



Request for Proposals
for
Prepared Rock Ballast

Request for Proposals No.: **RFP 2026 019**

Issued: **Tuesday, March 24, 2026**

Submission Deadline: **Friday, April 24, 2026 at 2:00:00 p.m. local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

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

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

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

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

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

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations top of mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 1,000 people including Locomotive Engineers, Motor Coach Operators, skilled tradespeople, and business professionals. Employees work together to improve and deliver services that provide value to the regions served.

ONTC is seeking proposals for the supply of prepared rock ballast for the upcoming work seasons at two (2) of its location at Val Rita and Coral Pit, Ontario.

1.1.2 Proponent Must Be Single Entity

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

1.1.3 Bidding System Registration

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

1.2 RFP Contact

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

Brinda Ranpura
Procurement Contracts Specialist
Telephone: 705-472-4500 x548
Email: brinda.ranpura@ontarionorthland.ca

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

1.3 Accommodations for Proponents with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), ONTC will accommodate for a disability, ensuring full and equitable participation throughout the RFP process. If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the RFP Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.4 French Language Services

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

1.5 Contract for Deliverables

1.5.1 Type of Contract

The selected proponent will be required to enter into an agreement with ONTC for the provision of the Deliverables in the form attached as Appendix A to the RFP (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 additional two (2) term of up to one (1) year.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Tuesday, March 24, 2026
Deadline for Questions	Friday, April 17, 2026 at 2:00:00 PM local time
Deadline for Issuing Addenda	Wednesday, April 22, 2026 at 2:00:00 PM local time
Submission Deadline	Friday, April 24, 2026 at 2:00:00 P local time
Anticipated Execution of Agreement	Tuesday, May 19, 2026

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

1.7 Submission Instructions

1.7.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

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

Submissions by other methods will not be accepted.

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

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

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

1.7.2 Proposals to Be Submitted on Time

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

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

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

1.7.3 Proposals to Be Submitted in Prescribed Format

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

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

1.7.4 Amendment of Proposals

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

1.7.5 Withdrawal of Proposals

Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system.

1.7.6 Proposals Irrevocable after Submission Deadline

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

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of ONTC, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix B).

2.2.1 No Amendment to Forms

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

ONTC will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of ONTC, be rejected.

2.3.2 Non-Price Rated Criteria

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

2.4 Stage III – Pricing

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

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the proposal. ONTC may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is

not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of ONTC, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by ONTC to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP 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 proponent 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 proponent and pursue all other remedies available to ONTC.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

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

3.1.2 Proponents to Follow Instructions

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

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Past Performance

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

3.1.6 Information in RFP Only an Estimate

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

3.1.7 Proponents to Bear Their Own Costs

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

3.1.8 Proposal to be Retained by ONTC

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

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.1.10 Trade Agreements

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

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

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

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify and Clarify

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

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

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:

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

3.4.2 Disqualification for Conflict of Interest

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

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

3.4.3 Disqualification for Prohibited Conduct or Breach

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

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Supplier Suspension

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

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

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

3.5 Confidential Information

3.5.1 Confidential Information of ONTC

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

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of ONTC

ONTC reserves the right to:

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written verification or clarification from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) reject a proposal that contains abnormally low or unbalanced pricing;

- (f) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (g) verify with any proponent or with a third party any information set out in a proposal;
- (h) check references other than those provided by any proponent;
- (i) disqualify a proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a proponent other than the proponent whose proposal reflects the lowest cost to ONTC;
- (k) cancel this RFP process at any stage;
- (l) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (m) accept any proposal in whole or in part; or
- (n) reject any or all proposals;

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

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

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

3.7 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of ONTC; and

- (c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFP.

3.8 Power of Legislative Assembly

No provision of this RFP is intended to operate, nor shall any such provision have the effect of operating, in any way, that would interfere with or otherwise fetter the discretion of the Legislative Assembly of Ontario in the exercise of its legislative powers.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Agreement for Deliverables will be the Purchase Form of Agreement as attached to this
A.
Appendix

THIS PURCHASE AGREEMENT made effective **XXX** (the “Effective Date”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION (“**ONTC**”)

- and-

XXX

(the “**Supplier**”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION AND CONTRACT DOCUMENTS

Definitions

1. In this agreement, the following terms have the corresponding meanings:

“**Confidential Information**” includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;

“**Crushing Site**” shall mean ONTC’s Crushing Site at the Coral Pit;

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

“**Delivery Date(s)**” means the date(s) for the delivery of the Goods as set out in the Contract Documents;

“**Disclosing Party**” means the party disclosing Confidential Information;

“**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;

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

“**Loss**” includes loss, liability, damage, cost, expense, legal cost and disbursement;

“**Notice**” means the written notification or communication required or permitted to be given by one party to the other party under this agreement;

“**ONTC Parties**” and “**Supplier Parties**” includes every partner, associate, officer, director, employee, consultant, supplier, Subcontractor and agent of the party;

“**Receiving Party**” means the party receiving Confidential Information, and includes all Insiders of that party;

“**Stockpile Site**” means the ONTC property at Val Rita where ONTC has directed the Supplier to stockpile the ballast after crushing and delivery; and

“**Subcontractor**” means a person who contracts with the Supplier or another Subcontractor for the performance of any part of the Supplier’s obligations under the agreement.

Contract Documents

2. The contract documents consist of the following:
 - (a) This agreement;
 - (b) Any Change Orders;
 - (c) Specifications for Goods (Schedule A);
 - (d) Supplier’s Proposal (Schedule B); and,
 - (e) Any other documents incorporated by reference in any of the foregoing.(the “**Contract Documents**”).

