



**Request for Quotations**  
**for**  
**Commercial Cleaning Services - Cochrane Bunkhouse**

Request for Quotations No.: **RFQ 2025 124**

Issued: **Monday, December 29, 2025**

Submission Deadline: **Friday, January 16, 2026 at 2:00:00 PM EST**

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## TABLE OF CONTENTS

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<b>PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS .....</b>	<b>4</b>
1.1 Invitation to Respondents .....	4
1.2 RFQ Contact .....	5
1.3 Accommodations for Respondents with Disabilities .....	5
1.4 French Language Services.....	5
1.5 Contract for Deliverables .....	5
1.6 RFQ Timetable.....	6
1.7 Submission Instructions.....	6
<b>PART 2 - EVALUATION AND AWARD.....</b>	<b>8</b>
2.1 Stages of Evaluation.....	8
2.2 Stage I - Mandatory Submission Requirements.....	8
2.3 Stage II - Evaluation .....	8
2.4 Stage III - Pricing.....	8
2.5 Selection of Top-Ranked Respondent .....	9
2.6 Notice to Respondent and Execution of Agreement.....	9
2.7 Failure to Enter into Agreement.....	9
<b>PART 3 - TERMS AND CONDITIONS OF THE RFQ PROCESS .....</b>	<b>10</b>
3.1 General Information and Instructions.....	10
3.2 Communication after Issuance of RFQ.....	11
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	12
3.5 Confidential Information.....	14
3.6 Procurement Process Non-Binding.....	15
3.7 Governing Law and Interpretation.....	15
3.8 Power of Legislative Assembly .....	16
<b>APPENDIX A - FORM OF AGREEMENT .....</b>	<b>17</b>
<b>APPENDIX B - RFQ PARTICULARS .....</b>	<b>40</b>
A.THE DELIVERABLES .....	40
B.MATERIAL DISCLOSURES.....	41
C.MANDATORY SUBMISSION REQUIREMENTS .....	41
D.MANDATORY TECHNICAL REQUIREMENTS.....	42
E.PRE-CONDITIONS OF AWARD .....	42
F.EVALUATION CRITERIA .....	42
G.PRICE EVALUATION METHOD.....	44
<b>APPENDIX C - SUBMISSION FORM .....</b>	<b>45</b>
<b>APPENDIX D - SCHEDULE OF PRICES.....</b>	<b>50</b>

<b>APPENDIX E - NON-MANDATORY SITE VISIT.....</b>	<b>51</b>
A.Site Visit Registration Form.....	51
B.Release of Liability Form.....	52
<b>APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL.....</b>	<b>53</b>
A.Health and Safety Policy.....	53
B.Contractor Health and Safety Responsibility Agreement.....	54
<b>APPENDIX G - POLICIES AND PROCEDURES.....</b>	<b>55</b>

## **PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Respondents**

#### **1.1.1 Invitation**

This Request for Quotations (the “RFQ”) is an invitation by ONTC Transportation Commission (“ONTC”) to prospective respondents to submit quotations for **RFQ 2025 124 - Commercial Cleaning Services - Cochrane Bunkhouse**, as further described in Section A of the RFQ 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 requires full Janitorial Services for the Cochrane Bunkhouse, located at 147 2<sup>nd</sup> Street, Cochrane, ON, in order to maintain and upkeep the requirements for proper property hygiene. The contractor will follow all safety measures provided in ONTC Standard Operating Procedures.

#### **1.1.2 Respondent Must Be Single Entity**

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

### **1.1.3 Bidding System Registration**

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

## **1.2 RFQ Contact**

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

Nicole Laplante  
Procurement Contracts Specialist  
555 Oak Street East  
North Bay, ON P1B 8L3

Telephone: 705-472-4500 x588  
Email: [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca)

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of ONTC, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's quotation.

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

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

## **1.5 Contract for Deliverables**

### **1.5.1 Type of Contract**

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

### **1.5.2 Term of Contract**

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

## **1.6 RFQ Timetable**

### **1.6.1 Key Dates**

Issue Date of RFQ	Monday, December 29, 2025
Site Visit / Pre-Bid Meeting	Wednesday, January 7, 2026 at 1:00 PM EST
Deadline for Questions	Monday, January 12, 2026 at 2:00PM EST
Deadline for Issuing Addenda	Wednesday, January 14, 2026 at 2:00 PM EST
Submission Deadline	Friday, January 16, 2026 at 2:00:00 PM EST
Anticipated Execution of Agreement	Thursday, February 19, 2026
Irrevocability Period	Ninety (90) calendar days

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

### **1.6.2 Site Visit / Pre-Bid Meeting (if applicable)**

A Non-Mandatory Site Visit will be held on Wednesday, January 7, 2026 at 1:00 p.m. at the Cochrane Bunkhouse, located at 147 2<sup>nd</sup> Street, Cochrane, ON. Respondents are required to complete the Site Visit Registration Form at Appendix E and return to Nicole Laplante no later than 4:00:00 p.m. on Tuesday, January 6, 2026.

