



Request for Proposals
for
Building Condition Assessment (BCA)

Request for Proposals No.: **RFP 2026 022**

Issued: **Wednesday, April 1, 2026**

Submission Deadline: **Thursday, April 30, 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 022 - Building Condition Assessment (BCA)**, 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 to complete a comprehensive Building Condition Assessment and engineering life cycle analysis of all ONTC buildings listed in Appendix B - The Deliverables.

The successful proponent will be required to complete a condition assessment of each facility and to assist ONTC in the prioritization and scheduling of maintenance and long-term capital planning and may be required to determine the functional adequacy of the primary facilities in the short- and long-term future. The functional adequacy of the primary facilities is not included in this scope of work. ONTC may, in its sole discretion, add this to the scope of work and associated workplan through a negotiated Change Order to the contract with the successful proponent if required.

The assessment will examine ONTC buildings, provide life cycle analysis, expected lifespan of facility components, identify areas of concern and make recommendations with estimated costs to correct any identified problems.

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:

Nicole Laplante
Procurement Contracts Specialist
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 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 will be in effect until the completion of the Deliverables.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Wednesday, April 1, 2026
Deadline for Questions	Thursday, April 23, 2026 at 4:00:00PM EDT
Deadline for Issuing Addenda	Monday, April 27, 2026 at 4:00:00PM EDT
Submission Deadline	Thursday, April 30, 2026 at 2:00:00PM EDT
Anticipated Execution of Agreement	Thursday, May 28, 2026
Irrevocability Period	Ninety (90) calendar days

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

1.6.2 Site Visit / Pre-Bid Meeting (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

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 fifteen (15) 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 fifteen (15) 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 Proponent 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 Proponent 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 Proponent 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 Proponent 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 Draft Agreement as attached to this Appendix A.

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made effective on **XXX** (the “Effective Date”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“**ONTC**”)

AND

XXX

(the “**Engineering Consultant**”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

1. **Definitions.** In this Agreement, the following terms have the corresponding meanings:

“**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;

“**Background Intellectual Property**” means any work of the Engineering Consultant, for which the Engineering Consultant can establish through written records, the burden of which shall be upon the Engineering Consultant, that:

- (a) existed before the Engineering Consultant commenced providing any engineering services to ONTC;
- (b) was developed independent of the Services; or
- (c) constitutes processes, methodologies, experience and know-how of the Engineering Consultant, including incremental improvements thereto, learned or developed by the Engineering Consultant during the performance of the Services,

except to the extent such Background Intellectual Property incorporates ONTC provided Intellectual Property or ONTC Confidential Information or are part of the Work Product;

“**Change Order**” has the meaning set out in Section 21;

“**Confidential Information**” includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential that was prepared by or received from ONTC, its subsidiaries, representatives or agents and all other information related to

the Agreement or acquired in connection with the Agreement, and includes Personal Information. "Confidential Information" does not include any portions of the Confidential Information that (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the Engineering Consultant; or (c) is received from an independent third party who had obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality owed to ONTC, but the foregoing exclusions shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law;

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

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

"Deliverables" means the items in Schedule A and B that are to be provided by the Engineering Consultant;

"Engineering Consultant Parties" means the Engineering Consultant and its directors, officers, principals, partners, employees, contractors and agents and those for whom it is in law responsible and **"Engineering Consultant Party"** means any one of them;

"Equipment" means all machinery and equipment, either operated or not operated, that is owned or leased by the Engineering Consultant and required for performing the Services, but is not incorporated into the Work Product;

"Fees" has the meaning set out in Section 24;

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

"Force Majeure Event" means an event or a cause beyond the control of a party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, quarantine restriction, strike, lockout or other labour disturbance, major equipment malfunction, governmental embargo, government priorities, or changes in the laws; provided such event is not caused by the affected party's negligence or failure to exercise reasonable diligence. A Force Majeure event or cause does not include an inability to pay or a lack of financial resources unless it is due to a failure of the province to approve the appropriation from the Consolidated Revenue Fund for the Services;

"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 Services;

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

“**Moral Rights**” includes all moral rights arising under the *Copyright Act*, R.S.C. 1985, c. C-42 and any foreign copyright or related act or law;

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

“**ONTC Parties**” means ONTC and its officers, directors, employees, contractors and agents and those for whom ONTC is in law responsible and “**ONTC Party**” means any one of them;

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

“**Personnel**” means Engineering Consultant Parties who/which provide Services in accordance with the Agreement;

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

“**Services**” has the meaning set out in Section 6;

“**Standard of Care**” has the meaning set out in Section 11;

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

“**Work Product**” includes information in any form prepared by or for the Engineering Consultant as part of the Services and includes without limitation the Deliverables.

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 following Schedules attached hereto form part of this Agreement:
 - (a) Schedule A – Deliverables/Scope of Work; and
 - (b) Schedule B – Engineering Consultant’s Submission.
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) Schedule A (Deliverables/Scope of Work);
- (c) Schedule B (Engineering Consultant's Submission); and,
- (d) any other documents incorporated by reference in any of the foregoing.

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

TERM

- 5. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until **XXX**, unless earlier terminated pursuant to the provisions of this Agreement (the "**Term**").

PROVISION OF THE SERVICES

- 6. **Retainer.** ONTC hereby retains the Engineering Consultant to provide the engineering, architectural and other professional services as more particularly described in Schedule A and Schedule B (the "**Services**").
- 7. **No Guarantee; Discontinuance of Services.** The Services shall be provided as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services. Despite anything to the contrary contained in this Agreement, ONTC may at any time, for any reason, discontinue part of the Services in which event ONTC shall pay the Engineering Consultant for the chargeable amounts for the discontinued part of the Services up to the date that ONTC gives the Engineering Consultant Notice of its decision to discontinue the Services, or a later date if work, already commenced by the Engineering Consultant, cannot reasonably be discontinued until such later date. This shall be the only remedy of the Engineering Consultant for discontinuance of part of the Services.
- 8. **Equipment.** The Engineering Consultant will supply Equipment that is in good repair and meets all safety standards and regulations. The Engineering Consultant shall be responsible for all costs and expenses for the Equipment including, but not limited to, repair, maintenance, replacement, insurance and fuel. In the event the Equipment fails to operate correctly during provision of the Services, the Engineering Consultant shall be responsible for all costs relating to any delay in the work of the Personnel, including compensation for the Personnel. In no event will ONTC be charged for any costs relating to the Personnel or the Equipment if the Personnel are unable to work due to Equipment failure or breakdown.
- 9. **Use of ONTC Equipment.** The Engineering Consultant may, during the provision of Services, use ONTC equipment at its own risk and with the prior approval of ONTC. The Engineering Consultant shall be responsible for any damage to ONTC property or any third

party's property or any bodily injury to or death of any person relating to the Engineering Consultant's use of ONTC equipment. ONTC makes no representations that its equipment is in good working order or is suitable for any particular purpose and ONTC shall not be responsible for any injuries to or death of Personnel of the Engineering Consultant or damage to any property of the Engineering Consultant which results from the use by the Engineering Consultant of ONTC equipment. The Engineering Consultant shall indemnify and hold harmless ONTC for any claims for Losses made against ONTC relating to the use by the Engineering Consultant of ONTC equipment.

10. **Personnel.** The Engineering Consultant shall provide the Services using the Personnel proposed in their submission attached as Schedule B. The Engineering Consultant shall not subcontract the provision of any Services nor change the Personnel without ONTC's prior written approval. The Engineering Consultant shall coordinate the activities of the Personnel, be solely responsible for their every act or omission, and for payment of all costs associated with them.
11. **Standard of Care.** The Engineering Consultant shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided. The Engineering Consultant shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise (the "**Standard of Care**"). Any Services provided by Personnel shall meet or exceed the Standard of Care and the Engineering Consultant shall be fully responsible therefor.
12. **Representations by the Engineering Consultant.** The Engineering Consultant represents and warrants that:
 - (a) the Engineering Consultant will provide the Service in compliance with all Applicable Laws and the terms of this Agreement;
 - (b) the Engineering Consultant has and will continue to have throughout the Term of this Agreement sufficient competent personnel and equipment in good working order to perform the Services as required by the terms of this Agreement and the personnel it assigns to perform the Services, whether directly or through subcontractors, have the professional expertise, skills, know-how and resources necessary to perform the Services;
 - (c) the Engineering Consultant and Personnel possess all licenses, approvals, permits, registrations, professional designations and memberships necessary to perform the Services;
 - (d) the Engineering Consultant has the financial means to meet its obligations to its employees and subcontractors and to perform the Services; and
 - (e) there are no pending, threatened, or anticipated claims or litigation against the Engineering Consultant or other circumstances that would have a material effect on the financial ability of the Engineering Consultant to perform the Services.
13. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Engineering Consultant's performance of its obligations under this Agreement. The performance evaluation of the Engineering Consultant

for the supply of these Services will be used in the assessment of the Engineering Consultant's proposals in response to future procurements. The performance evaluation may also result in the Engineering Consultant being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.

14. **Reports.** The Engineering Consultant shall provide the reports set out in Schedule A, and shall, upon request of ONTC, provide such other reports to ONTC, in a form and substance satisfactory to ONTC, about the Services.
15. **Possession.** ONTC may take possession of and use any completed or partially completed Deliverables.
16. **Form of Deliverables.** The provision of all information, documents and Deliverables by the Engineering Consultant to ONTC shall be in the native file format (e.g., CAD format) as approved by ONTC along with a PDF and/or hard copy. The Engineering Consultant shall not charge ONTC any additional fee for the provision of the Deliverables in their native file format. The Engineering Consultant shall not be held liable for native file format files to the extent they are subsequently amended or changed by ONTC without the consent of the Engineering Consultant.
17. **Schedule.** Engineering Consultant shall provide the Services within the times/schedule specified in Schedule A and shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. If costs higher than set out in this Agreement become necessary to ensure delivery of the Services by the timelines in the workplan, then the Engineering Consultant shall be fully responsible for such higher costs. If the Engineering Consultant fails to meet the times/schedule set out in Schedule A, ONTC may, at the sole cost of the Engineering Consultant and without limiting any other remedy ONTC may have at law or under this Agreement:
 - (a) retain other persons to complete the Services, and deduct the cost of such retention from any money payable by ONTC to the Engineering Consultant or, if no money is payable, invoice the Engineering Consultant for the cost; and
 - (b) the Engineering Consultant shall be responsible for all Losses, including incidental, indirect and special Losses, suffered by ONTC due to a schedule delay.
18. **Software.** The Engineering Consultant shall consult with ONTC and obtain prior written approval for the use of any software in its performance of the Services or generation of Work Product.
19. **Regulatory Approval.** Unless otherwise provided in this Agreement, where the work of the Engineering Consultant is subject to the approval or review of an authority, government or agency other than ONTC, applications for such approval or review shall be the responsibility of the Engineering Consultant. The Engineering Consultant shall submit such applications through the offices of ONTC, and, unless authorized by ONTC, the Engineering Consultant shall not seek or obtain any such approval or review by direct contact with such authority, government or agency.
20. **Inadequate Services.** The Engineering Consultant shall immediately correct at its own cost and expense, upon written request of ONTC, any Services not in conformity with the terms

and conditions of this Agreement, including with the Standard of Care, except to the extent such non-conforming Services were caused by a person who is not a Engineering Consultant Party.

CHANGES

21. **Changes.** Changes of any kind to the Services shall only be made by the Engineering Consultant upon receipt of a written change order signed by an authorized member of each party (each, a “**Change Order**”) or a Change Directive (as defined below). ONTC may at any time by issuing a Change Order or Change Directive make a change in the Services to be provided by the Engineering Consultant. The Change Order shall specify the details of the change in scope of the Services, any agreed adjustment to the Fees in respect of the change in scope of the Services and any agreed adjustment to the time for performance of the Services, whether an increase or reduction.
22. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Engineering Consultant to proceed with additional or changed work by issuing a directive signed by an authorised member of ONTC (each, a “**Change Directive**”). Upon receipt of a Change Directive, the Engineering Consultant shall immediately proceed with the changes to the Services as identified therein. The Parties shall then seek to finalize a Change Order as soon as commercially reasonable.
23. **Unauthorized Work.** ONTC shall have no liability whatsoever for any claim for payment for additional services provided or costs incurred by the Engineering Consultant which have not been authorised in advance by ONTC by way of a Change Order.