Precedence

3. Subject to any contrary intention elsewhere in this agreement, in case of any inconsistency or conflict between the parts of the Contract Documents, such parts shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
 - (a) Change Orders;
 - (b) Schedule A (Specifications for Goods);
 - (c) This agreement;
 - (d) Schedule B (Supplier’s Proposal); and,
 - (e) Any other documents incorporated by reference in any of the foregoing.

SPECIFICS OF THIS PARTICULAR AGREEMENT

Description of the Goods

4. The Goods to be supplied under this agreement are Prepared Rock Ballast more particularly described in Schedule A (Specifications for Goods). The ballast shall be supplied from the Supplier’s quarry and crushed and supplied to ONTC’s Stockpile Site in Schedule A (Specification for Goods). The Supplier shall be responsible for stockpiling the Goods at the Stockpile Site.

Contract Price

5. ONTC shall pay the Supplier for the Goods to be supplied under this agreement the following amounts: **XXX** (the “**Contract Price**”).

Term

6. This agreement becomes effective on the Effective Date, and, unless terminated earlier in accordance with this agreement, lasts until final completion of the Supplier’s obligations under this agreement.

PROVISION OF THE GOODS BY THE SUPPLIER

Prior to Provision of the Goods

7. Immediately after the Effective Date, and prior to production of any of the Goods, the Supplier shall provide to ONTC any proofs of compliance required under this agreement or in the procurement documents.

Standard of Care

8. The Supplier shall:
 - (a) provide the Goods in accordance with all Environmental Laws and other applicable laws and the Contract Documents;
 - (b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Goods of a similar nature to the Goods; and,
 - (c) ensure any equipment used by the Supplier or by its Subcontractors at ONTC’s premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties,(collectively, the “**Standard of Care**”).
9. The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, its performance of shall be judged against the Standard of Care. The Supplier shall exercise such Standard of Care in respect of any products, personnel or procedures which it may provide to ONTC.

Vendor Performance Policy

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

Changes

11. Changes of any kind to the specifications for the Goods shall only be made by the Supplier, upon receipt of a written change order signed by an authorised member of each Party (each, a “Change Order”). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change. A Change Order shall represent the full amount payable for all costs associated with the change or changes for which it was issued.
12. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorised in advance by ONTC by way of a Change Order.

Defective Goods

13. The Supplier shall promptly correct Defects at its expense in the Goods identified by ONTC as having a Defect.
14. All or part of any payment under an invoice or any holdback may be withheld by ONTC or set-off against the payments owing to the Supplier until the Supplier has remedied any Defects at the Supplier’s sole expense.

Delivery and Acceptance

15. The Supplier shall be responsible for delivery of the Goods to the Stockpile Site specified by ONTC on the Delivery Dates. The Delivery Dates for the Goods, the quantities of the deliveries and the locations of the deliveries shall be as described in the Schedule A (Specifications for Goods). All Goods must be delivered in full prior to **XX**. The Delivery Dates may only be changed by the written consent of ONTC. The Supplier shall pay all costs incurred in connection with the shipping and delivery of the Goods including all duties, excise taxes and brokerage fees. The risk of loss or damage to the Goods during delivery and prior to the delivery to the Stockpile Site shall be with the Supplier.
16. The Supplier shall be responsible for weighing and inspecting the Goods to ensure compliance with the quantity ordered and with the Specifications. The Supplier shall provide ONTC with the weight tickets for each Delivery in accordance with the Specifications. The Supplier shall provide ONTC with gradation charts and samples of the Goods for each 500 tonnes of ballast upon request by ONTC.
17. ONTC may undertake random inspections at the Crushing Site. If Ontario Northland’s inspection determines that the crushed rock at a Crushing Site does not meet the Specifications, the Supplier shall stop the crushing operation until the process is adjusted to produce the Goods in accordance with the Specifications.
18. ONTC shall undertake a preliminary inspection and receive the Goods upon delivery to a Stockpile Site. ONTC may retain a third party surveyor to inspect the Goods delivered to the Stockpile Site to verify the quantities delivered and compliance of the Goods with Schedule A (Specifications for Goods).
19. If ONTC determines that any Goods provided by the Supplier, even if ONTC has already received them, do not comply with the Specifications or are Defective, then ONTC may:

- (a) keep the Goods and adjust the Contract Price to reflect the diminished value of the Goods, as determined by ONTC; or
- (b) reject the Goods and require the Supplier to remove the Defective Goods from the Stockpile Site at the Supplier's expense, in which case, ONTC may either require the Supplier to replace them at the Supplier's cost or terminate that quantity of the Goods and adjust the Contract Price accordingly.

20. If the Goods are rejected by ONTC, the Supplier shall be responsible for all costs incurred by ONTC as a result of any delay in ONTC completing the work related to the use of the Goods as if the Goods had not been delivered on the Delivery Date as described in section 15.

Title and Risk

21. Subject to any contrary intention in the Contract Documents, title to all Goods and all risk of damage or loss thereof shall pass to ONTC upon the Goods being delivered to ONTC's Stockpile Site, undergoing a preliminary inspection by ONTC and being received by ONTC.

Time of the Essence

22. The parties agree that time is of the essence in this agreement and the Goods must be delivered to ONTC on the Delivery Dates and in the quantities specified in Schedule A prior to **XX**.

23. The Supplier acknowledges that ONTC will suffer damages if the Goods are not delivered to ONTC on the Delivery Dates or if the Goods have Defects that delay the use of the Goods. The Supplier shall be responsible for all damages suffered by ONTC as a result of failure to deliver the specified quantity of Goods on the Delivery Dates or a delay in the use of the Goods due to Defects. Notwithstanding any other provision of the Contract Documents, these damages shall include, but not be limited to, the cost to ONTC, including the cost of internal resources, to obtain alternate Goods, any losses to ONTC due to a delay in obtaining alternate Goods, additional labour costs, additional costs requested by ONTC Suppliers using the Goods and any other incidental, consequential or other indirect damages.