## **1.7 Submission Instructions**

### **1.7.1 Submission of Quotations**

Quotations must be submitted electronically through the bidding system at:

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

Submissions by other methods will not be accepted.

The Technical Proposal shall be uploaded into the bidding system, in PDF format, as one (1) document, 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.

**In the event of any technical issues, respondents should contact the bidding system's technical support:**

**MERX**      **Customer Support**  
**Phone**     **1-800-964-6379**  
**Email**      [merx@merx.com](mailto:merx@merx.com)

### **1.7.2 Quotations to Be Submitted on Time**

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

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

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

### **1.7.3 Quotations to Be Submitted in Prescribed Format**

Quotation 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 Quotations**

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

### **1.7.5 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

## **PART 2 - EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

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

### **2.2 Stage I - Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

### **2.3 Stage II - Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

ONTC will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of ONTC as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Quotations that fail to meet the mandatory technical requirements will be rejected.

#### **2.3.2 Non-Price Rated Criteria**

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

### **2.4 Stage III - Pricing**

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

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the respondent 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 respondent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the quotation. ONTC may also reject any quotation 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 Respondent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent with the highest score on the non-price rated criteria.

## **2.6 Notice to Respondent and Execution of Agreement**

The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ 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 respondent fails to execute the Agreement or satisfy any pre-conditions of award within ten (10) days of notice of selection, ONTC may, without incurring any liability, proceed with the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

## **PART 3 - TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

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

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 Past Performance**

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

#### **3.1.5 Information in RFQ Only an Estimate**

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

#### **3.1.6 Respondents to Bear Their Own Costs**

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

#### **3.1.7 Quotation to be Retained by ONTC**

ONTC will not return the quotation or any accompanying documentation submitted by a respondent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

ONTC makes no guarantee of the value or volume of work to be assigned to the selected respondent. The contract with the selected respondent will not be an exclusive contract for the

provision of the described Deliverables. ONTC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Trade Agreements**

Respondents 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 RFQ.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ 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 RFQ Contact or the bidding system. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. ONTC is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

### **3.2.2 All New Information to Respondents by Way of Addenda**

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum posted in the bidding system. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by ONTC.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify, and Supplement**

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

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Respondents**

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

### **3.3.2 Debriefing**

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

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

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

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

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFQ process, the respondent 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 quotation that is not available to other respondents;
  - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or

- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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 respondent'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 respondent 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 RFQ 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 respondent, rescind a notice of selection, or terminate a contract subsequently entered into if ONTC determines that in its sole and absolute discretion the respondent has engaged in any conduct prohibited by this RFQ or has otherwise breached the terms of the RFQ.

### **3.4.4 Prohibited Respondent Communications**

Respondents 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 Respondent Not to Communicate with Media**

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact. Further, a respondent must not make any media release, social media or Internet post, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFQ process, the solicitation documents or the Deliverables or any matters related thereto, without the prior written consent of ONTC.

### **3.4.6 No Lobbying**

Respondents must not, in relation to this RFQ 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 respondent(s).

### **3.4.7 Illegal or Unethical Conduct**

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

### **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 RFQ either before or after the issuance of this RFQ:

- (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 RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from ONTC; and
- (d) must be returned by the respondent to ONTC immediately upon the request of ONTC.

Each respondent 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 Respondent**

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

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

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

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

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to solicit non-binding quotations for consideration by ONTC and may result in an invitation by ONTC to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and ONTC by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services

#### **3.6.3 Non-Binding Price Estimates**

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

#### **3.6.4 Cancellation**

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

### **3.7 Governing Law and Interpretation**

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

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- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFQ.

### **3.8 Power of Legislative Assembly**

No provision of this RFQ 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 Form of Agreement relied upon by ONTC for the Deliverables will be the Draft Agreement, as attached to this Appendix A.

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

**BETWEEN:**

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**

**(“ONTC”)**

and

**XXX**

**(“Service Provider”)**

**THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION**

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

**“Agreement”** means this agreement and all attached schedules;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PARTICULARS OF THIS AGREEMENT**

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

**Services.** The Services which are the subject of this Agreement are janitorial services for [insert address] as more particularly described in Schedule A (the "**Services**"). The parties may amend the Services by agreement in writing. The Services shall be provided as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services.

5. **Fees.** The fees which are the subject of this Agreement are XXX [as described in Schedule B]. The parties may amend the fees by agreement in writing.