FEES

24. **Fees.** The fees which are the subject of this Agreement are set out in Schedule B (the “**Fees**”).
25. **Payment.** Except as otherwise provided for in this Agreement, ONTC shall, within thirty (30) days after receipt of an invoice, pay the Engineering Consultant the properly charged amounts shown on the invoice.
26. **Disbursements and Expenses.** The Engineering Consultant shall, at its sole cost, and at no cost to ONTC, except as specifically provided in this Agreement or agreed to by ONTC in writing, obtain and supply all work, labour, Personnel, travel, plant, accommodations, equipment, materials, supplies and administrative, technical or other support necessary to provide the Services, including insurance, local or long distance telephone, facsimile, postage, or other communication costs, and photocopying, printing or other reproduction costs. For greater certainty, the Engineering Consultant shall not, unless specifically agreed to by ONTC in writing, charge any such expenses to ONTC and such expenses are deemed to be included in the Fees.
27. **Travel Costs.** ONTC will only pay travel costs for the Engineering Consultant’s Personnel which are preapproved in writing by ONTC, and which comply with the amounts and subject to the provisions of the Management Board of Cabinet Travel, Hospitality and Meal Directive effective January 2020.
28. **Submission of Invoices.** The Engineering Consultant shall submit its invoice for the

performance of the Services to ONTC [monthly]. Invoices shall be submitted to the ONTC Representative and to pay.inv@ontarionorthland.ca. ONTC will review the invoices and, if approved, process the same for payment subject to any dispute or right of set off by ONTC. Any disputed items will promptly be brought to the attention of the Engineering Consultant.

29. **Content of Invoices.** All invoices shall be fully detailed in its makeup, accompanied by all substantiating details requested by ONTC and must show the applicable taxes as a separate line item and in sufficient detail, a cumulative invoiced to date figure and a monthly updated anticipated forecast final account figure.
30. **No Acceptance.** No payments made by ONTC under this Agreement shall constitute an acceptance of any portion of the Services which is not in accordance with the requirements of this Agreement.
31. **Records and Audit.** The Engineering Consultant shall maintain up-to-date and accurate records, which clearly identify the Engineering Consultant's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Engineering Consultant shall make available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.
32. **Invoice Review.** Despite any other provision in this Agreement, ONTC may obtain a review of any invoice rendered by the Engineering Consultant and is not required to pay such invoice until the review has been completed. ONTC is not required to pay any interest on any invoice in respect of any time during which such invoice is under review.

CONFIDENTIAL INFORMATION

33. **General Confidentiality Requirements.** The Engineering Consultant shall:
 - (a) ensure that all Engineering Consultant Parties comply with all the provisions of this Agreement relating to Confidential Information and the Engineering Consultant shall be responsible for any failure by any Engineering Consultant Party to do so;
 - (b) use Confidential Information only for the purposes of providing the Services;
 - (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
 - (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Engineering Consultant.
34. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Engineering Consultant shall keep confidential all Confidential Information collected on behalf or 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.
35. **Disclosing Confidential Information.** The Engineering Consultant may disclose Confidential Information if:

- (a) ONTC approves the disclosure in writing;
 - (b) the Engineering Consultant 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;
 - (d) the Confidential Information was disclosed to the Engineering Consultant on a non-confidential basis from a source other than ONTC which the Engineering Consultant believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
 - (e) is developed by the Engineering Consultant independently of, or was known by the Engineering Consultant 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 Engineering Consultant's Services to ONTC or this Agreement.
36. **FIPPA.** The Engineering Consultant specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Engineering Consultant. Where the Engineering Consultant is collecting Personal Information on behalf of ONTC, the Engineering Consultant must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
37. **Breach of Confidentiality.** The Engineering Consultant 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 a unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Engineering Consultant breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Engineering Consultant, 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 Engineering Consultant after the expiry or termination of this Agreement.

PERSONAL INFORMATION

38. **Purpose.** Personal Information may be received by, created, collected, processed, used, maintained, disclosed, or disposed of by the Engineering Consultant only for the purpose of providing the Services under the Agreement, and in strict compliance with Privacy Laws and ONTC policies related to the protection of Personal Information.
39. **Security.** The Engineering Consultant will implement appropriate technical and organizational measures designed to keep Personal Information secure and to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal

Information. The Engineering Consultant shall advise ONTC promptly of any anticipated or actual loss of Personal Information.

40. **Third Party.** The Engineering Consultant shall not disclose or transfer any records containing Personal Information to a third party except with the informed prior written consent of ONTC.
41. **Return.** The Engineering Consultant shall return all of ONTC's Personal Information when this Agreement ends or earlier if requested by ONTC.
42. **Survival:** The parts "CONFIDENTIAL INFORMATION" and "PERSONAL INFORMATION" shall survive the expiry or termination of this Agreement.
43. **Precedence:** The privacy provisions of FIPPA and this part "PERSONAL INFORMATION" shall supersede the provisions of the part "CONFIDENTIAL INFORMATION" with respect to the collection, retention, use, disclosure and disposal of Personal Information.

INTELLECTUAL PROPERTY

44. **Intellectual Property.** The Engineering Consultant has developed and uses certain Intellectual Property in respect of the provision of the Services (the "**Background Intellectual Property**"). ONTC acknowledges that the Background Intellectual Property is the sole and exclusive property of the Engineering Consultant and ONTC shall not acquire any right, title or interest therein other than the right to use and access the Background Intellectual Property during the Term. For greater certainty, ONTC is specifically prohibited from reproducing or recreating any such Background Intellectual Property either during the Term or at any time thereafter.
45. **Work Product.** All information in any form prepared by or for the Engineering Consultant as which forms part of the Work Product, unless approved by ONTC in writing to the contrary, shall vest in ONTC and is the sole and absolute property of ONTC as and when created. The Engineering Consultant hereby irrevocably assigns and conveys, and agrees to assign and convey, without further consideration, all right, title and interest in and to the Intellectual Property in the Work Product, in perpetuity and throughout the world, to ONTC and its successors and assigns.
46. **Use of Intellectual Property.** The Engineering Consultant shall promptly sign all documents and take all actions that may be necessary to ensure that ONTC owns all the rights in and to the Work Product Intellectual Property. Except for retaining a copy as required by any applicable law, the Engineering Consultant shall return to ONTC or destroy, at the option of ONTC, all Intellectual Property in the Work Product at the expiry or termination of this Agreement. The Engineering Consultant shall not under any circumstances use the Work Product for the benefit of any other client of the Engineering Consultant.
47. **Licence.** The Engineering Consultant shall provide ONTC, at the Engineering Consultant's cost, with a perpetual, irrevocable, royalty-free, non-exclusive, fully transferable, fully paid-up licence to:
 - (a) use such of the Background Intellectual Property as is required for the use of the Intellectual Property in the Work Product, in whole or in part;

- (b) disclose any Background Intellectual Property to any person who requires such Background Intellectual Property in respect of any of the actions referred to in (a);
 - (c) use, reproduce, copy, transmit, modify and create derivative works from any Background Intellectual Property in respect of any of the actions referred to in (a); and,
 - (d) sublicense any or all rights granted to ONTC under this section to any person who provides goods or services to ONTC in respect of any of the actions referred to in (a).
48. **Moral Rights.** The Engineering Consultant waives all Moral Rights in the Work Product as against ONTC, and its successors, assigns and licensees. The Engineering Consultant shall ensure that anyone other than the Engineering Consultant who has any Moral Rights in the Work Product, waives all such Moral Rights as against the Engineering Consultant and ONTC.
49. **Representations.** The Engineering Consultant represents and warrants to ONTC as follows:
- (a) there is not a claim, demand or suit respecting any part of the Work Product, the Intellectual Property or the Background Intellectual Property;
 - (b) there is no potential claim, demand or suit that the Engineering Consultant is aware of respecting the Work Product, the Intellectual Property or the Background Intellectual Property, in whole or in part, that could affect the performance, function or use of the Work Product, Intellectual Property or Background Intellectual Property, in whole or in part, as intended by this Agreement;
 - (c) before transferring ownership in the Work Product to ONTC, the Engineering Consultant is the exclusive owner of, and has good and marketable title to, all the Work Product. Except in regard to the Background Intellectual Property, there is no ownership interest, agreement option or other right, title, benefit, interest or privilege outstanding in favour of any person for the purchase or licence from the Engineering Consultant of, or any lien in favour of any other person in, any of the Work Product; and
 - (d) the Engineering Consultant has the right to grant the licence rights in the Background Intellectual Property and will obtain such rights from subcontractors as required to comply with this Agreement.
50. **Third Party Intellectual Property Rights.** The Engineering Consultant shall be liable for and indemnify and hold harmless ONTC against any liability, whether direct or indirect, or Losses arising out of a claim by any third party against ONTC alleging that the Intellectual Property in the Work Product and its use by ONTC, infringes any third party Intellectual Property rights. This section shall survive the termination of this Agreement.
51. **Infringement Defiance.** ONTC shall have the first right to conduct and exercise sole control of any defense of an alleged violation or infringement by a third party of the Intellectual Property in the Work Product. ONTC shall have the sole right to instruct counsel with respect to all steps in such litigation, including the settlement thereof, after consulting in good faith with the Engineering Consultant. The Engineering Consultant shall co-operate in any such proceeding by providing relevant documents, testimony, and such other assistance as may reasonably be requested by ONTC from time to time.

INDEMNITY AND LIMITATION OF LIABILITY

52. **General Indemnity.** The Engineering Consultant shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise as a result of any breach of the terms of this Agreement by the Engineering Consultant or by any act or omission of the Engineering Consultant or a Engineering Consultant Party, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or an ONTC Party or those for whom it is in law responsible. The Engineering Consultant 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.
53. **Specific Indemnities.** The Engineering Consultant shall indemnify ONTC and ONTC Parties and save them harmless from and against all Losses incurred by ONTC arising from:
- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Engineering Consultant Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Engineering Consultant Parties under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
 - (b) any health, medical disability or similar claims which the Engineering Consultant or Engineering Consultant Parties may have during or after the Term of this Agreement;
 - (c) any claim by any third party against ONTC alleging that the Work Product and its use by ONTC infringes any Intellectual Property Rights;
 - (d) any claim against ONTC arising from the failure of the Engineering Consultant to protect the confidentiality of Confidential Information; and
 - (e) safety infractions committed by the Engineering Consultant under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
54. **Bodily Injury and Property Damage.** The Engineering Consultant shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's physical property by an act or omission of the Engineering Consultant or a Engineering Consultant Party during the provision of the Services.
55. **Engineering Consultant Losses.** The Engineering Consultant shall be liable for any claims arising from any personal injuries to or death of any of the Engineering Consultant Parties or from any loss of or damage to any property belonging to the Engineering Consultant or Engineering Consultant Parties during the provision of the Services unless caused by the negligent act or omission of ONTC or ONTC Parties.
56. **Waiver.** The Engineering Consultant waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any

property belonging to the Engineering Consultant or Engineering Consultant Parties and for any loss or damage of the Engineering Consultant unless caused by the negligent act or omission of ONTC or ONTC Parties.

57. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
- (a) neither party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a party has been advised of the possibility of such damages; and
 - (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term 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.
58. **Survival.** The sections in this part “**INDEMNITY AND LIMITATION OF LIABILITY**” shall survive the expiry or termination of this Agreement.

INSURANCE

59. **Insurance Coverage.** Without restricting the generality of the provisions in this Agreement related to indemnification, the Engineering Consultant 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 with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, with no limitations on or exclusions from coverage arising from working on or around railway property, including environmental and pollution liability, bodily injury, personal injury, death and damage to property, including loss of use thereof, in a form satisfactory to ONTC and endorsed to provide “Ontario Northland Transportation Commission” with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage and including “Ontario Northland Transportation Commission” as an additional insured;
 - (b) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide “Ontario Northland Transportation Commission” with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage and in the following forms: standard owner’s form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Engineering Consultant, and standard non-owned automobile form policy including standard contractual liability endorsement; and
 - (c) Professional Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence and subject to an annual aggregate of not less than two million dollars (\$2,000,000).

60. **WSIB.** If the Engineering Consultant is subject to the *Workplace Safety and Insurance Act*, it shall submit a valid Workplace Safety and Insurance Board clearance certificate of Workplace Safety and Insurance Act coverage to ONTC upon request.
61. **No Waiver.** If ONTC fails to demand any certificate for insurance or otherwise fails to demand other evidence of full compliance with this part or fails to identify a defect from evidence provided, ONTC has not waived, and ONTC will not be deemed to have waived, any of the Engineering Consultant's obligations regarding insurance. The Engineering Consultant will ensure that each insurer which provides insurance will, as applicable, provide a waiver of subrogation to ONTC.

CONFLICT OF INTEREST

62. **Conflict of Interest.** The Engineering Consultant shall:
- (a) avoid any Conflict of Interest in the performance of the Services and execution of this Agreement; and
 - (b) immediately disclose to ONTC any actual or potential Conflict of Interest that arises during the performance of the Services and execution of the Agreement.
63. **Resolution of Conflict of Interest.** If a potential or actual Conflict of Interest of the Engineering Consultant arises during the Engineering Consultant's provision of the Services,
- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
 - (b) ONTC has the right to prescribe the manner in which the Engineering Consultant should resolve the Conflict of Interest; and
 - (c) ONTC may terminate the Agreement immediately upon Notice to the Engineering Consultant if the Engineering Consultant fails to disclose any actual or potential Conflict of Interest, if the Engineering Consultant fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

FORCE MAJEURE, SUSPENSION AND TERMINATION

64. **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 (5) business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a Notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.

