



Request for Proposals

for

RFP 2026 013 - Master Lease Agreement - Hi-Rail Vehicles

Request for Proposals No.: **RFQ 2026 013**

Issued: **Thursday, April 2, 2026**

Submission Deadline: **Monday, May 4, 2026 at 2:00:00 PM EDT**

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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 **RFP 2026 013 - Master Lease Agreement - Hi-Rail Vehicles**, 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 from interested lessors to fulfill ONTC’s annual hi-rail vehicle leasing requirements by entering into a three (3) year master lease agreement with the option to extend the lease agreement for an additional two (2), one (1) year terms, at ONTC’s discretion.

1.1.2 Proponent Must Be Single Entity

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

1.1.3 Bidding System Registration

All proponents must have a vendor account with the electronic bidding system at: <https://www.merx.com/>. This will enable the proponent to download the solicitation document, to

receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

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

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

Telephone: 705-472-4500 x588

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

1.5.2 Term of Contract

The term of the Agreement is to be for a fixed period from the date the contract is executed up to and including December 31, 2029, with an option in favour of ONTC to extend the Agreement on the same terms and conditions for an additional term of up to two (2), one (1) year terms.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Thursday, April 2, 2026
Deadline for Questions	Tuesday, April 28, 2026 at 4:00:00 PM EDT
Deadline for Issuing Addenda	Thursday, April 30, 2026 at 4:00:00 PM EDT
Submission Deadline	Monday, May 4, 2026 at 2:00:00 PM EDT
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Monday, May 11, 2026
Contract Negotiation Period	Fifteen (15) calendar days
Anticipated Execution of Agreement	Monday, June 8, 2026

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

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

Not applicable.

1.7 Submission Instructions

1.7.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

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

Submissions by other methods will not be accepted.

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

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

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

1.7.2 Proposals to Be Submitted on Time

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

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

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

1.7.3 Proposals to Be Submitted in Prescribed Format

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

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

1.7.4 Amendment of Proposals

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

1.7.5 Withdrawal of Proposals

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

[End of Part 1]

PART 2 - EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage I - Mandatory Submission Requirements

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

2.3 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. If a proposal fails to satisfy all of the mandatory technical requirements, ONTC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will 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 Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III - Pricing

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

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the proposal. ONTC may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

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

2.5.2 Contract Negotiation Process

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

2.5.3 Time Period for Negotiations

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

2.5.4 Failure to Enter into Agreement

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

2.5.5 Notification of Negotiation Status

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

[End of Part 2]

PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

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

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by ONTC

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.1.9 Trade Agreements

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The RFP Contact will contact the proponent's representative

to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by ONTC.

3.3.3 Procurement Protest Procedure

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

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

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

- (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

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

3.4.3 Disqualification for Prohibited Conduct or Breach

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

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Supplier Suspension

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

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

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

3.5 Confidential Information

3.5.1 Confidential Information of ONTC

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

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and ONTC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

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

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

3.8 Power of Legislative Assembly

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

[End of Part 3]

APPENDIX A - FORM OF AGREEMENT

The Agreement for Deliverables will be the Draft Agreement as attached to this Appendix A.

THIS MASTER EQUIPMENT LEASE AGREEMENT is made effective **XXX** (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

- and-

XXX

(the "Supplier")

THE PARTIES AGREE AS FOLLOWS:

Interpretation

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

"Agreement" means this agreement and all attached schedules;

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

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

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

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

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

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

“Delivery Date” means the date for the delivery of the Equipment which shall be the start of the term set out in the IEL unless otherwise specified in the IEL;

“Equipment” has the meaning set out in Section 5;

“Equipment Loss” has the meaning set out in Section 23;

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

“IEL” means an Individual Equipment Lease in the form set out in Schedule C under which a piece of Equipment, or a group of Equipment, is leased under the terms of this Agreement;

“Intellectual Property” means any improvement, invention or discovery, whether or not patented or patentable, any technical data, know-how or trade secret, any design, any computer software or any work subject to copyright, whether or not such design or copyright is registered or registrable and all Intellectual Property rights contained, embedded or disclosed in the Equipment;

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

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

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

“Rent” means the amounts described in Schedule B and, for each piece of Equipment, the amount set out in the IEL for that Equipment;

“Supplier Parties” includes the Supplier and its officers, directors, employees, contractors and agents of the Supplier;

“Standard of Care” has the meaning set out in Section 10;

“Term” means the Original Term and any Renewal Term as those are defined in Section 8.

