposal
1.1	Proponents shall provide a Company Profile, <i>(including Subcontractors, if any)</i>, indicating the length of time (number of years) the company has been providing similar services. Include company history, office location(s), corporate operating philosophy and description of the specific services offered and specialties. Proponents shall also demonstrate a minimum of five (5) years' experience in related work with a proven track record of successfully delivering construction projects. Proponents shall include a company profile for any and all Subcontractors being used for the completion of the project.
1.2	Full points will be awarded to vendors who can deliver the equipment by the following dates. Provide a detailed written narrative on how you will ensure successful delivery within the given timeframe. Respondents shall provide the firm date and not a range or estimate of weeks. If a range or estimate is provided, ONTC will base the evaluation on the last date provided. The delivery date for the equipment must be before the deadlines provided in this RFT, failing which the Respondent's proposal may be

	disqualified. Proponents are required to specify the delivery date for the Forklift included in their proposal. ONTC will use the following points to calculate the score as each Forklift will be evaluated individually. - Item No. 01 – One (1) New Propane or Dual Fuel Pneumatic Tire Forklift by <u>March 31, 2026</u> – 10 Points - Item No. 02 – One (1) New Diesel Powered Pneumatic Tire Forklift by <u>March 31, 2026</u> – 10 Points Vendors who cannot deliver by these respective dates will receive zero.
1.3	ONTC will assign 15 points to proponents who meet the requirements of ONTC for <u>each Forklift</u>. 5 points will be deducted for Respondents whose specifications are not precisely what ONTC requested but still meet general requirements. - Item No. 01 – One (1) New Propane or Dual Fuel Pneumatic Tire Forklift – 15 Points - Item No. 02 – One (1) New Diesel Powered Pneumatic Tire Forklift – 15 Points Proponents who cannot meet ONTC's general requirements will receive zero. Proponents are required to fill <u>Appendix E – Specifications</u> in order to receive points for this section.
1.4	Warranty – Minimum One (1) Year and Post Delivery Support Full points will be awarded to vendors who provides minimum one (1) year warranty on engine, transmission and hydraulics for <u>each Forklift</u>. Proponents must provide proof of warranty and a detailed written narrative for this section. - Item No. 01 – One (1) Propane or Dual Fuel Pneumatic Tire Forklift – 05 Points - Item No. 02 – One (1) New Diesel Powered Pneumatic Tire Forklift – 05 Points Vendors who cannot meet this minimum warranty period will receive zero (0).
1.5	ONTC will use the following points to calculate the score as each Forklift will be evaluated individually. Item No. 01 – One (1) New Propane or Dual Fuel Pneumatic Tire Forklift

	– 10 Points - Item No. 02 – One (1) New Diesel Powered Pneumatic Tire Forklift – 10 Points The Sub-Category of the scores are below – - Provide a detailed description of the forklift model(s) being proposed and an overview of your experience in supplying similar equipment. – 2.5 Points - Describe your ability to deliver consistent and reliable post-delivery support. Include details about the structure of your support team, the resources available, and your track record in resolving client issues. Describe your response times, and the process of addressing escalations. – 5 Points - Provide a detailed description of the training programs you offer for client teams. Include the format of the training, the duration, and the content of training. Specify whether the training includes hands-on sessions, user guides, or an access to an online knowledge base. Additionally, explain how your training ensures ONTC employees are fully equipped to operate and maintain the equipment effectively – 2.5 Points
1.6	For each of the Forklift, proponents shall provide a written detailed narrative on each of the following: - Dealer service center location must be near to the delivery location and surrounding cities - Roadside dealer supported service technician should be made available - Parts guaranteed available within 30 days
2.0	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.

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 **50 points** of the total score.

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

- (a) Proponents should submit their pricing information by completing the attached pricing form at Appendix D and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) 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. Bidder Information

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

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

List of Sub-Contractors

In the spaces provided below, please list those subcontractors you intend to use:

☐ By checking this box, I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Item	Organization	Contact Name	E-mail	Phone
1				
2				
3				
4				
5				

2. 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.

3. 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.

"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.

4. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions, and provisions of the RFT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

5. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

6. Addenda

The bidder is deemed to have read and accepted all addenda issued by ONTC prior to the Deadline for Issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

7. Communication with Competitors

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

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

- (a) it has prepared its bid 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 bid; or
 - (v) the submission of a bid which does not meet the mandatory technical requirements or specifications of the RFT; and
- (b) it has not disclosed details of its bid to any competitor and it will not disclose details of its bid to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

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

8. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

9. Conflict of Interest

The bidder must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFT. 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 bid; **AND** (b) were employees of ONTC within twelve (12) months prior to the Submission Deadline.

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

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

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

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

10. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, 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 bidder hereby consents to the disclosure, on a confidential basis, of this bid by ONTC to the advisers retained by ONTC to advise or assist with the RFT process, including with respect to the evaluation of this bid.

11. Bid Irrevocable

The bidder agrees that its bid shall be irrevocable for the Irrevocability Period specified in the RFT, running from the moment the Submission Deadline has passed.