TERMINATION

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

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

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

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

67. **ONTC Remedies.** Without limiting the right of ONTC to pursue any remedy available to it in law, if this Agreement is terminated early for any reason other than those described in Section 65(a) or (d), then:

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

CORRUPTION, FORCED LABOUR, SANCTIONS

68. The Engineering Consultant warrants that:

- (a) 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 this Agreement with the Engineering Consultant;

- (b) 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 Engineering Consultant becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to this Agreement, the Engineering Consultant shall report the incident to ONTC immediately;
 - (c) it is unaware of any forced labour or child labour being used at any step of the production of goods produced, purchased or distributed by it in Canada or elsewhere or for the production of goods imported by the Engineering Consultant; and
 - (d) 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 Engineering Consultant shall comply with the reporting requirements under the Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9.
69. 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 Engineering Consultant 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. ONTC relies on such undertaking from the Engineering Consultant to enter into this Agreement, and any breach of such undertaking shall entitle ONTC to terminate this Agreement for default and to recover damages from the Engineering Consultant, including excess re-procurement costs.

COMMUNICATIONS

70. ONTC or the Government of Ontario will lead and make any announcements relating to this Agreement and the Services. The Engineering Consultant 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 or the Services unless prior written consent is given by ONTC. Should the Engineering Consultant 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 or the Services, the Engineering Consultant shall provide no comment and shall immediately notify ONTC. The Engineering Consultant shall immediately notify ONTC if it becomes aware of any publication or announcement relating to the Agreement or the Services.

GENERAL

71. **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 ensure 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.

72. **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:

E:

And to:

Legal Services & Corporate Governance

Legal@ontarionorthland.ca

To the Engineering Consultant at:

xxx

Attention: xxx

T: xxx

E: xxx

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

73. **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.
74. **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.
75. **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.
76. **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 Engineering Consultant as though such section or part or parts thereof had never been included in this Agreement.

77. **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.
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. **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/Scope of Work

Schedule B

Engineering Consultant's Submission

APPENDIX B - RFP PARTICULARS

A. THE DELIVERABLES

Summary

Ontario Northland Transportation Commission (ONTC) is seeking proposals to complete a comprehensive Building Condition Assessment (BCA) and engineering life cycle analysis of all ONTC buildings listed in Appendix A. The successful Proponent will be required to complete a condition assessment of each facility and to assist ONTC in the prioritization and scheduling of maintenance and long-term capital planning and may be required to determine the functional adequacy of the primary facilities in the short- and long-term future. The functional adequacy of the primary facilities is not included in this Scope of Work. ONTC may, in its sole discretion, add this to the Scope of Work and associated workplan through a negotiated Change Order to the contract with the successful Proponent if required.

The assessment will examine ONTC buildings, provide life cycle analysis, expected lifespan of facility components, identify areas of concern and make recommendations with estimated costs to correct any identified problems.

The objectives of the assessment are to:

- Identify the existing major building systems/ components and the conditions
- Identify major defects and deficiencies in the buildings.
- Identify buildings within areas 1, 2 and 3, as specified by ONTC.
- As part of preliminary environmental screening, identify areas of potential environmental concern (i.e., potential contamination and designated substances) related to building facilities and immediate property. While comprehensive Environmental Site Assessment (ESA) and designated substances surveys are not part of this Scope, the preliminary environmental screening should aim to satisfy the general desktop review, interview and non-intrusive site inspection components of these processes, providing a high-level summary of potential areas of concern.
- Provide a comprehensive plan to strategically and efficiently reduce the current backlog of deferred maintenance and necessary capital improvement projects.
- Provide a basis for forecasting funding requirements for capital improvement facility planning for all locations over the next 20 years. Forecasting shall assume an annual inflation rate of 3%.
- Provide a baseline for setting priorities for the maintenance, repair, enhancement or replacement of facilities and their component systems. Baseline should consider code and/ or health and safety issues.

A Building Condition Assessment (BCA) was conducted in 2021 for all ONTC buildings, with the exception of sea cans and maintenance and storage sheds. Over the past five years, ONTC has completed various renovations, construction projects, upgrades, demolitions, and new building

developments to address the recommendations and improve its building portfolio. Copies of the 2021 BCA will be provided as part of the RFP within the SharePoint Site. ONTC is now looking to conduct a new BCA to re-baseline the ONTC Buildings, portfolio health and to support capital planning.

Background Information

ONTC is an agency of the Province of Ontario, with the head office located in North Bay. The company provides reliable and efficient transportation services throughout northern Ontario with connecting services to Manitoba, western Quebec and southern Ontario.

ONTC's services include:

- The Polar Bear Express passenger rail service (providing the only all-season land link between Cochrane and Moosonee).
- Passenger rail service (Northlander) between Toronto and Timmins.
- Rail freight services.
- Rail mechanical and remanufacturing services; and Motor Coach services throughout Northern Ontario connecting to Toronto, Sault Ste. Marie, Thunder Bay, Winnipeg and Ottawa.

The majority of ONTC buildings were built between 1900 and 1980. The buildings vary in terms of age, design, construction methods, and materials. The buildings are located in the Northern Ontario region, with the majority being located in North Bay, Cochrane, Englehart and Moosonee.

The buildings can be grouped into four categories:

A. Rail Buildings

1. Shop and yard complex's
2. Maintenance and storage sheds
3. Residential buildings

1 - The shop and yard complexes: Composed of two or more facilities (usually connected to train tracks) including a yard office, stores building/warehouse and service and storage sheds located typically along the tracks.

The main facilities are:

- North Bay shop complex.
- Englehart shop complex.
- Cochrane shop complex.
- Rouyn-Noranda shop complex
- Moosonee station complex and residential houses.

The shops service locomotives and train cars. (e.g. Car shops, Paint shops, Mechanical shops and Diesel shops).

- Diesel shops service and repair locomotives (including engine overhaul).
- Car shops service and repair rail cars (passenger cars, tank cars, boxcars)
- Wheel shops repair and fabricate wheel sets.

Shop buildings are composed of office spaces and shop areas. The office space is typically composed of one or more offices, a meeting room, eating areas and bathrooms. The shop area contains train tracks, platforms and drop tables, cranes, compressed air installation, mechanical and electrical rooms, lunchroom, locker room showers and bathrooms.

Stores buildings (stand-alone or attached building): used to store inventory items. Typically, stand-alone store buildings comprise of office space, bathrooms, a lunchroom and a locker room.

Yard offices are located in the rail yard. Usually, it contains office space, eating areas and bathrooms.

2 - Maintenance and storage sheds: Located along the tracks, accessible only by train or Hi-rail trucks.

In this RFP, the maintenance and storage sheds and sea cans are considered to be secondary buildings and are excluded from the Scope of Work.

3 - Residential buildings: Typically located near the rail tracks, used to accommodate track maintenance crew, known as bunkhouses.

B. Motor Coach Service Buildings

- a) Maintenance and garage facilities with office space. (e.g. North Bay Motor Coach services and Timmins Bus Garage)

C. Office Buildings

(e.g. Corporate Office building located in North Bay, ON)

D. Service Facilities

- a) Hotels (e.g. Station Inn Hotel located in Cochrane, ON)
- b) Bus and train stations

A designated substance report was completed in recent years which included a review of mold, asbestos, lead paint, benzene, silica, etc. Copies of the DSS report will be provided as part of the RFP within the SharePoint site.

The successful Contractor shall inform all workers under their jurisdiction of the presence of Designated Substances on ONTC property and provide and use their own proper PPE as and when required.

General Requirements

General Overview

The successful Contractor will be required to provide all labour, materials and equipment required to undertake a full technical assessment of the physical condition of ONTC buildings, their components and the immediate surrounding area of the properties.

The assessment shall include a Building Condition Assessment (BCA) with supplementary Preliminary Environmental Screening. The prescribed work shall include a desktop review of the available reports/ information, as well as a site visit/ inspection to visually inspect, gather information from ONTC interviews and take measurements only (i.e., non-intrusive, without sampling).

The successful Contractor shall provide, as required, professional consulting services in the following disciplines:

- Architectural
- Structural
- Mechanical
- Electrical
- Building Envelope
- Sustainability and Environmental Protection
- Phase I and II Environmental Site Assessment
- Life Safety
- 360° capture of buildings for virtual walkthroughs
- Energy Efficiency
- Site Topography
- Thermal imaging on specified roofs
- Underground infrastructure scoping

Site Visits and ONTC Interviews

The successful Contractor shall carry out all aspects of the assignment:

- In a manner that minimizes disruption to occupants, staff and site operations, and with good staff liaison.
- With quality control of report findings.
- In conformance with the Occupational Health and Safety Act and Regulations. The successful Contractor shall inform ONTC **immediately** regarding any immediate life safety or hazardous situations discovered. Recommendations are to be provided in accordance with codes, regulations and standards of authorities having jurisdiction.

ONTC is regulated by the Canada Labour Code for workplace health and safety.

- With well-coordinated and experienced teams comprised of high-level senior specialists and experienced staff.

When required and based on professional engineering judgement, ONTC will provide labour to relocate any items, when possible, and/ or remove finishes to expose main structural elements that need to be inspected. The Contractor shall provide enough notice to ONTC to make the necessary arrangements.

Building condition assessment and preliminary environmental screening site inspections should be timed concurrently, for efficiency.

- Building inspections shall be carried out in compliance with ASTM Standard E 2018.
- Preliminary environmental screening (i.e., desktop review, interviews and site inspection) for potential contamination shall be carried out in general compliance with Ontario regulations (O.Reg.) 153/04 Records of Site Condition (or the Environment Quality Act and associated regulations for properties in Quebec) as well as Canadian Standards Association (CSA) Z768-01 standards, with the intention of providing a high level summary of findings for each building/ property.
- Preliminary environmental screening for designated substances (i.e., desktop review and interviews) shall be carried out in general compliance with O. Reg. 490/09 Designated Substances and Occupational Health and Safety Act, with the intention of providing a high-level summary of findings for each building/ property. Only qualified construction and building professionals may perform inspections. Include with the proposal a list of the proposed construction and building professionals to be included in the assessment team.
- All assessments reports shall be reviewed by Professional Engineer(s) and/or Architect(s) registered and in good standing in the province in which the subject building is located.
- All preliminary environmental screening (i.e., to be completed concurrently with the building condition assessment) shall be carried out by an experienced Environmental Consultant/ Specialist.

The successful Contractor will visually inspect facilities and properties. Specifically, ONTC requires the assessment to focus on the following components:

- **Heating and Cooling System:** identify boilers, furnaces, and major labeled equipment.
- **Ventilation System:** identify the ventilation systems and assess overall condition. Any ducting and piping to be measured.
- **Roofing System:** identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. Observe for evidence of material repairs, significant ponding or evidence of material roof leaks. Identify levels of existing insulation and any defects by using methods such as thermal scanning.
- **Electrical System:** identify the electrical service provided and distribution system at the subject property. Observation and evaluation will include switchgear, transformers,

emergency generators and main distribution panels. Thermal scanning shall be completed for all critical systems and all major distribution components, such as MCC's, main service panels, circuit panels, switchgears, disconnects and transformers.

- **Plumbing:** identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production, sanitary and storm sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems).
- **Building Envelope:** identify the material elements of the building exterior, including walls, doors, windows, and fire escapes. This will also include the façade, curtain-wall systems, glazing, siding, exterior sealant, exterior balconies if any, and stairways. Complete 360° captures of the building envelope and site surroundings to provide a navigable visual record.
- **Structural Components:** evaluate the footings, foundations, slabs, columns, floor framing system and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. This is to be a visual inspection only and no structural testing of components or materials will be undertaken unless authorized by ONTC.
- **Site Paving:** observe and evaluate the site paving components including paving, curbs, drains and sidewalks.
- **Potential Contamination:** visually inspect, document and evaluate buildings, facilities and immediate property for potential environmental contamination (e.g., above-ground or underground storage tanks, soil/ material/ waste stockpiles and/ or staining, general description of chemical containers and storage, presence of chemical odours, existence of wells, drainage/ waterways and other potentially vulnerable features, etc.) to the extent feasible through visual inspection and desktop review.
- **Designated Substances:** visually inspect, document and evaluate buildings, facilities and immediate property for potential designated substances concerns (e.g., presence/ absence of potential asbestos, lead from aged paint/ paint chipping, heavy metals and petroleum chemicals, silica, mercury, and PCB containing structures, etc. – to the extent feasible through visual inspection and desktop review).

Please note, ONTC will have high interest in any potential PCB equipment/ findings by the Consultant, as these must be identified, confirmed and addressed by ONTC under PCB Regulations.

Structural Assessment:

The structural assessment shall be carried out by a Structural Engineer(s) registered in good standing in the province in which the subject building is located (i.e. Ontario or Quebec). The structural assessment is to be preliminary and **based on visual inspection** and the review of the available documentation. The review is intended to assess the condition of accessible structural components to identify any indication of structural distress pointing to possible structural inadequacy or conditions that could lead to structural deterioration.