Warranty

24. The Supplier warrants that the Goods will: (i) be of good quality; (ii) conform to the Specifications and/or standards in the Contract Documents; (iii) be free from Defects; and (iv) be fit for the intended purpose.

25. ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Goods and the Supplier shall assign all such warranties to ONTC on the same terms in which these warranties have been provided to the Supplier, to the extent such warranties permit assignment. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

ONTC CRUSHING SITE AND STOCKPILE SITES

Access to the ONTC Crushing Site and Stockpile Site

26. ONTC shall give the Supplier non-exclusive access to the ONTC Crushing Site and Stockpile Site to enable the Supplier to carry out its obligations under the Contract Documents, subject to the restrictions set out in the Contract Documents.

Conditions

27. The Supplier represents to ONTC that it has familiarized itself with local conditions at and in the vicinity of the ONTC Crushing Site and the Stockpile Site, the constraints of the location, weather conditions and ground conditions and the applicable laws and has examined all reasonably available information relevant to the risks, contingencies and other circumstances having an effect on the Goods, the Delivery Dates and the Contract Price.

Health and Safety

28. The Supplier shall fulfill all obligations and requirements during the work at the Crushing Site and Stockpile Site for the purposes of the Ontario *Occupational Health and Safety Act* and any orders, recommendations and restrictions made by the federal, provincial or municipal governments and the advice, recommendations and instructions of public health officials. The Supplier shall have complete and sole responsibility for all health and safety matters relating to its employees at the Crushing Site and Stockpile Site. While on ONTC property, the Supplier shall ensure that it and its employees and Subcontractors are aware of and comply with ONTC's policies, including its Fit for Duty Policy, and with the Ontario Northland Operating Manual, including the Current Summary Bulletin, current Ontario Northland Time Table, C.R.O.R. 2015, Infrastructure Special Instructions, Dangerous Goods and Ontario Northland Operating Instructions, as applicable.
29. The Supplier shall comply and shall ensure that it, its subcontractors and their respective employees, consultants, representatives and agents comply with safe work practice.

Environmental Liability

30. The Supplier shall comply with all applicable laws, including Environmental Laws, in the provision of the Goods. If the Supplier fails to comply with Environmental Laws, the Supplier shall be solely responsible for all costs, claims, fines, fees or other expenses arising from such failure to comply.
31. The Supplier shall not cause or permit any Environmental Contaminants to be located, disposed of, released, discharged or incorporated in, on or under any part of ONTC's land except as required to perform the Work. The Supplier shall remove from ONTC's land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the Supplier that are not required to provide the Goods. 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 Supplier's entry onto ONTC's land to perform the Work, the Supplier 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.

32. Notwithstanding any provision of law to the contrary, any Environmental Contaminants placed or permitted on or under ONTC's land by the Supplier shall remain the property of the Supplier.
33. All spills and releases of Environmental Contaminants in the course of supplying the Goods must immediately be reported by the Supplier to ONTC who will report the spill or release to the Ministry of Environment, Conservation & Parks Spills Action Centre ("MECP SAC"). If an ONTC representative is not available, the Supplier shall report the incident to the MOECP SAC and the ONTC RTC at 800-558-4129 X141.
34. The sections under this Part – Environmental Liability shall survive the expiration or termination of this agreement.

Concealed or Unknown Conditions

35. If ONTC or the Supplier observes or reasonably suspects the presence of any previously unknown impacts relating to fish, navigable waters, species at risk, vegetation, wildlife, socio-economic or heritage:
 - (a) the observing party shall immediately report the circumstances to the other party; and
 - (b) the Supplier shall immediately take reasonable steps, including stopping work if necessary, to ensure any potential impacts are mitigated.
36. If the Supplier fails to comply with the requirements in section 35, the Supplier shall:
 - (a) be responsible for all costs incurred by ONTC or the Supplier to mitigate the damage caused by the failure; and
 - (b) not be entitled to request a Change Order relating to the failure to comply.

Damage to Crushing and Stockpile Site

37. The Supplier shall be responsible for the remediation, at its expense, of any damage, including by Environmental Contaminants, to the Crushing Site and the Stockpile Site, ONTC's property or third parties' property caused by the Supplier in the supply of the Goods.

PAYMENT BY ONTC

Amounts Chargeable in Respect of the Goods

38. The Supplier may charge ONTC, for the provision of the Goods amounts not greater than the Contract Price and any Change Orders.

Payment

39. ONTC shall pay the Supplier for the Goods within 30 days of receipt of an invoice and required backup materials from the Supplier.
40. Whenever any amount is recoverable from or payable by the Supplier to ONTC pursuant to the Contract Documents, ONTC may deduct this amount from any amount due to the Supplier.

Final Invoice

41. As of the date of submission of the final invoice, the Supplier expressly waives and releases ONTC from any further claims against ONTC, related to the Contract Documents, except those claims stated in the final invoice and those claims made in writing prior to the date of submission of the Supplier's final invoice and still unsettled.