12. Execution of Agreement

The bidder agrees that in the event its bid is selected by ONTC, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFT in accordance with the terms of this RFT.

13. Travel

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the bidder 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 Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX D – SCHEDULE OF PRICES

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

APPENDIX E – ACKNOWLEDGEMENT TO COMPLY WITH SPECIFICATIONS

Proponents acknowledge that they can comply with Appendix B – RFT Particulars – Specifications.

(Check one) YES _____; NO _____

Proponents must complete the Chart below and shall include as an attachment to this Appendix E supporting documentation and information to support the specifications required.

Proponents must meet all of the minimum specifications/requirements identified in Appendix B – RFT Particulars – 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.

If the proponent finds any discrepancy, errors or omissions in the specifications, it shall be their duty to inform ONTC and ONTC shall promptly verify same.

Proponents shall indicate with a checkmark whether the Forklift being proposed complies with the specification. If the Forklift being proposed contain specifications that fall within the “Other” category, proponents shall indicate this with a checkmark in that column.

Proponents shall use the “Details” column to provide additional information that will assist the evaluation team in assessing the suitability of the Forklift. In particular, if the Proponent selects “Other” for any item, they shall provide specific details. Proponents may include attachments when insufficient space is available.

Specifications

- Item No. 01 – One (1) Propane or Dual Fuel Pneumatic Tire Forklift

Specification	Requirement	Comply	Other	Details
General Requirements	Sit-down rider forklift, 6,000 lbs capacity at 24-inch load center			
Power Type	LPG, or Dual Fuel			
Engine	4-cylinder, minimum 2.4L displacement			
Transmission	Electronic power shift with inching and shift control			
Travel Speed	Minimum 11.8 mph unloaded			
Lift Speed	Minimum 104 ft/min rated load			
Drawbar Pull	Minimum 4,497 lbs rated load			
Gradeability	Minimum 25% rated load			
Lift Height (TOF)	Minimum 126 inches			

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Purchase of Two (2) Forklifts

Forks	Minimum 2.0 x 4.9 x 42 inches			
Fork Spread	Minimum 43.3 inches outside dimensions			
Mast Tilt	6° forward / 6° backward			
Turning Radius	Minimum 89.6 inches			
Wheelbase	Minimum 63.9 inches			
Ground Clearance	Minimum 6.2 inches			
Brakes	Foot-operated hydraulic service brake, hand-operated mechanical parking brake			
Tires	Pneumatic - Front: 28 x 9 - 15, Rear: 6.50 x 10			
Hydraulic Tank Capacity	Minimum 12.1 gallons			
Hydraulic Pressure Relief	2250 PSI			
Overhead Guard Height	Minimum 86 inches			
Steering	Hydrostatic power steering			
Controls	Cowl-mounted hydraulic levers or electro-hydraulic controls			
Display	Integrated dashboard with LCD and indicator lights			
Safety Features	Operator restraint system, anti-clog radiator, high air intake			
Warranty	12 months / 2,000 hours general, 36 months / 6,000 hours powertrain			
Additional Equipment (to be included in pricing)				
Forklift Operations training and instructions on proper scheduled maintenance to be delivered to employees by successful bidder.				
Sound Level				
As defined by the Canada Labour Code - Part II, the sound level shall not exceed 87 dBA at the operator's ear when the forklift in operation.				
Documentation				
Three (2) complete sets of operating and maintenance manuals and 1 electronic version of manuals shall be shipped with the equipment.				

The operating and maintenance manuals shall give a complete description of the operation and maintenance of the equipment, maintenance schedules and procedures, overhaul procedures, schematic diagrams, part lists, and a listing of recommended spare parts.			
Approvals and Warranty			
The forklift shall be tested under rated load at the factory prior to shipment.			
Warranty details must be specified in your quotation. The forklift must be warranted for a minimum of one (1) year parts and labor.			
The successful bidder agrees to correct, without charge to the ONTC for labour, material, shipping costs, travel, or living expenses, all defects which occur within the warranty period which have not been caused by negligence in operation or maintenance by the ONTC.			
The forklift shall be manufactured to meet or exceed all applicable standards.			
The forklift shall meet all requirements of Human Resources Development Canada and the Canada Labour Code - Part II. The Canada Labour Code - Part II is available on the internet at the following address: http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/			

- Item No. 02 – One (1) New Diesel-Powered Pneumatic Tire Forklift

8,000 LB @ 24" Load Centre @ 15'.

Specifications	Comply	Other	Details
Intent			
These specifications are intended to outline the <u>minimum</u> requirements for the supply of one new 8,000lb @ 24" Load Centre @ 15'. delivered to the North Bay Shops located at 915 McIntyre Street, North Bay, ON. It is intended to specify necessary features and to set operating conditions, but not to unduly limit the vendor's design, nor his responsibility, to furnish a complete and satisfactory product in both materials and workmanship.			
The forklift will be operated year-round in both an indoor and outdoor environment with temperature variations from -40 degrees C to +40 degrees C. The serviceability of this forklift under these conditions shall be considered in your proposal			
Required Features			
Physical Dimensions			
Physical Dimensions. No wider than 63".			