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

Particulars of the Agreement

5. **Description of the Equipment.** The equipment to be leased under this Agreement consists of high-rail vehicles, in such numbers as may be required by ONTC from time to time, as such equipment is more particularly described in Schedule A and Schedule B (the **“Equipment”**). For each piece of Equipment, or group of Equipment, the parties shall

execute an IEL substantially in the form attached as Schedule "C". Each IEL shall form part of this Agreement, and the lease of the Equipment shall be subject to the terms and conditions of this Agreement unless otherwise specified in the IEL.

Rent

6. ONTC shall pay the Supplier Rent for the Equipment in the amount, plus applicable taxes, set out in the IEL for that Equipment, based on the rent amounts provided in Schedule B. Rent shall be payable to the Supplier commencing on the start of the lease term as set out in the IEL for that Equipment, unless otherwise stated in the IEL for that Equipment. Notwithstanding the expiration or other termination of this Agreement or an IEL, ONTC shall be responsible for the Rent payments until the Equipment is returned to or retrieved by the Supplier.
7. ONTC shall not be required to pay Rent for Equipment that is not required outside of the construction season. ONTC shall either return such Equipment to the Supplier or park such Equipment at an ONTC location. The details of the arrangement for each piece of Equipment shall be set out in the IEL for that Equipment.

Term

8. This Agreement shall be in effect from the date of full execution of the Agreement until December 31, 2029, unless terminated earlier in accordance with this Agreement (the "Original Term"). ONTC shall have the option to renew this Agreement for two (2) additional periods of one (1) year each (a "Renewal Term") by providing written Notice to the Supplier at least thirty (30) days prior to the end of the Original Term or Renewal Term, as the case may be.
9. The term of the lease of each piece of Equipment shall be as described in the IEL for that piece of Equipment. The lease of a piece of Equipment under an IEL may be terminated by ONTC prior to the expiration of the term for that piece of Equipment without penalty or other damages upon ONTC returning the Equipment to the Supplier.

Standard of Care

10. The Supplier shall:
 - (a) provide the Equipment in accordance with Applicable Laws and the Contract Documents; and,
 - (b) in performing its obligations under the Agreement, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Equipment of a similar nature to the Equipment (the "**Standard of Care**").
11. The Supplier acknowledges and agrees that throughout the Agreement, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care.
12. 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>.

Transportation and Risk

13. The Supplier shall be responsible for delivery of the Equipment to the Delivery Location on or before the Delivery Date, and for collection of the Equipment at the end of the term (or earlier termination) of the lease for that Equipment as set out in the IEL for that Equipment. The Supplier shall pay all costs incurred in connection with the shipping, delivery and collection of the Equipment including all duties, excise taxes and brokerage fees.
14. The Supplier shall bear the risk of loss or damage or destruction of the Equipment until the Equipment is delivered to ONTC. Risk of loss or damage to or destruction of the Equipment shall pass to and be borne by ONTC upon completion of delivery of the Equipment to the Delivery Location and until the Equipment is retrieved by the Supplier.

Acceptance

15. ONTC shall inspect and test the Equipment within thirty (30) calendar days of the Delivery Date. Within two business days following the inspection and testing, ONTC shall either accept the Equipment or advise the Supplier of any Defects discovered in the Equipment and may:
 - (a) require the Supplier to remedy the Defect at ONTC's location, at the Supplier's sole cost and expense, within a specified number of days. The Rent for the Equipment shall not commence until the Defect is remedied;
 - (b) if the Defect is unable to be remedied at ONTC's location, require the Supplier to replace the Equipment, at the Supplier's sole cost and expense, within a specified number of days. The Rent for the Equipment shall not commence until the replacement Equipment is delivered to the ONTC specified location; or
 - (c) terminate the IEL for the Equipment, or delete the Equipment from the IEL, as the case may be, and the Supplier shall retrieve the Equipment, at its sole cost and expense. ONTC shall not be responsible for the payment of any Rent for such Equipment.
16. Following the remediation of a Defect pursuant to the preceding section, ONTC shall inspect and test the Equipment to determine if the Defect has been remediated, and, if so, shall advise the Supplier of its acceptance of the Equipment, or, if not, follow the procedures in the preceding section.