EXTENSION AND EARLY TERMINATION OF THIS AGREEMENT

Force Majeure

42. Neither party shall be liable to the other for any delay in or failure to perform its obligation under this agreement (other than non-payment of money by ONTC to the Supplier) if any such delay or failure is due to Force Majeure. **“Force Majeure”** shall include but not be limited to acts of God, acts or policies of any federal, provincial, civil or military authority, governmental priorities and mandates, civil commotion, natural disasters including but not limited to fires, floods, earthquake, storm, pandemic, epidemic and acts of war, labour slowdown, strikes, lockouts, and other labour disputes but does not include lack of funds. If a party becomes aware of an event of Force Majeure affecting its ability to perform its obligations under this agreement, it shall give the other party oral notice within two business days of the event of Force Majeure, and, in addition, Notice, together with a proposed plan of corrective action to resolve or minimize the effect of the event of Force Majeure, within five (5) Working Days of the event of Force Majeure.
43. If there is an event of Force Majeure, the party claiming such event shall:
- (a) complete the performance of its obligations as soon as possible after the event of Force Majeure is resolved;
 - (b) make all reasonable efforts to mitigate the effect of the event of Force Majeure on the other party; and
 - (c) not treat other parties with whom it contracts more favourably where its obligations to such other parties are affected by the same event of Force Majeure.
44. For each full day of Force Majeure, the Delivery Date shall be extended by a full day.
45. If an event of Force Majeure continues for a period in excess of 60 continuous days, either party may terminate this agreement effective upon Notice to the other party, in which case ONTC shall pay the Supplier for the prorated value of the Goods supplied to the date of termination. This amount shall be the sole remedy of the Supplier for the termination of the agreement pursuant to this section.

Early Termination

46. ONTC may, for cause, terminate this agreement if the Supplier defaults in the performance of any of the terms and conditions of this agreement or with any proper order or request of ONTC, upon providing written notice to the Supplier of the particulars of the default. If the Supplier fails to remedy the default within seven days from the date of delivery of the Notice, ONTC shall have the right, at its sole option, to terminate this agreement forthwith by providing Notice to the Supplier.

47. The Supplier may terminate this agreement upon at least seven days' Notice if ONTC fails to make payment that is due and payable within the payment period in accordance with the agreement and ONTC failing to remedy such breach within seven days of receiving Notice of the breach.
48. The parties may, by agreement, terminate this agreement at any time.
49. This agreement will terminate immediately upon:
 - (a) The dissolution of the Supplier; or
 - (b) Subject to the provisions of the Bankruptcy and Insolvency Act, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.
50. If this agreement is terminated early in accordance with sections 46 or 49, then:
 - (a) ONTC is excused from further performance under this agreement;
 - (b) any money payable by the Supplier to ONTC is immediately due and payable;
 - (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination; and,
 - (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier.

CONFIDENTIAL INFORMATION

General Confidentiality Requirements

51. The Receiving Party shall ensure that all Insiders of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Insider of the Receiving Party to do so.
52. The Receiving Party shall use Confidential Information only for the purposes of this agreement.
53. The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
54. Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.

Keeping Confidential Information Confidential

55. Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
56. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.

57. The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

Disclosing Confidential Information

58. The Receiving Party may disclose Confidential Information if:

- (a) The Disclosing Party approves;
- (b) The Receiving Party is required by law to disclose it; or
- (c) The Confidential Information is generally and publicly available.

59. If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.

60. The Supplier specifically acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and that ONTC may be compelled by law to disclose certain Confidential Information.

Breach of Confidentiality

61. If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.

62. If a party were to breach the provisions of this agreement relating to Confidential Information, the harm that would be suffered by the other party would not be compensable by monetary damages alone. Therefore, either party may, in addition to any other remedies, seek an injunction against any breach or threatened breach by the other party of any provision relating to Confidential Information.

INDEMNIFICATION, INSURANCE and SECURITY

Representations, Waiver and Indemnification

63. The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all loss, liability, damage, fines, cost, legal cost and disbursement whatsoever arising out of or related to the supply of the Goods or the Contract Documents (“Loss”), by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Supplier in the course of the performance of the Supplier’s obligations under the Contract Documents or otherwise in connection with the supply of the Goods. The Supplier shall, at ONTC’s election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss.

64. The Supplier shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC’s or a third party’s physical property by the Supplier’s act or omission.

65. The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier

or Supplier Parties during the supply of the Goods unless caused by the negligent act or omission of ONTC.

66. Notwithstanding any other provision of the Contract Documents:

- (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. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether 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 or the Province of Ontario, whether at the time of execution of this agreement or at any time during the performance of the Work and the Warranty Period, 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.

67. The Supplier shall indemnify ONTC and ONTC Parties and save them harmless from and against all Loss incurred by ONTC arising from:

- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Supplier's employees are an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Supplier's employees under any laws, including employment insurance, provincial health insurance, income tax or other employment matters;
- (b) any health, medical disability or similar claims which the Supplier or Supplier's employees may have during or after the term of this agreement;
- (d) safety infractions committed by the Supplier under the Occupational Health and Safety Act or any other laws, guidelines or public health orders regulating health and safety at the Stockpile Site or Crushing Site;
- (e) any claims against ONTC for the failure of the Supplier to protect the confidentiality of Confidential Information;
- (f) exposure to, or the presence of, Environmental Contaminants which were either brought on to the Crushing Site or Stockpile Site by the Supplier or as a result of the Supplier mishandling or negligently or improperly handling the substances or materials;
- (g) a claim from adjacent landowners or other third parties regarding damage to their property due to the supply of the Goods; and
- (h) the release into the environment of materials resulting from the supply of the Goods that contain Environmental Contaminants during the transportation of such materials from the Crushing Site to the Stockpile Site.

Insurance

68. The Supplier shall obtain, and for as long as this agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence, satisfactory to ONTC, of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario and satisfactory to ONTC:

(a) Commercial General Liability Insurance:

- (i) With no limitations on or exclusions from coverage arising from working on or around railway property,
- (ii) Including “Ontario Northland Transportation Commission” as an additional insured,
- (iii) With a coverage limit of not less than five million dollars (\$5,000,000) inclusive per occurrence,
- (iv) Including bodily injury, personal injury, death and damage to property, including loss of use thereof,
- (v) In a form satisfactory to ONTC, and
- (vi) Endorsed to endeavour 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:

- (i) In respect of licensed vehicles,
- (ii) To a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence,
- (iii) Including bodily injury, death and damage to property,
- (iv) Endorsed to endeavour to provide ONTC with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage, and
- (v) 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 Supplier, and standard non-owned automobile form policy including standard contractual liability endorsement.