The engineer is required to:

- Comment on the adequacy of the primary structural systems to the extent possible using non-destructive methods.
- Survey the condition of the building to identify:
 - a. Structural construction defects,
 - b. Signs of structural damage, distress or deformation
 - c. Signs of significant deterioration.
- Assess the use of the building to identify apparent deviations from intended use, misuse or abuse that is or could negatively impact the structural components of the building.
- Review any additions and alterations that may cause an adverse effect on the structure.
- Identify any building envelope conditions that may adversely affect the structural system.

If a detailed assessment requires invasive investigation and/ or structural numerical analysis is deemed to be required for a proper assessment, the Contractor shall provide ONTC with a report stating the reasons and the timeframe to complete the assessment including details and associated costs. The Contractor must not proceed with any such work without the prior written approval of the ONTC.

The Contractor shall assess the underground infrastructure as directed by ONTC, this will include the sewer lines, sanitary lines, catch basins, duct banks and manholes.

Cost Estimates

Cost estimates must reflect industry standards and reasonable engineering judgement. Acceptable sources such as but are not limited to, RSMeans and Marshall & Swift (M&S).

Cost estimates should include construction hard and soft costs, such as but are not limited to:

- Mobilisation cost
- Demolition and removals
- Disposal of materials
- Commission and testing
- Security and health and safety set up (if required)
- Proponent mark ups
- Demonstration training and closeout documents
- Demobilisation and cleaning of site

Cost estimates shall consider the level of difficulty, associated risks, and geographic location of the work. For Area 3, this includes allowances for delivery costs and living-out expenses for remote locations such as Moosonee. Any percentage-based cost markups applied by the Contractor must be reviewed and agreed upon by ONTC.

For reference ONTC uses areas to classify building locations:

- Area 1: North Bay and surrounding areas

- Area 2: Temagami to Timmins (inclusive of Rouyn-Noranda)
- Area 3: Cochrane to Hearst (West) and Moosonee (North)

Scope of Work

ONTC's Proposed Approach and Execution Plan

ONTC's proposed execution plan is to break the work down into three key phases, phase 1, phase 2 and phase 3.

Phase 1 will comprise of the desktop review of current documents supplied by ONTC, site visits of all the required buildings, inclusive of reviewing components, taking measurements, photos and 360° virtual walkthroughs and information gathering via interviews with ONTC staff. ONTC will escort the Contractor to all the required buildings/ sites and will share information about ongoing repairs, replacements, planned demolitions and renovations which may impact the report and recommendations.

Phase 2 will consist of the completion of the pilot report, each BCA report and include amendments to the reports following the feedback provided by ONTC. ONTC are proposing the BCA reports are completed in 4 batches, to support the progress of the project and review of each building report. ONTC will provide comprehensive feedback, and each batch will be reviewed by ONTC staff who work within the specified area.

Phase 3 will require the Contractor to present the findings of the building portfolio and finalized report to ONTC executives.

Phase 1

General Overview

Phase 1 will include the desktop audit of required drawings, PDF's, designated substance reports (DSS) the 2021 BCA report as well as interviews with ONTC staff and site inspections of all required buildings. Contractors are to provide complete site inspections, field data collection and condition assessments, considering capital repair items (as opposed to maintenance level items).

The building condition assessment should review but is not limited to:

- Site paving
- HVAC
- Roofing
- Electrical
- Plumbing
- Building envelope
- Structural systems
- Underground infrastructure scoping

Site inspections shall also include preliminary environmental screening to identify, document and evaluate potential contamination and designated substances issues related to the buildings and/ or immediately surrounding property. The intention of this effort is to provide a high-level summary

and overview of potential environmental concerns to help ONTC evaluate potential next steps for the properties, as needed.

At the start of each building or facility assessment, the successful Contractor will interview identified staff to understand what improvements have been made in the last three (03) years, what improvements are planned in the next three (03) years, and if any known problems/ issues exist or have existed, including potential contamination, presence/ absence of designated substances and/ or other environmental concerns.

The successful Contractor will conduct onsite inspections of the occupied and vacant buildings, as well as the immediate surroundings of the property, to provide interior and exterior assessment of conditions. The inspections must be done using a **standardized, documentable inspection process that provides accurate, consistent and repeatable results.**

Codes, Standards, Regulations and Guidelines

Onsite inspections shall be conducted using applicable codes and accepted industry standards.

The codes, standards, regulations and guidelines will include, but are not limited to:

1. National Building Code
2. Ontario Building Code
3. Quebec Construction Code
4. National Fire Code
5. Ontario Fire Code
6. Quebec Fire Code
7. Ontario Electrical Safety Code
8. Quebec Electrical Code
9. CSA Standard C 282-09 Emergency Electrical Power Supply for Buildings
10. Authorities having jurisdiction (Local Building Department Requirements, Local Fire Department Requirements)
11. Ministry of the Environment - Environmental Protection Act
12. Natural Gas Utilization Code
13. CSA B64.1 - Backflow Preventors
14. CAN/ULC Standard S536, Inspection and Testing of Fire Alarm Systems
15. NFPA 13, Standard for the Installation of Automatic Sprinkler Systems

16. NFPA 14, Standard for the Installation of Standpipe Systems
17. NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection
18. NFPA 110, Standard for Emergency and Standby Power Systems
19. Technical Service and Safety Authority (TSSA) Regulations
20. Model National Energy Code of Canada
21. ASHRAE Standards Guidelines and Handbooks and SMACNA Manuals
22. Leadership in Energy and Environmental Design (LEED)
23. Ontario regulations (O. Reg.) 153/04 Records of Site Condition and CSA Z768-01 (Phase I Environmental Site Assessment) standards
24. Ontario regulations (O. Reg.) 490/09 Designated Substances and Occupational Health and Safety Act

Desktop Review

Data Gathering and Review: (Base Bid Price)

- Before site inspection, gather and review all relevant background information. ONTC will provide digital and hard copies of all the available record drawings, reports, site plans, and any other relevant documents for each facility upon contract execution.
- When required, the successful Contractor shall contact the municipal building department to request records of the subject facility. This work will be done on a time basis using the hourly rates provided by the successful Contractor and upon the written approval of ONTC.

Heritage Assessment - Older buildings: (Base Bid Price)

- Review of local, provincial and national heritage registries to verify if any heritage easements or designation are in place.
- Review the Standards and Guidelines for Conservation of Provincial Heritage properties (http://www.mtc.gov.on.ca/en/heritage/heritage_s_g.shtml) to verify the status of the building.

Facility Condition Assessment: (Base Bid Price)

In addition to the items listed in the general requirements, the building assessment services shall include, but are not limited to:

- Collection of information through review of existing building documents to develop an understanding of the structure's age, design, and function.

Proposed Timelines for Phase 1

Dates	Proponent Report and ONTC Feedback
June 3, 2026	Kick Off Meeting
June 4 - 12, 2026	Desktop review of the available reports/ information
June 15 - July 3, 2026	Site visits and ONTC interviews
July 15, 2026	Pilot report for one building for ONTC to review

Site Inspection and ONTC Interview Requirements

Data Gathering and Review: (Base Bid Price)

- Prepare and conduct surveys and interviews. Document all collected data.

Heritage Assessment - Older buildings: (Base Bid Price)

- Include findings in the final report.

Facility Condition Assessment: (Base Bid Price)

In addition to the items listed in the general requirements, the building assessment services shall include, but are not limited to:

General Facility Condition Assessment Requirements:

- Collection of information through site visits, meetings and interviews with facility administration and key maintenance personnel and other knowledgeable persons identified by ONTC or the tenant representative to develop an understanding of the structure's age, design, function and defects for its **current and future use**.
- Meetings and site visits coordination.
- Walk-through survey to document accessible systems, components, and features to determine general conditions and potential defects or deficiencies.

Structural, Mechanical and Electrical Facility Condition Assessment Requirements:

- Conduct a detailed **structural assessment** of the subject building for its intended use and identify defects and deficiencies that will need to be addressed. Any small defects should be grouped together in one work envelope and required completion year, so work can be addressed within larger projects. Thermal scans are to be completed on each building roof, unless deemed unnecessary by ONTC due to recent roof replacements, renovations and repairs.

- Conduct a detailed assessment of the **mechanical and electrical** systems for their intended use and identify defects and deficiencies that will need to be addressed.
 - **Mechanical:** The HVAC system should be described and include data on the equipment's specific location, age, life expectancy, and condition. It should be noted if the system can be considered adequate for heating/ cooling air distribution at engineering level. The air distribution assessment must include information such as whether it is present, to what amount and how it is controlled. Adequacy levels may be determined via (but not limited to) block calculation methods and published engineering check figures.
 - **Electrical:** detailed review and analysis of all major distribution components, which may consist of (but not limited to) MCC, main service panels, transformers, disconnects, lighting and floor circuit distribution, Fire Alarm, security systems, PA and emergency power. Major electrical components in the buildings are to be labelled and given unique identifying names within the BCA report. Electrical components such as Telephone and data/ IT systems are excluded from the Scope of Work.
 - Conduct a detailed **building envelope** assessment to identify any defects or deficiencies that will need to be addressed, including but not limited to, the roof, window systems, and facades. Thermal scanning to be completed on any roofs specified by ONTC. Any small defects are to be grouped together in one envelope and one recommended year. Complete 360° virtual walkthrough of buildings and the immediate surrounding areas, that will provide a street view style walkthrough of the accessible interior and exterior areas. This is to enable remote review of building and major equipment deficiencies.
 - Conduct a detailed assessment of **site and grounds** (pavement, curbs, loading docks, walks, landscaping, irrigation, site drainage, exterior lighting, walls, fencing/railings, signage, parking and exterior amenities, etc.).
 - **Plumbing:** Assess all visible drainage systems and all underground infrastructures exterior to the building using visual and/ or camera video inspection, including but not limited to storm lines, sewer lines, water mains, gas lines, etc. Assessments should detail the condition and note any deficiencies in the plumbing systems for the building. Camera video assessments to be used where necessary to fully ascertain the condition of the subject system such as sewer lines and storm lines.
 - Conduct **preliminary environmental screening** to identify, document and evaluate potential contamination and designated substances issues related to the buildings and/or immediate property to provide a high-level summary and overview of potential environmental concerns.
 - Perform a general Condition Assessment of the buildings with respect to current **National and Provincial building codes, safety requirements, and National and Provincial fire codes**. Identify non-code compliance issues and make proper recommendations. Include costs to create compliance. THE SUCCESSFUL CONTRACTOR SHALL USE THE MOST STRINGENT CODE.
 - **Energy efficiency:** Review energy efficiency of lighting, water heating, water consumption and HVAC elements.
 - **Fire safety:** Assess fire routes and the locations of fire hydrants and their related components.

- Site elements, outbuildings and other secondary structures not affixed to primary facilities are to be included (e.g. Main building, storage sheds, auxiliary shops, fuel dispensing stations, rail turntables, sand towers and other structures on a single property shall be accounted for in the report). There is only one rail turntable located in the North Bay Shop complex and it is used to rotate locomotives and train cars.
- Check all dates buildings were built with ONTC to ensure the dates are accurate from the previous BCA and building list provided.
- For all defects and components addressed in the BCA report the Contractor is to provide photos and unique identifying names/ codes for ease of identifying the defects and requirements listed in the report.
- Document any additional considerations.
- Document any interview comments and review findings.

360° Virtual Walkthrough Capture (360° Base Scope):

The Contractor is to provide a navigable visual record of buildings for remote familiarization, high-level condition review, and portfolio documentation. This deliverable is intended for visualization and documentation purposes only and is not survey-grade.

The Contractor shall:

- Capture 360° virtual walkthroughs of all accessible interior and exterior areas.
- Include primary circulation areas, representative spaces, mechanical and electrical rooms (where safe/ authorized), and building envelope where accessible.
- Provide continuous navigable viewpoints enabling remote review by stakeholders.

Technical Requirements

- Capture using 360° cameras or equivalent mobile walkthrough technology.
- Typical viewpoint spacing: 2–5 m indoors.
- Visual clarity, sufficient to identify major equipment and apparent deficiencies.

Deliverables and Formats

- Navigable virtual tour (web-based or offline viewer).
- 360° photos and/ or walkthrough videos (MP4).
- Still images (JPEG/PNG) of key spaces.
- Simple floor plan index (PDF) with numbered viewpoints (preferred).

Integration with BCA Reporting

- Each deficiency shall reference room/ area ID and corresponding walkthrough viewpoint ID or image ID.
- Provide a cross-reference table linking efficiency ID to viewpoint ID and screenshot reference.

The Base Scope deliverable is not intended for dimensional accuracy, quantity take-offs, engineering design, or BIM model development.

Privacy, Security, and Compliance

The Consultant shall comply with Ontario FIPPA requirements and Broader Public Sector IT security policies. No data shall be stored outside Canada without prior written approval. Sensitive areas may be blurred or excluded upon the Owner's direction.

Quality Assurance and Acceptance

Deliverables will be accepted upon verification that files are readable in industry-standard platforms (Autodesk ReCap, Navisworks, Revit import, CloudCompare) and coverage and accuracy requirements are met.

Contractors shall provide the price for the 360° virtual walkthrough capture separately on a per-building unit-rate basis. Please refer to the costings table in Appendix D.