Ownership and Possession

17. The Equipment shall at all times remain the property of the Supplier and ONTC shall not have a property interest in the Equipment.
18. ONTC shall have quiet enjoyment of the Equipment during the term of the IEL provided it is not in default of its obligations under this Agreement.

Maintenance and Repair

19. ONTC, at its own cost and expense, shall:
 - (a) pay all charges in connection with the operation and parking/storage of the Equipment;
 - (b) make regular preventative maintenance inspection of the Equipment and service, repair and maintain the Equipment in good operating condition save for the repairs set out in Section 22;
 - (c) furnish the operating parts and all expendable items together with all supplies necessary for the proper and efficient operation of the Equipment;
 - (d) use and operate the Equipment only in the normal and ordinary course of ONTC's business and only for the purpose and uses initially represented by ONTC to the Supplier;
 - (e) cause the Equipment to be operated only by a properly trained and legally licensed operator; and,
 - (f) comply with Applicable Laws with respect to the use, maintenance, and operation of the Equipment.
20. ONTC shall not make any alterations, additions or improvements to the Equipment without the prior written consent of the Supplier. All repairs, replacements, parts, devices, accessories, and improvements furnished or affixed to the Equipment shall belong to and become part of the property of the Supplier unless otherwise agreed by the parties.
21. During the term of the IEL, ONTC shall keep the Equipment in good order and repair, ordinary wear and tear excepted and shall not waste or destroy the Equipment or any part thereof. ONTC shall maintain complete, accurate and reasonable records showing the condition, maintenance and use of the Equipment. The Supplier shall have the right to examine and inspect the Equipment and any records related thereto at such times as are reasonable under the circumstances.
22. Supplier shall, at Supplier's cost, undertake all major component repairs or replacements, including but not limited to engine, transmission, differential, and drivetrain failures, provided such repairs or replacements are not the result of negligent or improper operation by ONTC;

Liens

23. ONTC shall not permit the Equipment to become subject to any lien or encumbrance except for such lien or encumbrance created by the Supplier or its assignee.

Equipment Damage or Loss

24. If a piece of Equipment is damaged or destroyed in an accident or other occurrence or is confiscated by any governmental authority or is stolen or is abandoned (hereinafter collectively referred to as "**Equipment Loss**"), ONTC shall notify the Supplier of such occurrence as soon as possible. If the Equipment Loss renders the Equipment to be in a condition which the Supplier determines to be beyond reasonable repair, the Supplier may

terminate the IEL for that Equipment immediately and ONTC shall pay the Supplier the fair market value (as determined below) of the Equipment prior to the occurrence of the Equipment Loss, less any insurance proceeds paid to the Supplier from ONTC insurers.

Fair Market Value

25. If the IEL for a piece of Equipment is terminated due to Equipment Loss, the fair market value of the Equipment shall be determined:
- (a) by mutual agreement by the parties within ten (10) days after the occurrence of the Equipment Loss; or,
 - (b) failing agreement, to be the amount determined by an independent equipment appraiser agreed to by the parties.

Warranty

26. At the time of delivery and for the duration of the Agreement, the Supplier warrants that the Equipment shall: (a) be of good quality and workmanship and be free of deficiencies and defects (including latent defects) of design, material, quality, non-infringement, workmanship and title; (b) comply with industry accepted standards and practices; (c) comply with all Applicable Laws and all specifications, drawings, samples, and other description provided by the Supplier; and (d) be fit for the intended purpose.
27. ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Equipment and the Supplier shall cooperate with ONTC in the enforcement of the warranties against the manufacturers.