69. If any of the Supplier’s insurance policies expire during the term of this agreement, the Supplier shall renew or replace them and, within sixty (60) days after such expiry, provide to ONTC certificates (originals, signed by authorized insurance representatives) of the renewed/replaced insurance.

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

71. If the Supplier fails to take out or maintain the above-described insurance, ONTC may, in its discretion, terminate this agreement immediately or take over and maintain such insurance, whereupon the Supplier shall immediately pay to ONTC any premium paid by ONTC for such insurance.

GENERAL

72. **Notices:** A party giving Notice shall give it in writing and shall send it by personal delivery, email, facsimile, courier or prepaid regular mail to the other party at the following address:

Ontario Northland Transportation Commission	Supplier
Attention:	Attention:
555 Oak Street East	
North Bay, ON P1B 8L3	
T: 705-472-4500 ext.	T :
E: @ontarionorthland.ca	E :
F:	F:

73. A Notice sent by:

- (a) Personal delivery is deemed to be delivered on the date it is personally delivered;
- (b) Email is deemed to be delivered on the date it is sent;
- (c) Facsimile is deemed to be delivered one day after the date it is sent;
- (d) Courier is deemed to be delivered two days after the date it is sent; and
- (e) Prepaid regular mail is deemed to be delivered three days after the date it is sent.

74. **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.

75. **Relationship:** The Supplier is an independent Supplier of ONTC. The Supplier shall not, except as ONTC may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of ONTC, or bind ONTC in any respect whatsoever. The Supplier is not a partner, joint venturer, agent or employee of ONTC.

76. **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 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.

77. **Severability:** Should any section or part or parts of a section in this agreement be illegal or unenforceable, it or they shall be considered separate and severable from the agreement and the remaining provisions of this agreement shall remain in full force and effect and shall be binding upon ONTC and the Supplier as though such section or part or parts thereof had never been included in this agreement.

78. **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.

79. **Entire Agreement:** The Contract Documents constitute the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous commitments, representations, warranties, arrangements, understandings agreements, and negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Effective Date.
80. **Counterparts, Electronic Signatures and Electronic Delivery:** This agreement may be executed by electronic signatures and delivered by electronic transmission and the parties may rely upon all such electronic signatures as though such electronic signatures were original signatures. 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.
81. **Language:** The parties hereto agree that this agreement and all agreements and documents entered into in connection herewith or pursuant hereto shall be drawn up in English only. *Les parties confirment qu'elles ont convenu que la présente convention ainsi que tous les autres documents ou contrats s'y rattachant soient rédigés en anglais seulement.*

[SIGNATURE PAGE FOLLOWS]

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

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____
Name: XXX
Title: XXX

Date: _____

I have authority to bind the corporation.

XXX

Per: _____
Name:
Title:

Date: _____

I have authority to bind the corporation.

Schedule A
Specifications for the Goods

Schedule B – Supplier’s Submission

APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

Introduction

ONTC is seeking proposals for the supply of prepared rock ballast for the upcoming five (5) work seasons at the following location:

- Location No. 01 – Val Rita, ON
- Location No. 02 – Coral Pit, ON

ONTC will enter into an agreement with the Successful Respondent for an Initial Term ending December 31, 2026. If the Supplier has fulfilled its obligations under this agreement to the satisfaction of ONTC prior to the expiry of the Initial Term, ONTC shall have the option, exercisable upon written notice to the Supplier on or before the date that is thirty (30) days prior to the expiry of the Initial Term, to extend the term of this agreement for a period expiring (unless earlier terminated in accordance with this agreement) on December 31st of each year.

Prepared Rock Ballast – Specifications

1. Scope

This specification covers the requirements for grading and other significant physical properties of mineral aggregates for prepared ballast.

2. General Requirements

Prepared ballast shall be crushed stone comprised of angular, hard, strong, and durable particles free from injurious amounts of deleterious substances and conforming to the requirements of these specifications.

The Suppliers/Contractor shall, at their own expense, furnish all and every kind of labour, tools, machinery and other plant, services and material whatsoever necessary for the preparation and delivery to ONTC of:

- **15,000 tonnes at Val Rita, ON**
- **30,000 tonnes at Coral Pit, ON**

The stone ballast shall be prepared in every respect to the satisfaction of the Rail Infrastructure Department in the manner and upon the terms herein specified and according to specifications below and shall deliver to ONTC in stockpile locations as specified in the RFP Documents and at such time as required by the Rail Infrastructure Department to suit the aforesaid proposals which will form part of the contract.

Please note that crushed rock for the various locations is required as follows:

- **Val Rita, ON: The total order must be completed and delivered by June 01, 2026.**
- **Coral Pit, ON: The total order must be completed and delivered by September 01, 2026.**

The ability to deliver as per the above schedule is of critical importance in the evaluation of the Proposals. In their responses, Respondents must stipulate in writing that they have the material, equipment, and manpower to deliver as required above.

3. Quality Requirements

- a) Deleterious substances shall not be present in prepared ballast in excess of the following amounts:
 - Soft and pliable pieces 5%
 - Material finer than 200 sieve 1%
- b) The percentage of wear of prepared ballast as tested in the Los Angeles machine shall not be greater than 40% except otherwise specified by the Director, Rail Infrastructure.
- c) The soundness of prepared ballast shall be such that when tested in the sodium sulphate or magnesium sulphate soundness tests, the weighted average loss shall not exceed 10% after 5 cycles.