Include with your proposal sufficient information to adequately describe the size and dimensions of the forklift, turning radius, and right-angle stack aisle dimensions.			
Capacity			
Minimum gross rated capacity of 8,000 LB @ 24" Load Centre @ 15'.			
Upright, Carriage, and Forks			
Full free lift (60" minimum TOF) three stage high visibility upright (mast), maximum fork height (TOF) of 360" minimum: State Free Lift (TOF): State Max. Fork Height (TOF):			
Side shifter carriage.			
Standard 48" long pallets forks with 48" high load backrest, high visibility.			
Fork tilt degree 9 deg. Forward and 12 deg. back			
At maximum fork height, state capacity at 24" load centre with side shifter carriage (shall be a minimum of 8,000 LB):			
The forklift shall be equipped with an ITA class or castellated style carriage.			
Fully enclosed with interior heat control			
Drive and Steer Axles			
Four wheel drive (mandatory)			
Full floating drive axle design			
Power assisted, hydraulically actuated, fully enclosed service brakes with a trouble free design, outboard mounted for easy servicing.			
Independent mechanically operated parking brake system.			
Full hydrostatic power steering utilizing an axle beam with integral double acting steer cylinders			
Engine			
Heavy duty, industrial, diesel-powered engine tear 4 or higher, liquid cooled, complete with cold start options.			
Positive pressure lubrication.			
Electric block heater. (mandatory).			
High efficiency replaceable element dry type engine air cleaner, complete with pre-cleaner and service indicator			
Full flow spin-on cartridge oil filter			
High capacity radiator with coolant recovery system			
Electronic ignition, high output alternator, heavy duty maintenance free battery, dust proof starter, and key ignition system incorporating neutral start and anti-restart features.			

Easy ground level access to engine compartment for quick routine service.			
Transmission/Transaxle			
Power reversing full synchromesh torque converter transmission designed for maximum reliability under severe operating conditions.			
Full flow spin-on cartridge oil filter.			
High capacity transmission oil cooler.			
Hydraulics			
Hydraulic lift/lower, lateral and tilt functions.			
Gear type engine driven hydraulic pump.			
Full flow spin-on cartridge oil filter.			
Safety controls incorporated into the lift cylinders to protect against rapid carriage descent in the event of hydraulic system failure.			
Operator required on seat to operate hydraulics.			
Tires			
Heavy duty pneumatic drive and steer tires suitable for maximum traction on snow and ice			
Operator and Safety Equipment			
Parking brake.			
High visibility operator overhead guard.			
Mounted fire extinguisher			
Audible backup alarm.			
Dual front headlights mounted on operator's overhead guard.			
Running lights, signal lights and backup lights.			
Flashing amber strobe light mounted no higher than overhead guard.			
Electric horn.			
Ergonomically designed operator station complete with clean uncluttered floorboard area, skid resistant floor plates and steps, and entry/exit grab bars.			
Side deck mounted hydraulic controls.			
Fully adjustable air ride suspension seat system providing protection in the event of a lateral overturn, including lateral restraints, retractable seat belts, and latching seat deck.			
Instrumentation			
Complete instrumentation package with the following indicators as a minimum requirement: • Coolant Temperature • Transmission Oil Temperature • Engine Oil Pressure • Battery Charging (if applicable) • Engine Hour meter • Fuel Gauge • Speedometer			

Additional Equipment (to be included in pricing)			
Forklift Operations training and instructions on proper scheduled maintenance to be delivered to employees by successful bidder.			
Sound Level			
As defined by the Canada Labour Code - Part II, the sound level shall not exceed 87 dBA at the operator's ear when the forklift in operation.			
Documentation			
Three (2) complete sets of operating and maintenance manuals and 1 electronic version of manuals shall be shipped with the equipment.			
The operating and maintenance manuals shall give a complete description of the operation and maintenance of the equipment, maintenance schedules and procedures, overhaul procedures, schematic diagrams, part lists, and a listing of recommended spare parts.			
Approvals and Warranty			
The forklift shall be tested under rated load at the factory prior to shipment.			
Warranty details must be specified in your quotation. The forklift must be warranted for a minimum of one (1) year parts and labor.			
The successful bidder agrees to correct, without charge to the ONTC for labour, material, shipping costs, travel, or living expenses, all defects which occur within the warranty period which have not been caused by negligence in operation or maintenance by the ONTC.			
The forklift shall be manufactured to meet or exceed all applicable standards.			
The forklift shall meet all requirements of Human Resources Development Canada and the Canada Labour Code - Part II. The Canada Labour Code - Part II is available on the internet at the following address: http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/			
Serviceability			
Dealer service center location must be near to North Bay and surrounding cities			
Roadside dealer supported service technician should be made available			
Parts guaranteed available within 30 days			

APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL

Bidders shall review the attached Health and Safety Policy Statement and Contractor/Subcontractor Health and Safety Policy.

Bidders shall include the attached Contractor Health and Safety Responsibility Agreement and the attached Contractor Safety Pre-Qualification Form and associated supporting documents 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)