All site visits must be pre-arranged and approved by ONTC.

For buildings occupied by ONTC, minimum advance notice of 72 hours is required before any visits can be conducted. For buildings owned by ONTC and leased by other parties, an advance notice as per the lease agreement is required. Visits must be coordinated with the ONTC representative and the tenant representative.

Phase 2

General Overview

Phase 2 will require the Contractor to complete the pilot, draft and final reports:

- Create one pilot report for ONTC to review and provide feedback to set the requirements and expectations for all other reports.
- Complete BCA reports for each building specified by ONTC.
- Create the BCA reports in 4 batches to support the progress of the project and review timelines for ONTC.
 1. Batch 1 North Bay
 2. Batch 2 Englehart and surrounding areas
 3. Batch 3 Cochrane and surrounding areas
 4. Batch 4 Moosonee.

Proposed Timelines for Reports and Feedback

Date	Proponent Report and ONTC Feedback
July 15, 2026	Pilot report for one building for ONTC to review
July 31, 2026	ONTC provide pilot report feedback
August 14, 2026	North Bay BCA reports (Batch 1)
August 31, 2026	ONTC feedback for Batch 1
September 4, 2026	Englehart and surrounding BCA areas reports (Batch 2)
September 21, 2026	ONTC feedback for Batch 2
September 25, 2026	Cochrane and surrounding BCA areas reports (Batch 3)
October 12, 2026	ONTC feedback for Batch 3
October 13, 2026	Moosonee BCA report (Batch 4)
November 2, 2026	ONTC feedback for Batch 4
November 20, 2026	Completed report provided to ONTC for review
December 4, 2026	ONTC feedback on completed report
December 18, 2026	Completed report shared with ONTC

Replacement Prioritization System and Condition Ratings for BCA Reports

Replacement Prioritization System for Building Condition Assessment Reports:

The successful Contractor shall use the ranking system below to rank the replacement priority for each building element category.

Priority A: Life Safety

Hazardous conditions which cannot be deferred and which could lead to loss of life or critical or extremely severe injury must be corrected or removed as a first priority.

Priority B: Structural Integrity

Conditions that lead to the deterioration of structural elements of a building must be investigated and corrected if necessary; structural integrity must be maintained at all times. Failure to do so will lead to unsafe, life-threatening conditions and will eventually render the building structurally unsound and physically obsolescent, incapable of performing the task it was designed to do.

Priority C: Legislative Requirements

All buildings and building systems must be upgraded so that they comply with revisions to existing legislation or to the requirements of newly adopted legislation.

Priority D: Building Functionality

Included within this priority is the repair or replacement of building elements, which have reached the end of their useful life. This work is necessary in order to maintain occupants' quality of life and to prevent the building from becoming physically or functionally obsolescent. Priority D includes all building systems which are scheduled for replacement at the end of their useful life in a planned and systematic fashion including; roofing systems, electrical systems, fire alarm systems, fire suppression systems, elevators, heating systems, domestic water supply systems and sanitary and/ or stormwater removal systems.

Priority E: Potential Environmental Concern

Buildings or properties which, through visible inspection and background review, present a level of potential environmental concern related to potential contamination and/ or designated substances shall be documented to identify potential risks to human safety and environmental impacts. This high-level, preliminary environmental screening will help advise next steps for the target properties.

Priority F: Cost-Effective Initiatives

Included in this priority is the repair or replacement of building elements principally to obtain savings in the future operating of the building. The building elements, which have an energy efficiency consideration have been highlighted in this report and accompanying spreadsheet. Generally, the payback period should be 5 years or less.

The successful Contractor may propose their own ranking system for ONTC review.

Component Condition Rating:

The successful Contractor shall use the rating system below to rate the physical condition of the assessed components.

5 - Very Good: Functioning as intended, as new condition, limited (if any) deterioration observed.

4 - Good: Functioning as intended; normal deterioration observed; for most infrastructure assets, this implies that no maintenance anticipated within the next five years.

3 - Fair: Functioning as intended; normal deterioration and minor distress observed; minor repairs will be required within the next five years to maintain functionality.

2 - Poor: Not functioning as intended; significant deterioration and distress observed; significant repairs required within the next year to restore functionality.

1 - Critical: Not functioning as intended; significant deterioration and major distress observed, major repairs or replacement required to restore function.

The successful Contractor may propose their own rating system for ONTC review.

BCA Report Deliverables

- The assessment must provide a comprehensive evaluation of the functionality of the building so it can be used to make informed facility management decisions.
- The assessment must provide a consistent and comprehensive survey of the facilities that identifies the current status of the building and components, provides information on the lifecycle and useful remaining life of the buildings, building elements and systems, identifies and prioritizes major maintenance deficiencies, provides a high-level summary of potential environmental concerns/ issues related to potential contamination and designated substances for each building and immediate property, and provides cost estimates to repair or replace deficiencies.

As a minimum, the successful Contractor will deliver the following:

1. Building Condition Assessment Report and Recommendations:
 - a. The final report shall consist of **individual reports** for each of the specified buildings identified in this RFP.
 - b. The report must be written in a clear and easily understood style to accommodate a nontechnical audience.
 - c. The report shall include a general description of each property, the improvements required, observed conditions whilst on site and a schedule for recommended upgrades, additions, and/ or replacements, as well as a high-level summary of potential environmental contamination and designated substances concerns.
 - d. The report shall include photos of all components spoken about inclusive of their location within the building.
 - e. Building Condition Assessment reports shall adhere to **Uniformat II standard**.
 - f. For buildings that have been listed or designated as having heritage value, the successful Contractor shall make provisions for compliance with the Ontario Heritage Act when recommending any repairs and interventions following the site inspections.
2. Recommendations for implementation and use of renewable energy sources (solar panels, geothermal, etc.). Include available grants from utilities that may be applicable.
3. Prioritized recommendation for repair/remediation/replacement with Class C or Class D cost estimates. Clearly describe cost assumptions. Costs are expected to include investigative work related to Scope, design and engineering required prior to undertaking the work for each component. If preliminary studies are required, they shall be added as a separate line in the data as "Study" listing the original component system to be reviewed.
4. 20-year life cycle analysis combined with a 20-year capital plan. The plan should include all buildings and allow classification by area (see appendix). Where applicable, the successful Contractor shall prepare a basic estimate of return on investment for the identified improvements. If applicable, this analysis will include a review of any available documents pertaining to capital improvements completed within the last 3 years, or currently under contract.

5. Quantity Survey and life cycle costing report/ spreadsheets.

Identify the following information for each piece of equipment or building component where possible:

- Does the component exist?
- Description - type, location and photo of component
- Commentary - Further explanation of any issues
- Normal life expectancy (repeat years).
- Present age (last major action year).
- Estimated year and cost of replacement or major repair.
- Description of work required to return the component back to a good state of repair.
- High-level summary of potential environmental contamination as well as designated substances concerns related to the building/immediate property.
- Note other relevant factors affecting the performance of the asset, such as obsolescence, regulatory changes, and downtime.

6. Facility Condition Index (FCI).

FCI is equal to the Total Building Repair/ Upgrade/ Renewal needs in dollars (\$) divided by the Current Replacement Value of Building Components in dollars (\$).

7. System Condition Index (SCI).

SCI means a comparative ranking of the condition of the systems within an asset class. Calculated by aggregate of the asset backlog within each system in \$ divided by the aggregate replacement cost of all assets within that system (\$). The six primary physical systems are Structure, Building Envelope, Interior Finishes, Building Services, Equipment and Siteworks.

8. Electronic PDF Reports and Excel files of spreadsheets.

9. Each deliverable shall bear the stamp of the Professional Engineer and/ or Architect and/ or qualified person responsible for the work.

- a. The successful Contractor will report any immediate life and/ or property safety issues to the ONTC upon discovery separately from the overall building report.
- b. A preliminary report(s) and a draft report(s) (90%) report shall be provided for review and approval by the ONTC prior to submission of final report(s).
- c. Draft reports are to be provided to ONTC in 4 batches specified in the Scope of Work.
- d. Prepare a Final Condition Assessment and Capital Plan Report that includes all the components of the draft plan and addresses all comments and additional information provided during the 90% review process.
- e. Final reports shall be provided electronically in Adobe PDF format with an MS Excel summary list(s).
- f. A photo directory is to be provided to ONTC. Each photo should be labelled/ named, located and include a description, for ease of reference against the BCA reports.

- g. Digital images and thermal scans, taken at the time of assessment, to be included throughout the reports to provide visual context to observations.
- h. All equipment reviewed and included in the building reports are to be provided in an inventory list, with each piece of equipment tagged with the item description, location, information and photo.
- i. Final report and building portfolio findings are to be presented to ONTC executive team.
- j. The final report and all supporting documentation will be the property of ONTC and ONTC shall own all the intellectual property rights in the reports and documentation. All reports shall state that ONTC and the Province of Ontario can use and rely on the information contained in the reports.

10. Deficiency Localization

The purpose of this section is to ensure that all deficiencies identified during the Building Condition Assessment (BCA) are clearly localized, documented, and traceable using standard inspection methods, photographs, and conventional reporting formats.

a. Localization Requirements

Each deficiency shall be localized using conventional location references, including:

- Building name / ID
- Floor level
- Room number or space name (as per Owner floor plans or signage)
- Proximate reference (e.g., “north wall above Panel LP-2,” “ceiling tile above Door 1A,” “roof - west parapet near RTU-3”)

b. Photographic Documentation Standards

For each deficiency, the Consultant shall provide:

- Minimum one overview photo (context)
- Minimum one close-up photo (detail)
- Photo filenames or embedded metadata linked to the Deficiency ID
- Date-stamped photography
- Clear indication of orientation (e.g., north-facing wall, overhead condition).

Photos shall be of sufficient resolution and clarity to allow third-party review.

c. Quality Assurance & Acceptance Criteria

Deliverables shall be deemed acceptable when:

- Each deficiency is uniquely identified and traceable across report, photos, register, and mark-ups (if applicable).
- No ambiguity exists as to the physical location of any deficiency.
- Photo evidence is sufficient for Owner.

11. Photo Directory

Provide a photo directory for each building, label each component and the location so it is easily referenced within the report and in the building. Ensuring all photos of the key components listed in this Scope of Work are captured.

12. Inventory List

All equipment reviewed within the report is to be included in an inventory list. The inventory list should be presented in a master spreadsheet, each component/ equipment should have at minimum, the below information:

- Type e.g. gas heater, furnace, AC unit, etc
- Manufacturer
- Installation date
- Observed remaining useful life
- Year of required replacement
- Area
- Building
- Location within the building

13. Life Cycle

- Provide lifecycle data on all building elements and systems including stage in life, estimated life remaining, and cost to repair or replace at conclusion of life.
- Estimate the remaining life of buildings and facilities.

14. Cost estimates

In addition to the requirement listed above for cost estimates:

- Employ a standardized and nationally recognized, cost estimating system to determine repair and replacement costs for all noted deficiencies. Any replacement costs which are not like for like items should include a cash allowance. This data shall be presented in a user-friendly reporting format that prioritizes current and anticipated maintenance and repair requirements to maximize the utilization of resources and return on investment and minimizes the cost of irreversible loss of service life and total cost.
- Costs must be broken down by system.
- Costs shall be inclusive of Contractor overhead, profit and contingency.

Phase 3

Contractors will be required to present the final report and building portfolio findings to ONTC's Executive team.

The Contractor will be responsible for preparing the agenda, chairing the meeting, and preparing meeting minutes for distribution within one week of the meeting with the support of ONTC. The meeting minutes should include a detailed log of comments and assigned action items.

Other Requirements

The successful Contractor shall be required to attend various meetings with ONTC staff to include:

- A. Initial meeting(s) with facilities staff at project commencement.
- B. Meeting(s) with staff to present draft and final Buildings Condition Assessments (BCA) Report.

The Contractor will be responsible for preparing the agenda, chairing the meeting, and preparing meeting minutes for distribution within one week of the meeting. The meeting minutes should include a detailed log of comments and assigned action items.

ONTC will supply man lifts to access components within a building where required. The Contractor must supply ONTC with 2 weeks' notice, to allow time to arrange the equipment, access and to check required certifications. The building inspector will require certification and proper training to use man lift.

Exclusions

- IT equipment, IT services and furniture.
- Vertical Transportation (e.g. elevators).

Optional Services

1. Optional Advanced Scope for Survey-Grade 3D Reality Capture

ONTC requires the reality capture of facilities included in the Building Condition Assessment (BCA) program to establish a permanent digital record of existing conditions. As an optional advanced Scope ONTC may require Contractors to provide high-fidelity 3D reality capture suitable for design coordination, retrofit planning, and BIM-referenced workflows.

Scope

- Perform 3D scanning of all accessible interior and exterior areas using mobile LiDAR, photogrammetry, or structured-light technologies.
- Capture architectural, structural, mechanical, electrical, and site elements relevant to asset condition assessment.
- Provide navigable 3D walkthroughs linked to spatial coordinates.
- Integrate scan outputs with BCA deficiency reporting.