4. Gradation Requirements

- a) The grading of prepared ballast shall be determined by test with laboratory sieves having square openings and conforming to current ASTM specification designated E-11.
- b) Crushed stone prepared ballast shall conform to the following requirements for grading:

Sieve Size	Normal Size Square Opening	Amounts Finer than Each Sieve (Square Opening Laboratory Sieves) % by Weight							
		2"	1 1/2"	1"	3/4"	1/2"	3/8"	No.4	
% passing by Weight	1 1/2" – 3/4"	100	90-100	20-55	0-15			0-5	

5. Washing Ballast

The Supplier/Contractor shall use adequate washing procedures of the crushed stone or suitable dust-control methods to ensure that dust from crushing operation is not carried in the direction of the scales or the stockpile of the prepared stone from where it is loaded in

railway hopper cars. If washing and dust control is not included in the unit price (tonne), it must be identified and shown as a separate unit cost on Appendix D – Schedule of Prices.

All Rock ballast crushed for ONTC must be washed with high-pressure water nozzles in conjunction with a screening plant. Washing of any ballast will be in the final stage of the crushing operation prior to ballast being dumped into a hopper or waiting trucks.

The washed ballast must meet the acceptance of the Director Rail Infrastructure or his representative. Any ballast which fails to comply with this requirement will be rejected.

6. Handling

Prepared ballast shall be handled at the producing plant in such a manner that is kept clean and free from segregation. It shall be loaded only into trucks which are in good order, tight enough to prevent leakage and waste of material, and which are clean and free from rubbish or any substance which would foul or damage ballast.

7. Scaling and Inspection

The Successful Respondent(s) will be responsible for weighing and inspecting the crushed rock ballast to ensure total compliance with quantity ordered and with all specifications. Successful contractors will be required to provide gradation charts and, from time to time, samples of the crushed rock ballast. ONTC reserves the right of random inspections at the crushing site(s) and to shut down the crushing operation at any time if the crushed rock is not found to meet any and all specifications.

8. Testing

Samples of the finished product for gradation and other required tests shall be taken from each 500 tonnes of prepared ballast, unless otherwise ordered by the Rail Infrastructure Department. The samples shall be representative and shall weigh not less than 50 pounds.

The gradation of the samples is plotted on ONTC Drawing No. A-4222 (A).

9. Methods of Test

- a) Samples shall be secured in accordance with the current ASTM Method of Test, designation D75.
- b) Sieve analysis shall be made in accordance with the current ASTM Method of Test, designation C136.
- c) Material finer than the No.200 sieve shall be determined in accordance with the current ASTM Method of Test, designation C117-61T.
- d) The percentage of soft particles shall be determined in accordance with the current ASTM Method of Test, designation C235-57T.
- e) The resistance to abrasion shall be determined in accordance with the current ASTM Method of Test, designation C131-55, using the standard grading most nearly representative of the size of ballast specified.

- f) Soundness tests shall be made in accordance with the current ASTM Method of Test, designation C88-61T.
- g) The weight per cubic foot shall be determined in accordance with the current ASTM Method of Test, designation C29-60.

10. Measurement and Payment

All ballast will be paid for by the tonne, and the Supplier/Contractor shall, at his own expense, provide, install, maintain, and remove scales of sufficient capacity for the measurement of such material. Such scales shall meet the approval of the Rail Infrastructure Department and shall be located at the site where material is produced as directed by a representative of the Rail Infrastructure Department. The Supplier/Contractor shall employ adequate washing of the crushed stone or dust control methods to ensure that the dust from the crushing operation is not carried in the direction of the scales or the stockpile of the prepared stone.

The approach roadway shall be constructed on a flat grade, level with the scale platform for at least one truck length on either side of the platform.

Before commencing to crush, the scales must measure within service limits of error according to Weights and Measures Acts and Regulations. The certification issue by the testing authority of the Government of Canada shall be on view at the scale at all times. Two copies of weight tickets shall be submitted to the Rail Infrastructure Department for every load delivered in this contract with tickets to be provided by the Supplier/Contractor in form required.

An inspector and/or Scaleman may be provided at ONTC's discretion when crushing is in progress.

All trucks used or delivery or finished product from crushing plant to stockpile shall be numbered with tare weight of each truck to be checked daily and shown on weight ticket with truck number. These tickets must be submitted to the Rail Infrastructure Department along with a daily summary of crushing production and stockpiled amounts.

Unit price per tonne of material shall be quoted as follows:

Prepared Stone: To be stockpiled adjacent to the railway at sidings or spurs adjacent to main line track on the Railway System as may be proposed by the Respondent(s) and acceptable to ONTC.

11. Sources of Raw Material & Storage Sites

Crushed Stone Ballast

The materials for railway ballast can be waste mine rock or other suitable quarry rock, some of which has been primary crushed and should conform with present environmental regulations regarding the mineral content and its suitability for railway ballast. The Supplier/Contractor of the rock will provide ONTC with a certificate of compliance

respecting any and all governing environmental regulations by the Ministry of the Environment of Ontario or any other governing agency. The Supplier/Contractor is to accept full responsibility for size, condition, and location of the raw material relative to the designated location of the proposed stone pile of such material.

Also, once the contract has been completed the Supplier/Contractor shall ensure that the angle of repose of the stockpile is acceptable to the Ministry of Labour standards.

All material produced under this contract shall be delivered to storage site and stockpiled as directed above by Ontario Northland.

Construction and maintenance of the access road and storage area during the term of the contract shall be the responsibility of the Supplier/Contractor.