6. **Disbursements.** The fees in Schedule C include all costs, expenses and disbursements required to perform the Services. ONTC will not pay any additional amount for disbursements unless the disbursements are approved in writing in advance by ONTC. The Service Provider acknowledges that travel expenses will only be approved in accordance with the Management Board of Cabinet Travel, Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive-2020>).
7. **Maximum.** The maximum amount payable by ONTC to the Service Provider under this Agreement, excluding Harmonized Sales Tax, is: \$XXX CAN.
8. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of [xxx] years unless terminated early in accordance with this Agreement (the “Original Term”). ONTC shall have [xxx] options to extend the Agreement for periods of [xxx] years each (an “Extended Term”) by providing notice in writing at least 30 days before the end of the Original Term or Extended Term, as the case may be.

#### **PROVISION OF THE SERVICES**

9. **Equipment.** The Service Provider will supply Equipment that is in good repair and meets all safety standards and regulations. The Service Provider shall be responsible for all costs and expenses for the Equipment including, but not limited to, repair, maintenance, replacement, insurance and fuel. In the event the Equipment fails to operate correctly during provision of the Services, the Service Provider shall be responsible for all costs relating to any delay in the work of the Personnel, including compensation for the Personnel. In no event will ONTC be charged for any costs relating to the Personnel or the Equipment if the Personnel are unable to work due to Equipment failure or breakdown.
10. **Personnel.** The Service Provider shall provide the Services using the Service Provider Parties proposed in their submission attached as Schedule B. The Service Provider shall not change the personnel providing the Services without ONTC’s prior written approval. The Service Provider shall coordinate the activities of their personnel and be solely responsible for payment of all costs associated with the personnel. The Service Provider shall be responsible for every act or omission of the personnel providing Services to ONTC.
11. **Standard of Care.** The Service Provider shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided. The Service Provider shall give ONTC the full benefit of its skills, qualification, experience, knowledge and

professional expertise (the “**Standard of Care**”). Any Services provided by Service Provider Parties shall meet or exceed the Standard of Care and the Service Provider shall be fully responsible therefor.

12. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Service Provider’s performance of its obligations under this Agreement. The performance evaluation of the Service Provider for the supply of these Services will be used in the assessment of the Service Provider’s proposals in response to future procurements. The performance evaluation may also result in the Service Provider being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.
13. **Inadequate Services.** ONTC shall be the sole judge of the adequacy of the Services received and their value. If ONTC determines that any Services are not in conformity with the terms and conditions of this Agreement, including the Standard of Care and Environmental Laws, ONTC shall advise the Service Provider who shall, except as other provided in this Agreement, immediately correct at its own cost and expense the inadequate Services, except to the extent such non-conforming Services were caused by a person who is not a Service Provider Party. Provided that if the quality of the Services is such that ONTC determines that the Service Provider is not able to provide the Services in accordance with the Standard of Care or within the terms of this Agreement, ONTC may terminate this Agreement in accordance with the early termination provisions of this Agreement.
14. **Progress Reports.** The Service Provider shall, upon request by ONTC, provide reports to ONTC on the Services, including opinions regarding the progress and resolution of the Services.
15. **Discontinuance of Services.** Despite anything to the contrary contained in this Agreement, ONTC may at any time, for any reason, discontinue part of the Services. ONTC shall pay the Service Provider for the chargeable amounts for the discontinued part of the Services up to the date that ONTC gives the Service Provider notice of its decision to discontinue the Services, or a later date if work, already commenced by the Service Provider, cannot reasonably be discontinued until such later date. This shall be the only remedy of the Service Provider for discontinuance of part of the Services. The Service Provider shall not be entitled to make any claim for loss of profit on the discontinued Services.
16. **Obligations of the Service Provider.** The Service Provider shall:

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

17. **Conflict of Interest.** If a potential or actual Conflict of Interest of the Service Provider arises during the Service Provider's performance of the Services,

- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
- (b) ONTC has the right to prescribe the manner in which the Service Provider should resolve the Conflict of Interest; and
- (c) ONTC may terminate the Agreement immediately upon notice to the Service Provider if the Service Provider fails to disclose any actual or potential Conflict of Interest, if the Service Provider fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

## **CHANGES**

18. **Changes.** Changes of any kind to the scope of the Services shall only be made by the Service Provider upon receipt of a written change order signed by an authorized member



of each Party (each, a “Change Order”) or a Change Directive (as defined below). ONTC may at any time by issuing a Change Order or Change Directive make any change in the Services to be provided by the Service Provider. The Change Order shall specify the details of the change in scope of the Services, any agreed adjustment to the Price in respect of the change in scope of the Services and any agreed adjustment to the time for performance of the Services, whether an increase or reduction. Any changes to the fees shall be determined by using the hourly rates in Schedule B, if any. A Change Order shall represent full payment for all costs and any adjustment to the workplan associated with the change or changes for which it was issued.

19. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Service Provider to proceed with additional or changed work by issuing a directive signed by an authorized member of ONTC (each, a “Change Directive”). Upon receipt of a Change Directive, the Service Provider shall immediately proceed with the changes to the Services as identified therein. The Parties shall then seek to finalize a Change Order as soon as commercially reasonable. Prior to the finalization of the relevant Change Order, the Service Provider shall be entitled to payment for pre-approved, reasonable documented costs incurred in respect of a Change Directive, determined by using the hourly rates in Schedule C with any additional pre-approved proven reasonable expenses incurred pursuant to a Change Directive charged at cost.

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

### **ENVIRONMENTAL OBLIGATIONS**

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

22. **Unknown Impacts.** The Service Provider shall be responsible for identifying any previously unknown impacts relating to fish, navigable waters, species at risk, vegetation, wildlife, socio-economic and heritage that arise prior to commencing the Services and during performance of the Services. The Service Provider shall immediately report the circumstances to ONTC and shall take reasonable steps, including stopping the work if necessary to ensure that any potential impacts are mitigated.

23. If the Service Provider fails to comply with the requirements in section 22, the Service Provider shall:
- (a) be responsible for all costs incurred by ONTC and the Service Provider to mitigate the damage caused due to the failure; and
  - (b) not be entitled to request a Change Order relating to the failure to comply.
24. **Environmental Contaminants.** The Service Provider shall not cause or permit any Environmental Contaminants to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of ONTC's land except as required to provide the Services. The Service Provider shall remove from ONTC's land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the Service Provider that are not required to provide the Services. If there is remediation work required on ONTC's land or adjacent land or watercourse due to environmental contamination that occurred as a result of the Service Provider's entry onto ONTC's land to provide the Services, the Service Provider shall be responsible for all costs incurred to complete remediation work on ONTC's land and adjacent land or watercourse and shall reimburse ONTC or any public authority or any third party for any reasonable costs incurred as a result of the requirement to complete the remediation work.
25. **Ownership of Environmental Contaminants.** Notwithstanding any provision of law to the contrary, any Environmental Contaminants placed or permitted on or under ONTC's land by the Service Provider shall remain the property of the Service Provider.
26. **Spills and Releases.** All spills and releases of Environmental Contaminants in the course of the work must be immediately reported by the Service Provider to ONTC and the Ministry of the Environment, Conservation & Parks ("MOECP") Spills Action Centre ("SAC"). If the ONTC Representative is not available, the Service Provider shall report the incident to the MOECP SAC and the ONTC RTC at 800-558-4129 X 141.
27. **Mitigation of Spills.** The Service Provider shall take immediate steps to mitigate the damage to the environment and contain the spill or release. If the Service Provider does not take timely action or, if the Service Provider is not available, ONTC may direct others to remedy the situation.
28. **Expenses for Spills.** If the spill or release was the fault of the Service Provider, the remedial work shall be completed at the cost of the Service Provider and with no additional cost to ONTC and ONTC shall be entitled to seek reimbursements for all costs associated with the remedial work including the cost of work done by third parties. If the spill or release was not the fault of the Service provider, ONTC shall pay for the remedial work.

29. **DFO Notification.** Pursuant to section 38(4) of the *Fisheries Act*, the Service Provider has an obligation to notify the Department of Fisheries & Oceans (“DFO”) when the Services result in the unauthorized death of fish or a harmful alteration, disruption or destruction (“HADD”) of fish habitat or where there is imminent danger that the death of fish or HADD of fish habitat could occur. The Service provider shall also notify ONTC of any such incidents. In accordance with the *Fisheries Act*, notification must be made without delay to DFO after the Service Provider ensures the immediate health and safety risks are managed at the work site. Updates to DFO may be provided at a later time, if required.

### **PAYMENT FOR THE SERVICES**

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

### **CONFIDENTIAL INFORMATION**

31. **General Confidentiality Requirements.** The Service Provider shall:

- (a) ensure that all Service Provider Parties comply with all the provisions of this Agreement relating to Confidential Information and the Service Provider shall be responsible for any failure by any Service Provider Party to do so;
- (b) use Confidential Information only for the purposes of providing the Services;
- (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
- (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Service Provider.

32. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Service Provider shall keep confidential all Confidential Information collected on behalf of ONTC or disclosed to it by ONTC and shall protect the Confidential Information disclosed to it by ONTC, in the same manner and to the same extent that it protects its

own Confidential Information. This obligation shall survive the termination of this Agreement.