Deliverables

28. The Supplier shall, at the time of delivery of the Equipment, provide the following:
- (a) Operating Manual and Maintenance Records; and
 - (b) an orientation to the Equipment, including operation, maintenance and safety features of the Equipment, to ONTC employees.

Intellectual Property

29. The Supplier is responsible for obtaining all approvals and licenses with regarding to any Intellectual Property rights related to the Equipment.
30. The Supplier shall be liable for and fully indemnify and hold harmless ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Equipment and their use by ONTC, infringes any Intellectual Property rights. In the event that an injunction is obtained against ONTC's use of the Equipment because of patent or copyright infringement, or, if such Equipment is likely to become the subject of a claim of infringement, the Supplier shall replace the Equipment, to the satisfaction of ONTC, so that it becomes non-infringing. ONTC shall not be responsible for payment of Rent for Equipment that is unable to be used due to an infringement of Intellectual Property Rights.

Early Termination

31. ONTC may, for cause, terminate this Agreement if the Supplier defaults in the performance of any of the terms and conditions of this Agreement 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.
32. 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.
33. The parties may, by agreement, terminate this Agreement or any IEL at any time.
34. 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.

Confidential Information

35. **General Confidentiality Requirements.** The Supplier shall:
 - (a) ensure that all Supplier Parties comply with all the provisions of this Agreement relating to Confidential Information and the Supplier shall be responsible for any failure by any Supplier Party to do so;
 - (b) use Confidential Information only for the purposes of providing the Equipment;
 - (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
 - (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Supplier.
36. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Supplier shall keep confidential all Confidential Information collected on behalf of ONTC or disclosed to it by ONTC and shall protect the Confidential Information disclosed to it by ONTC, in the same manner and to the same extent that it protects its own Confidential Information. This obligation shall survive the termination of this Agreement.
37. **Disclosing Confidential Information.** The Supplier may disclose Confidential Information if:
 - (a) ONTC approves the disclosure in writing;

- (b) the Supplier is required by law to disclose it, in which case it shall promptly notify ONTC to allow ONTC the opportunity to intervene to prevent the disclosure;
 - (c) the Confidential Information is generally and publicly available; or
 - (d) the Confidential Information was disclosed to the Supplier on a non-confidential basis from a source other than ONTC which the Supplier believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
 - (e) is developed by the Supplier independently of, or was known by the Supplier prior to, any disclosure of such information made by ONTC; or
 - (f) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards or in connection with any judicial or other proceeding relating to Supplier's Equipment to ONTC or this Agreement.
38. **FIPPA.** The Supplier specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Supplier. Where the Supplier is collecting Personal Information on behalf of ONTC, the Supplier must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
39. **Breach of Confidentiality.** The Supplier acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information or an unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Supplier breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Supplier, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which ONTC may have under this Agreement or otherwise in law or in equity. This section shall continue to bind the Supplier after the expiry or termination of this Agreement.

Indemnification and Limitation of Liability

General Indemnity

40. The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses, 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 this Agreement or otherwise in connection with this Agreement. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.

Liabilities

41. **Bodily Injury and Property Damage.** 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 or that of a Supplier Party.
42. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the supply of the Equipment unless caused by the negligent act or omission of ONTC or ONTC Parties.
43. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
 - (a) neither party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a party has been advised of the possibility of such damages; and,
 - (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the 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.

Specific Indemnities

44. The Supplier shall indemnify ONTC and ONTC Parties and save them harmless from and against all Loss incurred by ONTC arising from:
 - (a) a claim by any third party against ONTC alleging that the Equipment and its use by ONTC, infringes any Intellectual Property rights;
 - (b) safety infractions committed by the Supplier under the *Occupational Health and Safety Act* or any other Applicable Laws, guidelines or public health orders regulating health and safety at the ONTC delivery location;
 - (c) any claims against ONTC for the failure of the Supplier to protect the confidentiality of Confidential Information; and
 - (d) exposure to, or the presence of, toxic or hazardous substances or materials which were either brought on to the ONTC delivery location by the Supplier or a Supplier Party and mishandled or handled negligently or improperly.
45. The sections in this part Indemnification and Limitation of Liability shall survive the expiry or termination of this Agreement.