All the fine material produced under this contract shall remain the property of Ontario Northland and if necessary, shall be stockpiled at a mutually acceptable location away from the crushed rock stockpile. **If Respondents are interested in retaining the fines, they must indicate in their Proposal and state whether the unit price for the crushed rock is net of the retention of the fines or identify unit credit for the fines.**

B. MATERIAL DISCLOSURES

1. Examination of Site

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

2. Contractor Health and Safety

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

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing (Appendix D)

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

D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

E. PRE-CONDITIONS OF AWARD

The selected bidder 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; and
- (b) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable.

F. EVALUATION CRITERIA

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

The evaluation will be based on the following criteria:

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			
1.0	Category 1: Qualitative Proposal	40	20
1.1	Company Profile	5	
1.2	Specifications	20	
1.3	References	15	
2.0	Category 2: Building Ontario Business Initiative (BOBI)	25	10
2.1	Supply Chain Security	20	
2.2	Local Benefit	05	
	Sub-Total	65	
50% Minimum Threshold to be obtained in Category 1 (20/40) and Category 2 (10/25) to Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet these minimum thresholds will not be considered further.			
2. PRICING PROPOSAL			
	Pricing	50	n/a
	Total Points	115	n/a

Technical Proposal Content Requirements

The proponent shall provide a written proposal in PDF format.

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

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

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Qualitative Proposal
1.1	<p>Proponents shall provide a Company Profile, which includes the number of years your company has provided services similar to the scope of work in this RFP.</p> <p>Please describe your company's history, office locations, and corporate operating philosophy and description of the specific services and specialties offered. Proponents shall demonstrate a minimum of five (5) years' experience in related work with a proven track record of successfully delivering similar projects.</p> <p>Proponents shall also include a company profile for any and all Subcontractors being used for the completion of the project.</p>
1.2	<p>ONTC will award full points to Respondents whose submissions fully comply with all specifications outlined in <u>Appendix B – RFP Particulars – Prepared Rock Ballast Specifications.</u></p> <p>Respondents that do not fully meet these specifications will be subject to point deductions in accordance with the evaluation criteria.</p> <p>Up to five (5) points may be deducted in this category where a Respondent's specifications deviate from ONTC's requirements but are deemed to meet the minimum or general performance requirements.</p>
1.3	<p>Respondents shall provide a minimum of three (3) project profiles (references) that demonstrate a minimum of five (5) years' experience in providing Prepared Rock Ballast in the Province of Ontario. Project Profiles shall include the following:</p> <ul style="list-style-type: none"> • Company Name and Location • Contact Person Name, Title and Contact Details • Name and description of Rock Ballast provided • Start and End (Delivery) Dates (Actual vs Scheduled)

	<ul style="list-style-type: none"> Contract Value (Actual vs Quoted)
2.0	Building Ontario Business Initiative (BOBI)
2.1	<p>Full points will be awarded to vendors who can deliver the Rock Ballast at the below locations by the following dates.</p> <ul style="list-style-type: none"> Val Rita, ON by <u>June 1, 2026</u> Coral Pit, ON by <u>September 1, 2026.</u> <p><u>Respondents that fail to meet these critical delivery dates will be subject to point deductions in accordance with the evaluation criteria.</u></p> <p>Respondents must stipulate in writing that they have the material, equipment, and manpower to deliver as required or, in the alternative, provide details on the alternative proposed date for delivery.</p>
2.2	Please advise if you will be utilizing local resources for the delivery of the Prepared Rock Ballast. If so, please provide details.

G. PRICE EVALUATION METHOD

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

Pricing is worth **50 points** of the total score.

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

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

Instructions on How to Provide Pricing

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

Required Pricing Information

Please provide pricing under Appendix D – Schedule of Prices.

APPENDIX C – SUBMISSION FORM

1. Proponent Information

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

2. Sub-Contractors

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

List of Sub-Contractors

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

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

<i>Item</i>	<i>Organization</i>	<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>
1				
2				
3				
4				
5				

3. Bill S-211

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

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

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

4. Building Ontario Businesses Initiative

A - "Ontario business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. 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 statements 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.

B - "Canadian business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:

- i. has its headquarters or main office in any province or territory within Canada, or
- ii. has at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process.

Please select one of the following statements that describes your organization:

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

C - "Canadian trade partner country" means a country that is a signatory to one or more of the following trade agreements:

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

Please select one of the following statements that describes your organization:

- Yes, my organization is a “Canadian trade partner country” as defined above.
- No, my organization is not a “Canadian trade partner country” as defined above.

D - “U.S. business” means a supplier, manufacturer or distributor of any business structure (including a sole proprietorship, partnership, corporation or other business structure) that:

- i. has its headquarters or main office located in the U.S., and
- ii. has fewer than 250 full-time employees in Canada at the time of the applicable procurement process.

If a proponent is a subsidiary of another corporation, part 1 of the definition above is met if that proponent is controlled by a corporation that has its headquarters or main office located in the U.S.

Please select one of the following statements that describes your organization:

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

If the proponent has not demonstrated eligibility with a “No” response to being a U.S. Business, ONTC reserves the right, in its sole discretion, to disqualify the proponent.

If the proponent responded “Yes”, then does the proponent commit that at least 90 percent of the staff required to deliver the contracted services will be located in Canada and that this level will be maintained for the term of the contract?

- Yes
- No

If the proponent has not demonstrated eligibility with a “Yes” response, ONTC will, in its sole discretion, disqualify the proponent.

5. Offer

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

6. Rates

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

7. Addenda

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

8. Communication with Competitors

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

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

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and

- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

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

9. No Prohibited Conduct

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

10. Conflict of Interest

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

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

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

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

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

11. Disclosure of Information

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

12. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for the Irrevocability Period specified in the RFP, running from the moment the Submission Deadline has passed.

13. Execution of Agreement

The proponent agrees that in the event its proposal 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 RFP in accordance with the terms of this RFP.