**33. Disclosing Confidential Information.** The Service Provider may disclose Confidential Information if:

- (a) ONTC approves the disclosure in writing;
- (b) the Service Provider is required by law to disclose it, in which case it shall promptly notify ONTC to allow ONTC the opportunity to intervene to prevent the disclosure;
- (c) the Confidential Information is generally and publicly available; or
- (d) the Confidential Information was disclosed to the Service Provider on a non-confidential basis from a source other than ONTC which the Service Provider believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
- (e) is developed by the Service Provider independently of, or was known by the Service Provider prior to, any disclosure of such information made by ONTC; or
- (f) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards or in connection with any judicial or other proceeding relating to Service Provider's Services to ONTC or this Agreement.

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

**35. Breach of Confidentiality.** The Service Provider acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information or an unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Service Provider breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Service Provider, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which ONTC may have under this Agreement or otherwise in law or in equity. This

section shall continue to bind the Service Provider after the expiry or termination of this Agreement.

### **PERSONAL INFORMATION**

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

## **INDEMNITY AND LIMITATION OF LIABILITY**

41. **General Indemnity.** The Service Provider shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Service Provider or as a result of any breach of the terms of this Agreement by the Service Provider or by any act or omission of the Service Provider or Service Provider Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties. The Service Provider shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties. **Specific Indemnities.** The Service Provider shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses incurred by ONTC arising from:

- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Service Provider Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Service Provider Parties under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
- (b) any health, medical disability or similar claims which the Service Provider or Service Provider Parties may have during or after the Term of this Agreement;
- (c) any claim against ONTC arising from the failure of the Service Provider to protect the confidentiality of Confidential Information;
- (d) any claim against ONTC arising from the failure of the Service Provider to protect Personal Information or to comply with any of its obligations with respect thereto; and
- (e) safety infractions committed by the Service Provider under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.

42. **Bodily Injury and Property Damage.** The Service Provider shall make full and complete compensation for any bodily injury or death to any person while providing the Services and for any damage caused to ONTC's physical property by an act or omission of the Service Provider or a Service Provider Party.

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

44. **Waiver.** The Service Provider waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Service Provider or Service Provider Parties and for any loss or damage of the Service Provider unless caused by the negligent act or omission of ONTC or ONTC Parties.

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

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

(b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

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

## **INSURANCE**

47. **Insurance.** The Service Provider shall obtain, and for as long as this Agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence, satisfactory to ONTC, of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario, bearing original signatures of authorized insurance representatives and satisfactory to ONTC:

- (a) Commercial General Liability Insurance to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence, including "Ontario Northland Transportation Commission" as an additional insured, with no limitations on or exclusions from coverage arising from working on or around railway property, covering bodily injury, personal injury, death and damage to property, including loss of use of such property, containing cross liability coverage and preclude subrogation claims by the insurer against ONTC and endorsed to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage;
- (b) Automobile Liability Insurance with respect to licensed vehicles, to a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide "Ontario Northland Transportation Commission" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage and in the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Service Provider, and standard non-owned automobile form policy including standard contractual liability endorsement; and
- (c) Environmental (Pollution) Insurance providing protection for third party bodily injury and property damage resulting from an environmental incident, in the amount of not less than two million dollars (\$2,000,000) per occurrence (per accident or incident or claim) and including ONTC as additional insured.

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

## **FORCE MAJEURE**

49. **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**

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

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

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

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

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

- (a) ONTC is excused from further performance under this Agreement;
- (b) any money payable by the Service Provider to ONTC is immediately due and payable;
- (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if work, already commenced by the Service Provider, cannot reasonably be discontinued until such later date;
- (d) ONTC shall retain any rights, powers and remedies it has or may have against the Service Provider; and

- (e) ONTC may enter an agreement with another person to provide the balance of the Services. The Service Provider shall be liable for all costs incurred by ONTC in having the Services completed by another person(s).

## **GENERAL**

53. **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.

54. **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](mailto:Legal@ontarionorthland.ca)

To the Service Provider at:

**Attention:**

**T:**

**E:**

or at such other address or addresses as ONTC and the Service Provider may designate from time to time. The date of receipt of a notice if sent by email or personal delivery shall

be the date of delivery and if sent by prepaid courier shall be the second day after pick-up by the courier.

55. **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.
56. **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.
57. **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.
58. **Severability.** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Service Provider as though such section or part or parts thereof had never been included in this Agreement.
59. **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.
60. **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.
61. **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by electronic transmission of a .pdf of the executed Agreement and the parties may rely upon the .pdf document as though the .pdf document was an original hard copy of the

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

[signature page follows]

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

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

Per \_\_\_\_\_

Name:

Title:

Date \_\_\_\_\_

*I have authority to bind the corporation.*

**XXXX**

Per \_\_\_\_\_

Name:

Title:

Date \_\_\_\_\_

*I have authority to bind the corporation.*

**Schedule “A”**

**Scope of the Work / Services to be Provided**

**Schedule B**  
**Service Provider's Submission**

## **APPENDIX B - RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **Introduction**

Ontario Northland Transportation Commission ("ONTC") requires full Janitorial Services that will maintain and upkeep the requirements for proper property hygiene. The contractor will follow all safety measures provided in ONTC Standard Operating Procedures.