Technical Requirements

- Spatial accuracy: ± 20 mm over 10 m (or better).
- Coverage: $\geq 95\%$ of accessible areas, including mechanical rooms, electrical rooms, roof access areas, building envelope, and primary circulation spaces.

Deliverables and File Formats

- Point clouds: E57 and/or LAS.
- 3D mesh/model: OBJ or FBX.
- 360° imagery/video: MP4 and JPEG/PNG.
- Offline or browser-based viewer with no mandatory post-handover subscription.

Data Ownership and Licensing

Transfer all raw and processed files to the ONTC in open, non-proprietary formats. All raw and processed data shall become the exclusive property of the ONTC upon delivery. No proprietary restrictions shall limit the ONTC's internal use, modification, or sharing for operational and capital planning purposes.

Integration with BCA Reporting (Enhanced)

- Spatially reference deficiencies within the 3D environment.
- Provide a cross-reference matrix linking Deficiency ID, Room/Area, 3D Scan Viewpoint, and XYZ coordinate.
- Provide embedded links or annotated screenshots demonstrating the deficiency location in the 3D model.

Optional Additional Services (Priced Separately)

- Floor plans extracted: AutoCAD DWG and PDF
- BIM-ready Revit model (LOD 200–300) derived from scan
- Time-stamped condition tracking for future re-scans (baseline vs. future condition delta) - create a separate table for this

Please refer to pricing table in Appendix D.

Privacy, Security, and Compliance

The Contractor shall comply with Ontario FIPPA requirements and Broader Public Sector IT security policies. No data shall be stored outside Canada without prior written approval. Sensitive areas may be blurred or excluded upon the ONTC's direction.

Quality Assurance and Acceptance

Deliverables will be accepted upon verification that files are readable in industry-standard platforms (Autodesk ReCap, Navisworks, Revit import, CloudCompare) and coverage and accuracy requirements are met.

Qualification

The Proponent shall demonstrate experience with similar public-sector facilities-scanning projects and provide sample deliverables.

Pricing

Proponents shall price the optional Scope separately on a per-building unit-rate basis, including travel costs.

Please refer to Appendix D - Schedule of Prices.

Travel

ONTC will be providing a \$30,000.00 cash allowance for travel expenses. 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>)."

Travel Expenses that are not in compliance with the directive, will be rejected.

2. Equipment Identification and QR Code Tagging

As an optional service, ONTC may elect to implement a standardized physical equipment identification and QR code tagging program across assessed facilities.

The purpose is to extend the existing Hexagon EAM asset records into the field through durable, scannable QR code tags - enabling direct mobile scan-to-system connectivity for operations and maintenance staff.

The Asset Management Office (AMO) governs all asset information standards under this program. The Facilities Department is the operational delivery partner. The Contractor delivers against AMO-prescribed standards and shall not define its own naming conventions, data schemas, or system integration approach.

Please note this Scope does not require the Contractor to build or manage a live asset database. Hexagon EAM is the system of record. All asset data collected under this Scope shall be populated directly into Hexagon EAM using the data fields and Asset ID schema prescribed by AMO prior to tender.

Scope

Where selected by ONTC, the Contractor shall:

- Review and confirm the AMO-prescribed Asset ID Naming Schema, Facility Code Registry, and Hexagon EAM URL resolution pattern before any field activity. Attend an AMO onboarding session prior to mobilization.
- Identify maintainable and capital-relevant equipment during the BCA.
- Supply and install durable physical asset tags containing a QR code and human-readable Asset ID, in the material grade appropriate for each environment, as per the tag specifications below.
- Populate all mandatory data fields for each asset directly in Hexagon EAM load sheet, including GPS coordinates, floor/zone/area designation, and a minimum of two photographs per asset.
- Validate that each QR code resolves to the corresponding Hexagon EAM asset record using the AMO-provided URL template. Validate 100% of installed tags before project sign-off.
- Facilitate updating ONTC's ArcGIS on-premise instance with asset spatial coordinates using the established Hexagon EAM–ArcGIS integration pathway, coordinating with AMO and ONTC ITS staff

Equipment Categories (Minimum)

The tagging depth should follow industry asset management standards such as ISO 55001 - Asset Management Systems, Asset Management Ontario and BOMA practices and ONTC Asset Management policy. Assets shall be tagged where they are:

- Independently maintainable
- Capital-replaceable as a discrete unit
- Operationally critical
- Likely to appear independently in a 5-10 year capital plan.

Minor components, sub-parts, and non-capital elements shall not be individually tagged.

Tag major systems and standalone equipment, including:

- Mechanical: Air handling units, rooftop units, boilers, pumps, exhaust fans, heat exchangers, Air Compressors, dryers/receiver tanks.
- Electrical: Main switchboards, distribution panels, transformers, generators, UPS systems, MCCs.
- Architectural: Industrial overhead doors.
- Plumbing & Fire Protection: fire pumps, fire suppression panels, backflow preventers, fuel storage and dispensing systems.
- Other systems as directed by AMO.
- Any other systems as directed by ONTC.

QR Code Requirements

- QR codes shall resolve to a unique digital string or placeholder URL to be programmed by the ONTC at a later phase.
- QR codes shall be non-proprietary ISO-standard format and be readable using standard smartphone applications without a proprietary app or subscription. Each QR code shall resolve directly to the corresponding Hexagon EAM asset record via the URL template provided by AMO. The Contractor shall not modify this URL format.
- QR codes shall include the human-readable Asset ID on the tag in addition to the machine-readable code.
- Minimum error correction level: ISO/IEC 18004 Level M (15%) to maintain readability under partial soiling or damage.
- Minimum module size shall be appropriate for reliable scanning from a distance of no less than 30 cm under field lighting conditions.
- No proprietary scanning platform or subscription-based service shall be required for basic QR functionality.

Tag Specifications

- Industrial-grade, corrosion-resistant, UV-resistant materials suitable for Northern Ontario climate.
- Mechanically fastened unless otherwise approved.
- Minimum size approximately 50 mm x 25 mm (or approved equivalent).
- Installed in visible, accessible locations without interfering with equipment operation or warranties.

To reduce cost while maintaining standardized data integrity, tag materials shall vary by environment exposure.

a. Interior: Standard Exposure (Low-Cost Option)

Applicable to offices, heated storage, interior mechanical rooms, and electrical rooms.

Specification: anodized aluminum or laminated polyester, UV-resistant print, adhesive or mechanical fastening (ONTC-approved), expected service life 10-15 years.

b. Interior: Industrial / High-Wear Environment

Applicable to maintenance shops, rail facilities, high-vibration spaces.

Specification: anodized aluminum or stainless steel, mechanical fastening required, chemical and abrasion-resistant finish, expected service life 15–20 years.

c. Exterior / Unconditioned Spaces (Premium Durability)

Applicable to rooftop equipment, generators, yard transformers, remote buildings.

Specification: stainless steel or heavy anodized aluminum, laser-engraved or deep-etched, mechanical fastening only, corrosion-resistant hardware, suitable for -40°C to +40°C exposure, expected service life 20+ years.

Asset Register Deliverables

The Contractor shall provide:

- Completed Hexagon EAM asset records for 100% of tagged assets with all mandatory AMO data fields populated (including GPS coordinates, floor/zone/area, manufacturer, model, serial number, installation year, condition rating, and minimum two photographs per asset).
- Master Asset Register in Excel (.xlsx) and CSV formats, organized by Facility Code, as a reconciliation reference alongside Hexagon EAM.
- GIS-ready export of all asset coordinates in ESRI Shapefile and CSV (WGS84 decimal degrees) for import into ONTC ArcGIS
- QR code resolution validation report confirming field scan-to-Hexagon-EAM resolution for 100% of installed tags.

Data Ownership

All Asset IDs, QR codes, asset records, photographs, spatial coordinates, and deliverables generated under this Scope are the exclusive property of ONTC from the moment of creation. The Contractor shall not retain, copy, re-use, or share any ONTC asset data beyond delivery of this Scope.

All QR codes are non-proprietary ISO/IEC 18004 standard codes resolving to ONTC-owned Hexagon EAM URLs. ONTC retains the right to re-point QR code URLs to any future CMMS,

EAM, capital planning, or BIM platform at any time without cost or restriction. All data shall be delivered in open, non-proprietary formats with no platform lock-in.

Hexagon EAM is the authoritative system of record for all asset data collected under this Scope. Any working files maintained by the Proponent during the contract shall be destroyed upon completion, with written confirmation provided to AMO.

Quality Assurance

- 100% reconciliation between installed physical tags and Hexagon EAM records is required before any phase is accepted.
- Minimum 10% sample field verification audit per phase to confirm QR readability, correct asset association, tag condition, and data accuracy. AMO reserves the right to conduct this audit independently.

Commercial Structure

Proponents shall provide unit pricing per tag (supply and install), mobilization costs, and bulk pricing tiers. Please refer to **Appendix D - Schedule of Prices**.

Separate pricing shall be provided for interior and exterior/environmentally exposed tags.

ONTC reserves the right to implement tagging at selected facilities only.

Governance Requirement

The Contractor shall confirm that the QR tagging system does not require proprietary scanning software or subscription-based platforms for basic functionality.

Integration with BCA, CMMS, BIM and Capital Planning

Where the Optional Capital Planning Platform is procured, Asset IDs shall align with the platform hierarchy and system classifications.

Where no platform is procured, the Asset Register shall be structured to allow future import into CMMS, EAM, or capital planning software without proprietary restrictions.

The Contractor shall flag all data discrepancies discovered during field survey (assets not in Hexagon, assets found decommissioned, data mismatches) in a structured Discrepancy Log submitted to AMO within 48 hours of discovery.

The Contractor shall not export, store, or process Hexagon EAM asset data in any external system without written approval from AMO.

All tagged assets shall have GPS coordinates recorded in WGS84 decimal degrees to a minimum accuracy of +/- 5 meters for exterior assets and floor/zone/area designation for interior assets.

Interior assets shall at minimum be attributed by building footprint centroid coordinates and a floor/zone descriptor to enable future indoor spatial mapping.

The Contractor shall deliver a GIS-ready export of all asset coordinates in ESRI shapefile and CSV format as a project deliverable.

All data shall be delivered in open, non-proprietary formats. No proprietary data format, schema lock, or platform dependency shall be introduced by the Proponent that would restrict ONTC's ability to import data into any future CMMS, EAM, BIM, GIS, or capital planning platform.

3. Optional Facility Condition Assessments and Capital Planning Software (5-Year Term)

As an optional service, ONTC may elect to procure access to a cloud-based capital planning and asset management platform that leverages Building Condition Assessment (BCA) data to support long-term capital forecasting, lifecycle planning, prioritization, and portfolio-level reporting over a five (5) year term.

Scope

Where selected by ONTC, the Contractor shall:

- Provide access to a secure, web-based capital planning platform for a five (5) year term.
- Configure the platform to ingest and host BCA datasets, including deficiency registers, asset inventories, condition ratings, and renewal recommendations.
- Support portfolio-level analysis, scenario planning, and multi-year capital forecasting.
- Enable role-based access for ONTC staff and authorized stakeholders.
- Provide onboarding, configuration, and initial training for ONTC users.

Functional Requirements

The platform shall, at minimum, support:

- Asset registry with system and component hierarchies (architectural, structural, mechanical, electrical, site).
- Condition scoring and lifecycle modelling (remaining useful life, renewal curves).
- Capital planning scenarios (e.g., baseline, constrained budget, risk-prioritized).
- 5-20 year capital plan generation with inflation and escalation factors.
- Project and program roll-up reporting at building and portfolio levels.
- Export of reports to Excel and PDF capabilities.
- Audit trail and version control for updates to capital plans.

Data Ownership, Portability, and Exit Provisions

- All BCA data and derived datasets shall remain the exclusive property of the ONTC.
- The Proponent will provide data export in open formats (CSV, XLSX, PDF) at any time upon request and at contract expiry.
- Upon expiry or termination of the 5-year term, the Proponent will provide a complete data handover package to the ONTC at no additional cost.
- No proprietary lock-in shall restrict the ONTC's ability to migrate data to another platform.

Security, Privacy, and Compliance

- The platform is required to comply with Ontario FIPPA, Broader Public Sector IT security requirements and ONTC Cybersecurity Policy.
- Data is to be hosted in Canada.
- Role-based access control, SSO and multi-factor authentication (MFA) are required.

- Regular backups and disaster recovery procedures will be in place with details provided to ONTC.

Service Levels and Support

- Minimum platform availability: 99.5% uptime (excluding scheduled maintenance).
- Technical support during Ontario business hours with defined response times:
 - Critical system outage: 4-hour response
 - High-priority functional issues: 1 business day
- Annual platform updates and maintenance included in the subscription price.

Term and Commercials

Proponents shall provide pricing information as follows:

- The Optional Capital Planning Platform shall be priced as a five (5) year subscription term.
- Proponents shall provide:
 - Annual subscription cost
 - One-time implementation/configuration cost
 - User licensing model (per user or enterprise)
- ONTC reserves the right to procure the optional platform for some, all, or none of the facilities assessed under the BCA program.