14. Travel

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the proponent hereby acknowledges that travel expenses must be approved in advance by ONTC and must be in compliance with the Management Board of Cabinet Travel,

Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive>)."

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D – SCHEDULE OF PRICES

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

APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL

Respondents shall include the signed and completed attached Contractor Health and Safety Responsibility Agreement along with associated supporting documents with their quotation:

- A. Contractor Health and Safety Responsibility Agreement

A. CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

In submitting this Proposal, I/We, on behalf of, _____
(Legal name of company)

Certify the following:

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

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

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

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

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

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

An Authorized Signing Officer _____

(Key Contact)

(Title) _____

(Telephone Number) _____

(Firm's Name) _____

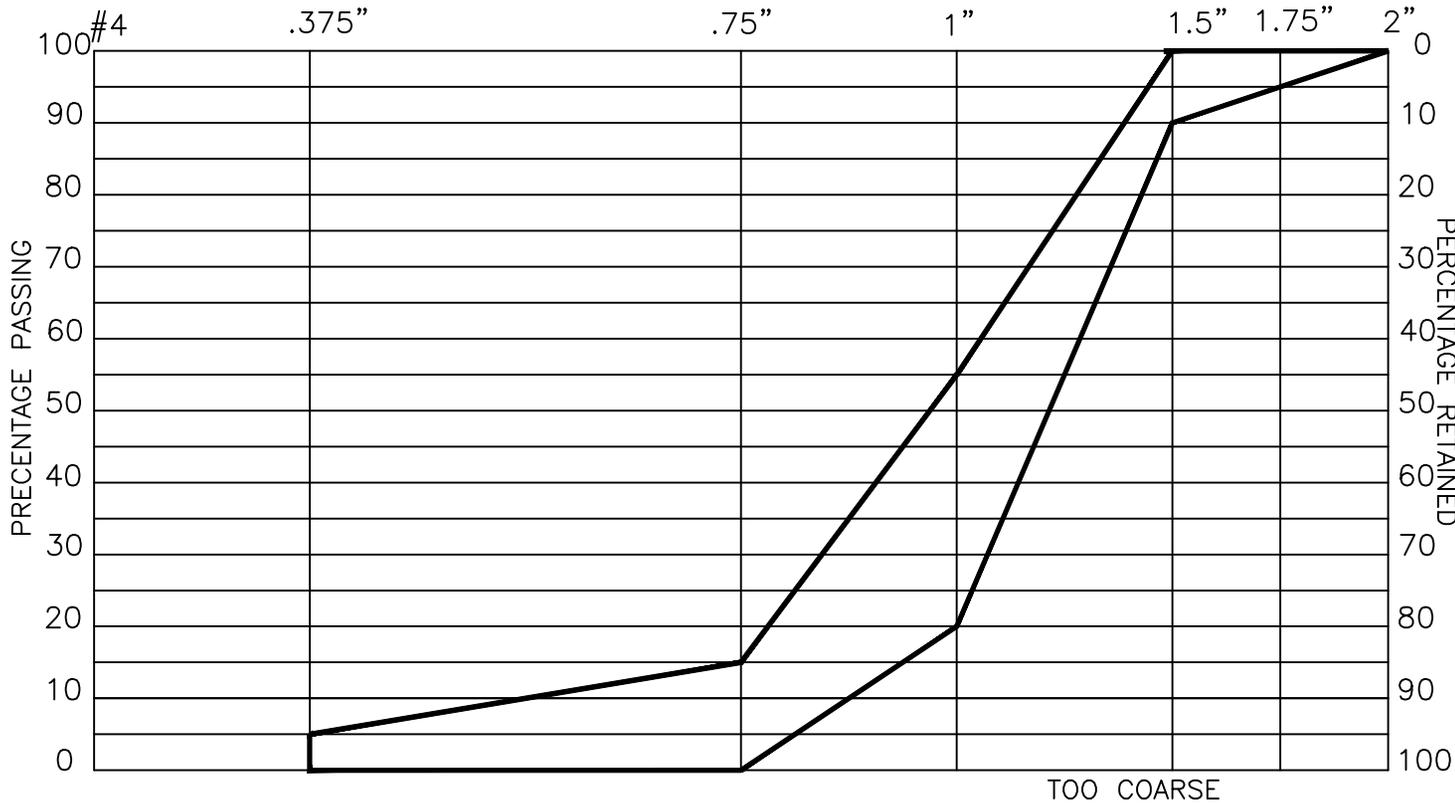
(Firm's Address) _____

APPENDIX F – REFERENCE DRAWINGS

Refer to the Drawings as outlined below, and which are attached to this Appendix F.

TITLE
Drawing No. A-4222 (A) – Semi Log Grading Chart

ONTARIO NORTHLAND RAILWAY
SEMI-LOG GRADING CHART



SAMPLE DATA	
Total Weight of Sample	_____
Weight of Sample Retained	_____
Weight of Sample Pan	_____
Percent Retained	_____
Percent Pan	_____

BALLAST GRADES				
Sieve Size	Indiv. Wt.	Cumulative Retained		% Accept.
		Wt.	%	
2"				-----
1.5"				0-10%
1"				45-80
.75"				85-100
.375"				95-100

TEST RESULTS	
Acceptable as Ballast	_____
Not Acceptable as Ballast	_____
Reasons for Rejection	_____
Too Much _____ Too Little	_____
Additional comments on Back	

ONR SPECIFICATION PERCENT PASSING	
2"	100%
1.5"	90-100%
1"	20-55%
.75"	0-15%
.375"	0-5%

GENERAL DATA

Date of Sample _____

Time of Sample _____

Date of Test _____

Time of Test _____

Location _____

NAME OF OPERATOR _____

POSITION _____

DRAWING NO. A-4222