The contract will be for a period of three (3) years with the option to extend for two (2) additional one (1) year terms, at ONTC's discretion.

#### **Conditions of the Place of Work**

The Place of the Work is located at 147 2<sup>nd</sup> Street, Cochrane, ON.

Each Respondent must form its own opinions and conclusions with respect to the Work addressed in the RFP Documents. Before submitting a Proposal, investigate the Place of the Work to fully ascertain existing conditions, circumstances and limitations affecting the Work. No allowances will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence prior to submitting a bid.

#### **Description of the Scope of Work**

The Services required by this Agreement include, but are not limited to, the supply of all labour, material, and equipment required to carry out the following work: All cleaning consumables will be supplied by ONTC.

- Ensures employee rooms are clean and well-kept by cleaning rooms, changing and making beds, cleaning fixtures and mirrors, replenishing supplies, cleaning walls, floors and baseboards;
- Washing, drying and folding of all linen in accordance with work procedures and guidelines;
- Cleaning Kitchen area, lounges, cleaning all countertops, wiping phones, computers, televisions and other electronics, window ledges, photocopiers, top of baseboards, heaters, cabinets, desk tops, shelves, and empty garbage;
- Clean all sinks and bathrooms and shower stalls, washing walls, stock soap and towel dispensers, sweep and mop all floors, clean windows;
- Sweeping and washing all tiled floors;
- Vacuuming all bedrooms, hallways, and lounge areas;
- Prepare stores order when required;
- Weekly Recycling and Garbage bins brought out to the street;
- Pick up supplies as required;
- Advise Maintenance of Way (Kim Kelly: 705-472-4500, Ext 613), at least one week in advance, what supplies are required for cleaning rooms and replenishing inventory to ensure items are available when needed;
- Assist with maintaining an inventory of vacancies, reservations, and room assignments through the sign-in book;



- Assist with assigning/checking out rooms to employees;
- Ensure shift duties are followed in accordance with work procedures and policies;
- Report any/all broke or malfunctioning equipment to the Manager Train Service (Michael Hayes: 705-472-4500, Ext 624) or the Superintendent of Maintenance of Way (Jeremy Girard: 705-472-4500, Ext 616); and CreateticketFM@ontarionorthland.ca
- Perform other related duties as assigned.

## **Janitorial Materials and Equipment**

All janitorial materials and equipment shall be supplied or purchased in the future by ONTC.

## **Supplies**

Cleaning/sanitizing products, toilet paper, hand soap, masks, all bedding for each room, hand towels, face towels and bath towels, garbage bags for trash containers and recycling are to be supplied by ONTC. Any other supplies required that are not listed can be arranged for purchasing through ONTC.

## **Schedule**

The Service Provider, who shall consist of one individual, shall provide the janitorial services as follows:

Monday to Friday, between the hours of 12:00 p.m. and 5:00 p.m., for a total of three (3) hours per day or fifteen (15) hours per week.

## **B. MATERIAL DISCLOSURES**

### **1. Examination of Site**

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

### **2. Contractor Health and Safety**

The successful Respondent must be familiar and comply with the Occupational Health and Safety Act (OHSA) and ONTC's Policies attached at Appendix G.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix C)**

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

### **2. Pricing**

Each quotation must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

### 3. Other Mandatory Submission Requirements

Respondents must be an Ontario business as set out and acknowledged in the Submission Form (Appendix C).

#### D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

#### E. PRE-CONDITIONS OF AWARD

The selected Respondent 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; and
- (c) Respondent's Health, Safety, and Environmental Policies.

#### F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFQ. Respondents 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
<b>1. TECHNICAL QUOTATION</b>			
<b>1.0</b>	<b>Category 1: Experience and Qualifications</b>	<b>20</b>	<b>10</b>
1.1	Company Profile	5	
1.2	Project Team	5	
1.3	References	10	
<b>2.0</b>	<b>Category 2: Schedule and Proposed Approach</b>	<b>15</b>	<b>7.5</b>
2.1	Schedule and Proposed Approach	15	
<b>3.0</b>	<b>Category 3: Health, Environmental and Sustainability</b>	<b>5</b>	<b>n/a</b>
3.1	Health, Safety & Environmental	5	
	<b>Total</b>	<b>40</b>	<b>17.5</b>
<b>50% Minimum Threshold to be obtained in Category 1 (10/20), and Category 2 (7.5/15), to Proceed to Stage 2 - Pricing Quotation. Quotations which do not meet these minimum thresholds may not be considered further.</b>			
<b>2. PRICING QUOTATION</b>			

	<b>Pricing</b>	<b>60</b>	<b>n/a</b>
	<b>Total Points</b>	100	

### Technical Quotation Content Requirements

The Respondent shall provide a written quotation in PDF format.