Please refer to **Appendix D - Schedule of Prices**.

4. Additional Buildings

ONTC may request the Contractor to assess additional buildings, at ONTC's discretion. Additional buildings would represent a change in the scope and would require the Contractor to submit a proposal for ONTC review. Changes in scope and or contract time will be treated through a change order.

ONTC recently acquired buildings along the southern rail corridor from North Bay to Washago. In this document these buildings will be referred to as the 'Southern Package'.

ONTC shall have the option to extend the Contract Time and the Work to include the additional Southern Package work. If ONTC exercises this option, ONTC shall provide Notice in Writing, including the available building information, to the Proponent 30 Working Days prior to the contract completion date.

Following receipt of the Notice in Writing described above, the Contractor may be invited to submit a proposal to the Owner for the completion of the Southern Package Work, including the increase in the Contract Price and the extension of the Contract Time.

The Contractor may submit its Southern Package Proposal by no later than 15 Working Days after receipt of the Notice. The Southern Package Proposal submitted by the Contractor may be Accepted by the Owner within 10 Working Days after the receipt of the Package Proposal, or such other time, as agreed upon by the Owner and the Proponent in writing.

ONTC may elect to add the optional services addressed in section 1, 2 and 3 to the Southern Package work. In this case, the Contractor shall provide pricing to complete the additional services for ONTC review and approval.

Schedule of services

The Scope of Work will be broken into one (01) pilot report and four (04) batch reports:

- Pilot report
- Batch 1: BCA reports for North Bay
- Batch 2: BCA reports for Englehart and surrounding areas
- Batch 3: BCA reports for Cochrane and surrounding areas
- Batch 4: BCA reports for Moosonee

Schedule and Key Milestones

Work Requirements

All work shall be completed during normal working hours (Monday to Friday, 7 am to 5 pm depending on building) unless approved otherwise by ONTC. The successful Contractor shall request approval from ONTC to work outside of the prescribed work hours (including weekends and holidays) at least 48 hours in advance. To the extent practical, the successful Contractor shall schedule work such that it least interferes with the building operations and occupants.

Proposed Work Schedule

Dates	Key Milestones
June 3, 2026	Kick off meeting
June 4 - June 12, 2026	Desktop review of the available reports/ information
June 15 - July 3, 2026	Site visits (North Bay, Englehart, Cochrane and Moosonee)
July 15, 2026	Pilot report for one building for ONTC to review
July 31, 2026	ONTC provide pilot report feedback
August 14, 2026	North Bay BCA reports (Batch 1)
August 31, 2026	ONTC feedback for Batch 1
September 4, 2026	Englehart and surrounding BCA areas reports (Batch 2)
September 21, 2026	ONTC feedback for Batch 2
September 25, 2026	Cochrane and surrounding BCA areas reports (Batch 3)

October 12, 2026	ONTC feedback for Batch 3
October 13, 2026	Moosonee BCA report (Batch 4)
November 2, 2026	ONTC feedback for Batch 4
November 20, 2026	Complete report provided to ONTC for review
December 4, 2026	ONTC feedback on complete report
December 18, 2026	Completed report shared with ONTC
Mid-January 2027	Proponent to present findings to ONTC Executive Team
End of January 2027	Project close out

Care of Work Site

The successful Contractor shall take care to prevent damage to the existing building systems, equipment, and finishes. Any damage to such shall be repaired by the successful Contractor to the approval of ONTC. The work site shall be kept clean and free of all debris, waste materials and trash. Tools, equipment, and materials shall be kept clear of all points of egress and access (doors, windows, sidewalks, driveways). Materials shall only be stored in locations approved by ONTC. All driveways used for emergency vehicle access shall be kept clear of vehicles and equipment.

B. MATERIAL DISCLOSURES

1. Examination of Site

Proponents are required to satisfy themselves as to existing conditions of the sites based on information provided within the RFP 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

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

Not Applicable.

D. MANDATORY TECHNICAL REQUIREMENTS

This procurement contains supplementary information to assist Proponents with preparing their proposals.

Proponents who intend on submitting proposals are required to contact Nicole Laplante at nicole.laplante@ontarionorthland.ca in order to sign a non-disclosure agreement and return to ONTC in order to receive this supplementary information.

Available documentation will be provided via SharePoint.

Note that the information posted on the SharePoint site will be provided for reference only.

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.

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			
1.0	Category 1: Experience and Qualifications	30	15
1.1	Company Profile	5	
1.2	Project Team	10	
1.3	Project Profiles	15	

2.0	Category 2: Understanding of Mandate, Deliverables, and Schedule and Written Narrative	25	12.5
2.1	Understanding of Mandate	10	
2.2	Schedule, Approach and Methodology	15	
3.0	Category 3: Building Ontario Businesses Initiative (BOBI)	10	n/a
	Total Technical Proposal Points	65	
50% Minimum Threshold to be obtained in Category 1 (15/30) and 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	105	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	Experience and Qualifications
1.1	Proponents shall include a Company Profile providing a high-level overview of their company 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.

	<p>Proponents shall demonstrate a minimum of eight (8) years' experience with Building Condition Assessments, with a proven track record of successfully delivering projects of similar scope.</p> <p><u>Proponents shall also include company profiles for any and all Subcontractors being used for the completion of the project.</u></p>
1.2	<p>Proponents shall provide an organizational chart and full detailed resumes of all personnel (including subcontractors, if any) involved in the project. Details of the roles and responsibilities of the Proponent and any of its agents, employees, and subcontractors who will be involved in providing the deliverables, together with the identity of those who will be performing those roles and their relevant and specialized expertise.</p>
1.3	<p>Proponents shall provide a minimum of three (3) relevant projects that have been completed in the last five (5) years. Provide examples of similar projects where you managed risks such as ongoing site operations that were of similar size and scope.</p> <p><u>Profiles are to demonstrate experience with Building Condition Assessments.</u></p> <p>The project descriptions shall include:</p> <ul style="list-style-type: none"> a) Company/Client name b) Name of Contact and contact details c) Project name and scope d) Value of project at kick-off and project value upon Ready-for-Takeover e) Start and end date at project kick-off and achieved project end date upon Ready-for-Takeover f) Description of work performed and use of subcontractors g) Outcomes (e.g., completed on schedule/budget) <p><i>ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above.</i></p>
2.0	Understanding of Mandate, Deliverables, Schedule and Written Narrative
2.1	<p>Proponents shall provide a detailed written narrative demonstrating their clear understanding of the mandate and associated deliverables.</p>
2.2	<p>Proponents shall submit their Schedule in Gantt Chart Format and demonstrate that all milestone dates and completion dates align with the associated deliverables as detailed in Appendix B - The Deliverables.</p> <p>Proponents are required to identify the critical path in their Schedule and also describe it in their Written Narrative.</p> <p>Proponents shall outline their schedule, proposed approach and methodology for the completion of the project in a detailed narrative. The narrative should be clear, logical, and include sufficient detail with estimated durations for each phase, as detailed in Appendix B - The Deliverables, and include any detail any work performed by subcontractors (if applicable). Proponents shall demonstrate how they will successfully complete the project on budget and on schedule.</p>

3.0	Building Ontario Businesses Initiative (BOBI)
	Where the value of a procurement is below international trade agreement thresholds and above domestic trade agreement thresholds, ONTC will give preference to Ontario Businesses. There will be a point advantage to all Respondents' who identify as an Ontario Business in Appendix C - Submission Form.

G. PRICE EVALUATION METHOD

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:

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

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 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 Subcontractors(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 SubSubcontractor(s) and the proponent shall perform the project with their **"OWN FORCES"**.

Item	Organization	Contact Name	E-mail	Phone
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. 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 pricing proposal.

APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL

Proponents shall review and complete the Contractor Health and Safety Responsibility Agreement and Contractor Safety Pre-Qualification Form.

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) _____

C. Contractor Safety Pre-Qualification Form

Contractor Safety Pre-Qualification Form

1. Company Identification:			ONTC Use
Company Name:	_____	Telephone:	_____
Mailing Address:	_____	Fax:	_____
	_____	E-mail:	_____
2. Form of Business:			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership:	<input type="checkbox"/> Corporation	
3. Officers:			Years with the Company
President / CEO	_____	_____	_____
Vice President	_____	_____	_____
Treasurer	_____	_____	_____
Who is the manager most responsible for health and safety?			
Name:	_____	Title:	_____
4. How many years has your business operated under its current name?			_____
5. Under Current Management Since (Date)			_____
6. Parent Company Information			
Parent Name:	_____		_____
City:	Province / State:	Postal / Zip Code:	_____
Subsidiaries:			_____
7. Insurance Contact Information			
Title:	Telephone:	Fax:	_____
Insurance			
8. Carriers: Type of Coverage: Telephone			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
9. Organization:			
Describe the nature of the work your company specialized in:			
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
10. Are any of the above services that you perform normally subcontracted to others?			
			<input type="checkbox"/> Yes <input type="checkbox"/> No

o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health & Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? (<i>If no, provide a description of your plan to assure that they can safely perform their tasks</i>)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
16. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
22. Do you have a corrective action process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
23. Equipment and Manuals:			
a. Do you conduct inspections on operating equipment (e.g. excavators, cranes, forklifts, vehicles, etc.) as per regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Do you maintain operating equipment in compliance with regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Are records available upon request	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

24. Subcontractors

- | | | | |
|--|------------------------------|-----------------------------|--|
| a. Do you use health and safety performance criteria in the selection of contractors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Do you require your subcontractor to have a written health and safety program? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| c. Are your subcontractors included in | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| i. health and safety orientation | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| ii. health and safety meetings | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| iii. workplace inspections | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| iv. health and safety audits | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| d. Does the company have a policy for the termination of contracts of subcontractors who do not comply with the Occupation Health and Safety Act, regulations under the Act, contractor rules, programs, protocols policies or procedures? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| e. Does the company have a progressive discipline policy for employees and subcontractors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

25. Health and Safety Training

- | | | | |
|--|------------------------------|-----------------------------|--|
| a. Are you aware of the regulatory training requirements for your employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Have your employees received the required health and safety training? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| c. Do you have specific health and safety training for supervisors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| d. Do you keep records of health and safety training for employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| e. Are records of health and safety training available on request? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

26. Job Skills

- | | | | |
|---|------------------------------|-----------------------------|--|
| a. Have employees been trained in appropriate job skills? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Are employee job skills certified where required by regulation or industry standard? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| c. Are certificates available upon request? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

27. Health and Safety Supervision

- | | | | |
|---|------------------------------|-----------------------------|--|
| a. Does the company have a health & safety coordinator? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Who is the highest ranking safety professional in the company_ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

I agree that the above information is true and correct to the best of my knowledge. I also agree to follow all terms and conditions of the Contractor Safety Program at all times while performing work for ONTC. I understand that supporting documentation may be requested for due diligence verification purposes.

Name: (Please print) _____
 Signature: _____

Title: _____
 Date: _____

APPENDIX F - LIST OF BUILDINGS

APPENDIX G - REFERENCE REPORTS

Please refer to the following Reference Reports, which will be available via SharePoint link following execution of a Non-Disclosure Agreement (NDA).