Insurance

46. ONTC, at its expense, shall maintain during the entire term of this Agreement:
- (a) Commercial General Liability insurance with a limit of not less than \$5,000,000 per occurrence and in the aggregate; and
 - (b) Equipment insurance with a limit of not less than the value of the Equipment, insuring the Equipment against fire, theft and damage with liability for any deductible amount to be borne by ONTC.
47. The insurance shall be written in the name of ONTC but endorsed “with loss payable to the Supplier, as their interests may appear.”
48. Notwithstanding anything to the contrary, ONTC will be entitled to self-insure in respect of any or all of the insurance coverages described above. If ONTC elects not to so self-insure with regard to any of the insurance coverages, Supplier shall be entitled to take out all such insurance under its blanket insurance policies from time to time in force and with insurers and with such deductibles as Supplier may select, acting reasonably.

Force Majeure

49. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required by that party to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that party. No extension of time will be given unless the party seeking the extension submits to the other party within five business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a Notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.

Communications

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

Other warranties

51. **Anti-Corruption.** The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Supplier.

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

GENERAL

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

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

And to:
Legal Services & Corporate Governance
Legal@ontarionorthland.ca

To the Supplier at:

xxx

Attention: xxx

T: xxx

E: xxx

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

58. **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.
59. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties.
60. **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
61. **Severability.** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Supplier as though such section or part or parts thereof had never been included in this Agreement.
62. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
63. **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.
64. **Electronic Signatures, Electronic Delivery, and Counterparts.** This Agreement may be executed with electronic signatures and delivered by electronic transmission and the Parties may rely upon all such signatures as though they were original signatures. This Agreement

may be executed in counterpart and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[SIGNATURE PAGE FOLLOWS]

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

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____
Name: **XXX**
Title: **XXX**

Date: _____

I have authority to bind the corporation.

XXX

Per: _____
Name:
Title:

Date: _____

I have authority to bind the corporation.

Schedule A

Deliverables/Specifications for the Equipment

Schedule B
Supplier's Proposal

Schedule C

Individual Equipment Lease Form #XX

LESSOR:
Contact Person:
T:
E:

ONTARIO NORTHLAND
Contact Person:
T:
E:

EQUIPMENT DESCRIPTION:

DELIVERY LOCATION:

DELIVERY DATE (if different from start of term):

TERM:

RENT:

OTHER LEASE DETAILS (list any special terms for this IEL):

TERMS AND CONDITIONS:

This Individual Equipment Lease is subject to the terms and conditions of the Equipment Master Lease Agreement between the Lessor and Ontario Northland dated **XX** except as follows:

LESSOR:

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Date: _____

Date: _____

I have authority to bind the Corporation.

I have authority to bind the Corporation.

COMPLIANCE WITH CONTRACT DOCUMENTS

Proponents are required to document any proposed changes to the draft agreement attached at Appendix A of this RFP using the table below, and including same with their formal proposal.

ONTC will not consider further suggestions once the proposal has been received.

Exception	Contract, Schedule, Article, or Sub-Clause	Existing Wording	Proponent's Proposed Wording	Reason for Proposed Change
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APPENDIX B - RFP PARTICULARS

A. THE DELIVERABLES

Introduction

Ontario Northland Transportation Commission (ONTC) maintains over 100 bridges, 2,000 culverts and undertakes a rail infrastructure upgrade program spread across 700 miles of track in order to provide safe and reliable train services across Northeastern Ontario and Northwestern Quebec. As part of these programs, ONTC relies on the use of approximately seventeen (17) to forty (40) leased hi-rail vehicles each year. This amount is subject to change at any time.

ONTC is seeking proposals from interested lessors to fulfill ONTC's annual hi-rail vehicle leasing requirements by entering into a fixed term master lease agreement, from the date the agreement is executed up to and including December 31, 2029, with the option to extend the lease agreement an additional two (2), one (1) year terms, at ONTC's discretion.