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

***All submissions shall utilize the headings in the Technical Quotation 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 Quotation.***

<b>ITEM #</b>	<b>DESCRIPTION</b>
	<b>Title Page</b>
	<b>Table of Contents</b>
1.0	<b>Experience and Qualifications</b>
1.1	<p>Respondents shall provide a Company Profile which includes the number of years your company has provided services similar to the scope of work in this RFQ. Please describe your company's history, office locations, and description of the specific services and specialties offered. Respondents shall demonstrate one (1) three (3) years' experience in similar industry.</p> <p>Respondents shall include a company profile for any and all Subcontractors being used for the completion of the project.</p>
1.2	Respondents shall provide an organizational chart and full detailed resumes of key personnel, including a Site Supervisor, and any agents, employees, and subcontractors, who will be assigned to this project, including their roles, responsibilities, and relevant certifications.

1.3	<p>Respondents shall provide a minimum of three (3) references which can speak to experience with similar projects in the last three (3) years. The references shall include:</p> <ul style="list-style-type: none"> <li>a) Company Name</li> <li>b) Location</li> <li>c) Description of Services Provided</li> <li>d) Start and End Dates</li> <li>e) Value of the Contract</li> <li>f) Contact Person Name, Title and Contact Details</li> </ul> <p><i>ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above</i></p>
2.0	<b>Schedule and Proposed Approach</b>
2.1	Respondents shall provide a detailed written narrative describing their schedule and proposed approach and demonstrating how they intend on meeting ONTC's requirements.
3.0	<b>Health, Safety and Environmental</b>
3.1	<p>Respondents shall complete the Contractor Health and Safety Responsibility Agreement attached at <b>Appendix F</b> and provide associated supporting documents (i.e., WSIB Safety Record, Current Clearance Certificate, training and certification records, Past environmental and safety records and Hazardous Material List).</p> <p>Respondents shall provide a copy of their Health, Safety and Environmental Protection Policy.</p>

## G. PRICE EVALUATION METHOD

Pricing is worth **60 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 respondent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

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

## **Instructions on How to Provide Pricing**

- (a) Respondents should submit their pricing information by completing the attached pricing form and including it in their quotations.
- (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 Respondent 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.

## **Required Pricing Information**

Respondents are required to complete the Schedule of Prices located at Appendix D.

## **APPENDIX C - SUBMISSION FORM**

### **1. Respondent Information**

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

### **2. Building Ontario Businesses Initiative**

"Ontario business" means a business that meets the requirements below:

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

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

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

*Respondents who do not meet the requirements of being an "Ontario Business", as defined above, shall be disqualified.*

### **3. Acknowledgment of Non-Binding Procurement Process**

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

#### **4. Ability to Provide Deliverables**

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

#### **5. Non-Binding Pricing**

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

#### **6. Addenda**

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

#### **7. Communication with Competitors**

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

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

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

#### **Disclosure of Communications with Competitors**

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

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**8. No Prohibited Conduct**

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

**9. Conflict of Interest**

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

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

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

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

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

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## 10. Disclosure of Information

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

## 11. 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 RFQ in accordance with the terms of this RFQ.

## 12. 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>)."

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Signature of Respondent Representative

---

Name of Respondent Representative

---

Title of Respondent Representative

---

Date

I have the authority to bind the respondent.

## APPENDIX D - SCHEDULE OF PRICES

Respondents must complete the charts below as part of their submission.

***\*\*Prices must be in Canadian Dollars\*\****

***\*\*Prices quoted above shall exclude HST\*\****

**ONTC will add the Total for Services for all five (5) years in order to calculate pricing.**

	Year One (2026)	Year Two (2027)	Year Three (2028)
Total for Services (Excluding HST)			

	Optional Year Four (2029)	Optional Year Five (2030)
Total for Services (Excluding HST)		

***\*\*Respondents must also provide their hourly rates\*\****

Year	Hourly Rate
2026	\$
2027	\$
2028	\$
2029	\$
2030	\$

All expenditures are subject to Budgetary Review.

## APPENDIX E - NON-MANDATORY SITE VISIT

### A. Site Visit Registration Form

**Reference Number:** RFQ 2025 124

**Title:** Commercial Cleaning Services - Cochrane Bunkhouse

**Submitted To:** ONTC TRANSPORTATION COMMISSION

Please confirm that you plan to attend the Non-Mandatory Respondents' Meeting by emailing a completed copy of this **Registration Form** to [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca), prior to Tuesday, January 6, 2026 at 4:00 p.m.