Location	Title	Date
Cochrane		
Coach Sewer Dump Storage Shed	Building Condition Assessment Report	September 20, 2022
Coach Shop	Building Condition Assessment Report	September 19, 2022
Diesel Shop	Building Condition Assessment Report	September 19, 2022
Freight Shed	Building Condition Assessment Report	September 19, 2022
Locomotive Fueling Facility	Building Condition Assessment Report	September 20, 2022
Locomotive Sanding Tower	Building Condition Assessment Report	September 20, 2022
Powerhouse	Building Condition Assessment Report	September 19, 2022
Scale Building	Building Condition Assessment Report	September 20, 2022
Station and Hotel	Designated Substances Survey	July 31, 2024
Station and Hotel	Building Condition Assessment Report	September 19, 2022
Stores	Building Condition Assessment Report	September 19, 2022
Trainman's Bunkhouse	Building Condition Assessment Report	September 19, 2022
Water Shack 1	Building Condition Assessment Report	September 20, 2022
Water Shack 2	Building Condition Assessment Report	September 20, 2022
Wheel Drop Pit Shelter	Building Condition Assessment Report	September 19, 2022
Yard Office	Building Condition Assessment Report	September 19, 2022
Various Buildings	Designated Substances Survey Report	August 2023
Englehart		
B&B Shop and Office	Building Condition Assessment Report	September 19, 2022
B&B Shop and Office	Designated Substances Survey Report	August 2, 2024
Beaver Shed	Designated Substances Survey Report	August 2, 2024
Mechanical Building	Hazardous Building Materials Assessment (Pre-Construction)	May 17, 2024
Pumphouse	Building Condition Assessment Report	September 20, 2022
Pumphouse	Designated Substances Survey Report	August 2, 2024
Resthouse	Building Condition Assessment Report	September 19, 2022
Resthouse	Designated Substances Survey Report	July 14, 2025
Scale Building	Building Condition Assessment Report	September 20, 2022
Station	Building Condition Assessment Report	September 20, 2022
Station	Designated Substances Survey Report	July 31, 2024
Stores/Maintenance Building	Building Condition Assessment Report	September 19, 2022
Maintenance Building	Designated Substances Survey Report	August 2022
Tool Shed	Building Condition Assessment Report	September 20, 2022
Tool Shed	Designated Substances Survey Report	August 2, 2024
Gardiner		
Toolhouse	Building Condition Assessment Report	September 21, 2022
Toolhouse	Designated Substances Survey Report	July 31, 2024
Hearst		
Bunkhouse	Designated Substances Survey Report	July 31, 2024
Bunkhouse	Building Condition Assessment Report	September 23, 2022
Yard Office	Designated Substances Survey Report	July 31, 2024

Yard Office	Building Condition Assessment Report	September 23, 2022
Maintenance Buildings	Designated Substances Survey Report	July 2023
Kapuskasung		
Unitel Building	Building Condition Assessment Report	September 23, 2022
Maintenance Buildings	Designated Substances Survey Report	July 2023
Kirkland Lake		
Motor Car Repair Shop	Designated Substances Survey Report	August 2, 2024
Motor Car Repair Shop	Building Condition Assessment Report	September 20, 2022
Storage Garage	Designated Substances Survey Report	July 31, 2024
Storage Garage	Building Condition Assessment Report	September 21, 2022
Latchford		
Maintenance of Way Storage Building	Building Condition Assessment Report	September 21, 2022
Moosonee		
Diesel Shop	Designated Substances Survey Report	July 17, 2025
Diesel Shop	Building Condition Assessment Report	September 23, 2022
Freight Shed	Designated Substances Survey Report	July 21, 2025
Freight Shed	Building Condition Assessment Report	September 20, 2022
Shed 1	Building Condition Assessment Report	September 21, 2022
Shed 2	Building Condition Assessment Report	September 21, 2022
Shed 3	Building Condition Assessment Report	September 21, 2022
Staff House 3	Building Condition Assessment Report	September 20, 2022
Staff House 4	Building Condition Assessment Report	September 20, 2022
Staff House 4	Designated Substances Survey Report	July 24, 2025
Staff House 5	Building Condition Assessment Report	September 20, 2022
Staff House 5	Designated Substances Survey Report	July 21, 2025
Staff House 6	Building Condition Assessment Report	September 20, 2022
Staff House 6	Designated Substances Survey Report	July 21, 2025
Staff House 7	Building Condition Assessment Report	September 20, 2022
Staff House 7	Designated Substances Survey Report	July 24, 2025
Staff House 8	Building Condition Assessment Report	September 20, 2022
Staff House 8	Designated Substances Survey Report	July 24, 2025
Moosonee Station	Building Condition Assessment Report	September 20, 2022
Moosonee Station	Designated Substances Survey Report	July 24, 2025
North Bay		
Blower Shed	Building Condition Assessment Report	September 21, 2022
Car Repair Facility	Building Condition Assessment Report	September 20, 2022
Diesel Shop	Building Condition Assessment Report	September 20, 2022
Head Office	Building Condition Assessment Report	September 20, 2022
Interceptor Building	Building Condition Assessment Report	September 21, 2022
Interceptor Building	Designated Substances Survey Report	August 12, 2024
Jack Shack	Designated Substances Survey Report	August 12, 2024
Main Stores Building	Building Condition Assessment Report	September 20, 2022
Motor Coach Services	Building Condition Assessment Report	September 20, 2022
New Maintenance of Way	Building Condition Assessment Report	September 20, 2022
Oil Separating Building	Building Condition Assessment Report	September 20, 2022
Oil Separating Building	Designated Substances Survey Report	July 30, 2024
Paint Shop	Building Condition Assessment Report	September 20, 2022
Powerhouse	Building Condition Assessment Report	September 20, 2022

Powerhouse	Lead Abatement Report	March 25, 2021
RIP Track	Building Condition Assessment Report	September 21, 2022
RIP Track	Designated Substances Survey Report	July 31, 2024
Road Stores	Building Condition Assessment Report	September 20, 2022
Sand House	Building Condition Assessment Report	September 21, 2022
Sand House	Designated Substances Survey Report	July 31, 2024
Security Office	Designated Substances Survey Report	August 2023
Station	Building Condition Assessment Report	September 20, 2022
Toolhouse	Building Condition Assessment Report	September 20, 2022
Toolhouse	Designated Substances Survey Report	July 31, 2024
Wheelshop	Building Condition Assessment Report	September 20, 2022
Yard Office	Building Condition Assessment Report	September 20, 2022
Yard Office	Designated Substances Survey Report	July 30, 2024
Yard Office Power House	Designated Substances Survey Report	July 31, 2024
Opasatika		
Maintenance of Way Garage	Maintenance of Way Garage	Maintenance of Way Garage
Maintenance of Way Garage	Designated Substances Survey Report	July 2023
Otter Rapids		
Bunkhouse	Building Condition Assessment Report	September 20, 2022
Supervisor Bunkhouse	Building Condition Assessment Report	September 20, 2022
Toolhouse	Building Condition Assessment Report	September 21, 2022
Toolhouse	Designated Substances Survey Report	July 24, 2024
Porquis Junction		
Bunkhouse 1	Building Condition Assessment Report	September 23, 2022
Gas Shack	Building Condition Assessment Report	September 21, 2022
Rouyn-Noranda		
Blue Hanger	Building Condition Assessment Report	September 20, 2022
Diesel Shop	Building Condition Assessment Report	undate
Diesel Shop	Designated Substances Survey Report	July 31, 2024
Mechanical Storage Shed	Building Condition Assessment Report	September 21, 2022
Mechanical Storage Shed	Designated Substances Survey Report	July 26, 2024
Temagami		
Bunkhouse	Building Condition Assessment Report	September 20, 2022
Bunkhouse Shed	Building Condition Assessment Report	September 21, 2022
Toolhouse and Lunchroom	Building Condition Assessment Report	September 20, 2022
Various Buildings	Designated Substances Survey Report	July 2023
Timmins		
Kidd Mechanical Building	Building Condition Assessment Report	September 20, 2022
Kidd Toolhouse	Building Condition Assessment Report	September 21, 2022
Bus Garage	Building Condition Assessment Report	September 20, 2022
Bus Garage	Hazardous Building Materials Assessment	November 23, 2018
Val Gagne		
Station	Building Condition Assessment Report	September 20, 2022
Station	Designated Substances Survey Report	July 30, 2024

APPENDIX H - DRAWINGS

Please refer to the following Reference Reports, which will be available via SharePoint link following execution of a Non-Disclosure Agreement (NDA).

Drawing No.	Description	Date
COCHRANE		
Coach Shop		
<i>Halsall Engineers - Consultants</i>		
A1 to A6	Architectural Drawings	June 2004
S1 to ST1	Structural Drawings	
<i>Leipciger Kaminker Mitelman Consulting Engineers</i>		
M1 to M4	Mechanical Drawings	June 2004
E1 to E3	Electrical Drawings	
<i>Steelway</i>		
04-1933.1	Drawings	June 30, 2004
Diesel Shop		
<i>Northshore Engineering</i>		
A1.0	Existing Upper Floor Plan	April 29, 2016
<i>Ontario Northland</i>		
B-381	B-381	undated
Freight Shed		
<i>Suppa Engineering</i>		
101 to 102	ONTC Fire Safety Plan	April 10, 2025
Powerhouse		
<i>Piotrowski Consultants Limited</i>		
ME100	Mechanical Drawing	June 2023
<i>Northshore Engineering & Drafting Services</i>		
	New Roof Plan and Details	April 14, 2016
GN0.0 to GN2.0	Structural Drawings	October 12, 2023
A0.0 to A7.0	Architectural Drawings	
<i>Federal Pacific Electric of Canada</i>		
GSB-7020-A	General Assembly 2300V Switchboard	August 17, 1959
Station and Hotel		
<i>Suppa Engineering</i>		
101 to 103	Fire Safety Plan	April 10, 2025
ENGLEHART		
Station		
<i>Stewart Smith Architect Ltd.</i>		
A-1 to A-8	Architectural Drawings	June 9, 1987
S-1 to S-3	Structural Drawings	
ME-1	Mechanical Drawings	
M-1 to M-4	Mechanical Drawings	
E-1 to E-4	Electrical Drawings	
Stores/Maintenance Building		
<i>Stran Buildings - AMCA International</i>		
E1	Roof Framing and Sheeting Plan	February 12, 1988
E2	Erection Drawing	February 17, 1988
E7	Erection Drawing	February 19, 1988

E8	Erection Drawing	February 22, 1988
E9	Erection Drawing	February 24, 1988
E10	Roof Framing and Sheeting Plan	January 13, 1988
E11	Canopy Details	February 19, 1988
E12	Special Canopy Details	February 22, 1988
E13 to E17	Custom Reference Drawing	February 22-24, 1988
<i>Critchley Hill Architecture</i>		
A0.01 to A7.04	Work Equipment Repair Shop Expansion	December 1, 2023
HEARST		
Bunkhouse		
<i>Les Dessins Drummond Inc.</i>		
P-1171	Structural Drawings	May 1988
KIRKLAND LAKE		
Car Repair Shop		
<i>Ontario Northland</i>		
D-634B	Foundation Plans	February 1984
D-634C	Floor Plans	
D-634E	Sections	
D-634G	Miscellaneous Sections	
<i>Critchley, Delean, Trussler, Evans, Belanger</i>		
3	Main Floor Plan	undated
MOOSONEE		
Diesel Shop		
<i>Ontario Northland</i>		
E-130 to E-131	Drawings	February/March 1956
	Drawing	June 1980
NORTH BAY		
Car Repair Facility		
<i>Piotrowski Consultants Limited</i>		
M101/M102	Building Envelope Repair - Mechanical	March 5, 2019
E101/E102	Building Envelope Repair - Electrical	March/April 2019
Diesel Shop		
<i>Northshore Engineering & Drafting Services</i>		
GN0.0 to GN2.0 / A0.0 to A8.2	General / Architectural Drawings	September 16, 2019
Head Office		
<i>J.L. Richards Engineers - Architects - Planners</i>		
A01 to A08	Floor Plans	April 19, 2023
Main Stores Building		
<i>Northshore Engineering & Drafting Services</i>		
GN0.0 to GN2.0 / A0.0 to A6.0	General / Architectural Drawing	May 3, 2024
Motor Coach Services		
<i>Suppa Engineering</i>		
101 to 103	Fire Safety Plan	April 10, 2025
<i>Northshore Engineering & Drafting Services</i>		
A0.0 to A5.3	Architectural Drawings	March 19, 2025
S1.0 to S4.1	Structural Drawings	
<i>Designed Roofing / Essential Exteriors / Northland Glass & Metal</i>		

00 to 07	Cladding, and Roofing Shop Drawing - Submission #1	August 30, 2024
<i>Mitchell Architects</i>		
	Site Plan A1	August 2006
Paint Shop		
<i>J.L. Richards Engineers - Architects - Planners</i>		
28994-2380-S1	Existing Roof Framing Plan	July 31, 2020
28994-2380-M05 to 28994-2380-M08	Mechanical Drawings	
<i>Northshore Engineering & Drafting Services</i>		
GN0.0 to E102	General / Architectural / Structural / Mechanical / Fire Protection / Electrical Drawings	
Powerhouse		
<i>Office of Chief Engineer - North Bay</i>		
C-201 to D-212	Boiler Plant at North Bay Junction Drawings	December 8, 1925
Road Stores		
<i>Northshore Engineering & Drafting Services</i>		
N01 to S02	General / Architectural / Structural Drawings	May 13, 2021
Station		
<i>Anrep Associates Ltd.</i>		
M-1 to M-8	Mechanical Drawings	May 27, 1989
<i>Critchley, Delean, Trussler, Evans, Belanger Architects</i>		
A5	Main Floor Drawing	May 29, 1989
<i>Piotrowski Consultants Limited</i>		
M100	Mechanical Drawing	May 28, 2025
E101	Electrical Drawing	
Wheelshop		
<i>Ontario Northland</i>		
WHEELHS1	Wheelhouse Floor Plan	June 1988
Worthington Stores		
<i>Mitchell Jensen Architects</i>		
C100 to E4.0	Civil / Architectural / Structural / Mechanical / Electrical	September 4, 2025
ROUYN-NORANDA		
Diesel Shop		
<i>Ontario Northland</i>		
D-543	Heating Plan	March 1958
E-132	Foundation Plan	March 20, 1958
E-133	Plan & Elevations	March 1958
B-1051	Revised Foundation Details	June 27, 1958
TIMMINS		
Bus Garage		
<i>Northland Engineering Limited</i>		
E-1 to S-3	Electrical / Mechanical / Structural	November 1986

APPENDIX I - POLICIES AND PROCEDURES

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

TITLE
ONTC Blue Signals / Flags Procedure
ONTC Lockout / Tag Out Procedure
ONTC Working at Height/ Fall Protection Procedure
ONTC Contractor / Subcontractor Policy