Scope of Work / Specifications

ONTC's requirements for the lease program are as follows:

1. ONTC will confirm the number of vehicles and types of vehicles required for each year a minimum of 30 days prior to the required delivery date. The duration of the lease may vary for each vehicle. Many of the leased vehicles will not be required during the non-construction season. This is typically three (3) to four (4) months out of each year. ONTC will require the option to return or park these vehicles on ONTC property at no cost to ONTC during the time they are not in use.
2. Hi-rail vehicles requested are typically heavy duty or super duty crew cab pickup trucks. Models must be current and not older than four (4) years. ONTC's requirements may not be limited to pickup trucks.
3. ONTC will require the following vehicles/quantities:
 1. Ford F250 or Equivalent - Qty 23
 2. Ford F350 or Equivalent - Qty 10
 3. Ford F550 or Equivalent - Qty 5
 4. Passenger Vans - Qty 2
4. Proponents shall confirm their ability to provide the vehicles/quantities listed above. ONTC will accept equivalents as long as the requirements specified are met. Any and all alternative requests should be submitted to ONTC in writing prior to the submission deadline.
5. On average, seventeen (17) to forty (40) vehicles are required annually; however, this number may vary.

Note: For the 2026 contract term, ONTC will only require the successful Proponent to supplement additional hi-rail vehicles as it transitions from the current vendor.

6. Plates affixed to the leased vehicles will belong to ONTC and the vehicles will be listed under ONTC's insurance policy.
7. Individual lease agreements will be required for each vehicle and must provide the option for ONTC to return any leased vehicle at any time during the lease period without incurring fees, penalties, or additional charges.
8. Vehicles will be subject to the lease rate at the time of usage.
9. Proponents must provide lease-to-own structures for each leased vehicle, including initial buyout and the portion of each monthly lease payment that is credited toward the buyout amount.
10. ONTC's inspection and testing period must be thirty (30) days for each class of vehicle in order to ensure operational requirements are met.
11. Proponents must provide photographs and specifications of proposed vehicles.

B. MATERIAL DISCLOSURES

Not applicable.

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

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

3. Other Mandatory Submission Requirements

Proponents must be a Canadian business or domiciled in an International Trade Partner Country as attested to by the proponent in Appendix C.

D. MANDATORY TECHNICAL REQUIREMENTS

Not applicable.

E. PRE-CONDITIONS OF AWARD

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

- (a) Certificates of insurance as specified in the Draft Agreement;

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

F. EVALUATION CRITERIA

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

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			
1.0	Category 1: Qualitative Proposal	30	15
1.1	Company Profile	5	
1.2	References	15	
1.3	Lease-to-own options	10	
2.0	Category 2: Building Ontario Business Initiative (BOBI)	30	12.5
2.1	Supply Chain Security	20	
2.2	Business Responsiveness	10	
3.0	Category 3: Vendor Performance	10	
3.1	Vendor Performance	10	
	Total	70	
50% Minimum Threshold to be obtained in Category 1 (15/30), Category 2 (12.5/25), to Proceed to Stage 2 – Pricing Proposal. Proposals which do not meet these minimum thresholds may not be considered further.			
2. PRICING PROPOSAL			
	Pricing	40	n/a
	Total Points	110	

Technical Proposal Content Requirements

The proponent shall provide a written proposal in PDF format.