**Failure to submit this form by the time required may result in ONTC not being able to accommodate your attendance. QUOTATIONS SUBMITTED BY RESPONDENTS THAT FAILED TO ATTEND THE RESPONDENTS' MANDATORY MEETING WILL BE DECLARED NON-COMPLIANT AND WILL BE REJECTED.**

**Date of Meeting:** Wednesday, January 7, 2026

**Time of Meeting:** 1:00 p.m. EST

**Location:** 147 2<sup>nd</sup> Street, Cochrane, ON

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**NUMBER OF PERSONS ATTENDING:** \_\_\_\_\_

PLEASE BRING THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT: SAFETY BOOTS, REFLECTIVE VEST, HARD HAT, AND SAFETY GLASSES WITH SIDE SHIELDS

ACCOMMODATION: ONTC IS AN EQUAL OPPORTUNITY ORGANIZATION. ACCOMMODATION IS AVAILABLE FOR RESPONDENT'S WITH DISABILITIES THROUGHOUT THE PROCUREMENT PROCESS. IF ACCOMMODATION IS REQUIRED, PLEASE CONTACT [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca)

**NOTE: THE ATTACHED RELEASE OF LIABILITY WILL BE REQUIRED TO BE EXECUTED BY ANY PERSONS ATTENDING THE SITE MEETING PRIOR TO ATTENDANCE.**

C. Release of Liability

**IN RESPECT OF ENTERING AND WORKING UPON  
ONTARIO NORTHLAND TRANSPORTATION COMMISSION PROPERTY**

The undersigned applicant requests permission of Ontario Northland Transportation Commission (hereinafter referred to as "ONTC") to enter on ONTC property to attend a mandatory site meeting commencing at 1:00 p.m. on Wednesday, January 7, 2026, in North Bay, Ontario, associated with RFQ 2025 124.

In consideration of ONTC permitting the Applicant and his/her/its employees, servants and agents to enter ONTC property for the purpose of the site meeting, the Applicant agrees it shall:

1. follow all instructions and directions from ONTC representatives while on ONTC property;
2. be liable for any and all damages to persons or property which may arise out of or be connected with the Applicant's entry on ONTC property, and the Applicant agrees to indemnify ONTC against any and all actions, suits, claims, damages, costs, liability and expenses which may arise by reason of the Applicant's operations while on ONTC property.
3. fully indemnify and save harmless ONTC, its officers, directors, employees, consultants, sub consultants, contractors, and agents (collectively "ONTC Indemnitees") from any kind of liability, suit, claim, demand, fine, action, loss, damage, legal cost and disbursement, or for which ONTC or ONTC Indemnities may become liable or suffer in connection with the Applicant's entry on ONTC property. For the purposes of this indemnity, ONTC is acting as the trustee of the ONTC Indemnitees. This indemnity section will survive the expiry of this permission;
4. enter on ONTC property at the sole cost, risk and expense of the Applicant; and, release and discharge ONTC, its employees, servants and agents of and from any and all claims and demands of whatever nature and howsoever caused by reason of any loss, damage or injury to person or property which the Applicant or its employees, servants and agents may sustain or suffer while on ONTC property.

DATED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_, 202\_\_.

Applicant \_\_\_\_\_ Witness \_\_\_\_\_

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RFQ 2025 124

Commercial Cleaning Services - Cochrane Bunkhouse

## APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL

### A. Health and Safety Policy



<b>DATE FORMALIZED</b> April 2016  <b>REVISED</b> February 2023	<b>Health and Safety Policy</b>
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#### POLICY STATEMENT

In keeping with our value of *Safety. Full Stop.* ONTC 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.

A handwritten signature in black ink, appearing to read "Chad Evans".

**Chad Evans**  
**President and CEO**

**SAFETY. FULL STOP.**

## B. Contractor Health and Safety Responsibility Agreement

In submitting this Quotation, 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 Quotation, I/We and on behalf of our proposed sub-consultants, acknowledge the responsibility to, and shall:

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

An Authorized Signing Officer

\_\_\_\_\_

(Key Contact)

(Title)

\_\_\_\_\_

(Telephone Number)

\_\_\_\_\_

(Firm's Name)

\_\_\_\_\_

(Firm's Address)

\_\_\_\_\_

## APPENDIX G - POLICIES AND PROCEDURES

The Successful Respondent will be required to adhere to the following ONTC Policies and Procedures while under contract with ONTC, and which will be available upon request.

TITLE
ONTC Contractor / Subcontractor Policy