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

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

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	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. 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 ten (10) 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>Respondents shall provide a minimum of three (3) references which can speak to experience with similar projects in the last three (3) years. The references shall include:</p> <ul style="list-style-type: none"> a) Company Name b) Location c) Description of Services Provided d) Start and End Dates e) Value of the Contract f) Contact Person Name, Title and Contact Details <p><i>ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above</i></p>
1.3	<p>Proponents shall provide a lease-to-own structure for each leased vehicle, including the initial buyout value and the portion of each monthly lease payment that is credited toward the buyout amount.</p> <p>Proponents must outline how the buyout balance is calculated throughout the lease and include 1-year and 2-year buyout illustrations to demonstrate how monthly lease credits reduce the remaining buyout amount.</p>
2.0	Building Ontario Business Initiative (BOBI)
2.1	<p>Proponents shall provide a written narrative detailing their ability to meet ONTC's volume requirements and supply a range of approximately 17 - 40 hi-rail vehicles with option for ONTC to increase or decrease these requirements as needed. Vendors who cannot supply the minimum hi-rail vehicle requirements as detailed in Appendix B - The Deliverables will receive zero and may be disqualified.</p>

	<p>Proponents shall also describe how their proposed vehicles and supply chains support Ontario and/or Canadian economic activity, where feasible.</p> <p><i>Additional consideration may be given under the BOBI criterion to proponents whose proposed vehicles align with Ontario-based manufacturing or production, provided all technical and operational requirements are met.</i></p>
2.2	<p>Proponents shall provide a detailed written narrative demonstrating its ability to provide a comparable replacement hi-rail vehicle within 48 hours to one week of receiving notification, in the event of major mechanical failures or extended repair requirements. The Proponent shall also confirm that the replacement hi-rail vehicle shall remain in service until the original unit is fully repaired and returned to operation.</p>
3.0	<p>Vendor Performance</p>
3.1	<p>ONTC will assign a score for vendor performance based on the average of all ONTC evaluation scores for the Proponent, then weighted accordingly for a score out of 10. Proponents who have not had any vendor performance evaluations with ONTC will receive 4 out of 10 points.</p>

G. PRICE EVALUATION METHOD

Pricing is worth **40 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 and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

Please complete the Schedule of Prices located at **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				
6				
7				
8				

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.

5. Acknowledgment of Non-Binding Procurement Process

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

6. Ability to Provide Deliverables

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

7. Non-Binding Pricing

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

8. Addenda

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

9. 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:

10. No Prohibited Conduct

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

11. 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:

12. Disclosure of Information

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

13. 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

I/We, _____

(Name of Respondent)

having carefully examined, understood, and completed the Request For Proposals Documents as described in Appendix B - The Deliverables - Specifications, and Addenda No. _____ to No. _____ inclusive, hereby agree to enter into a Hi-Rail Vehicle Master Lease Agreement as outlined in our Proposal as follows:

Proponents shall include a list similar to the table below indicating all vehicles available, including various pickup trucks, SUVs and vans, etc.

Year	Effective Date	Type of Vehicle	Qty	Cost per month per vehicle excluding HST in Canadian funds
2026	TBD (Upon contract execution)	1. Ford F250 or Equivalent	1. 10	1. \$
		2. Ford F350 or Equivalent	2. 23	2. \$
		3. Ford F550 or Equivalent	3. 5	3. \$
		4. Passenger Vans	4. 2	4. \$
2027	January 1, 2027	1. Ford F250 or Equivalent	1. 10	1. \$
		2. Ford F350 or Equivalent	2. 23	2. \$
		3. Ford F550 or Equivalent	3. 5	3. \$
		4. Passenger Vans	4. 2	4. \$
2028	January 1, 2028	1. Ford F250 or Equivalent	1. 10	1. \$
		2. Ford F350 or Equivalent	2. 23	2. \$
		3. Ford F550 or Equivalent	3. 5	3. \$
		4. Passenger Vans	4. 2	4. \$
Optional year 4 - 2029	January 1, 2029	1. Ford F250 or Equivalent	1. 10	1. \$
		2. Ford F350 or Equivalent	2. 23	2. \$
		3. Ford F550 or Equivalent	3. 5	3. \$
		4. Passenger Vans	4. 2	4. \$

Optional year 5 - 2030	January 1, 2030	1. Ford F250 or Equivalent	1. 10	1. \$
		2. Ford F350 or Equivalent	2. 23	2. \$
		3. Ford F550 or Equivalent	3. 5	3. \$
		4. Passenger Vans	4. 2	4. \$
		Number of free kilometres per month:		
		Price per kilometre after the maximum number of kilometres per month has been reached:		