



**Request for Quotations  
for  
Purchase of Track Bolts**

**Request for Quotations No.: RFQ 2026 036**

**Issued: Thursday, April 23, 2026**

**Submission Deadline: Monday, May 11, 2026**

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

### **1.1 Invitation to Respondents**

#### **1.1.1 Invitation**

This Request for Quotations (the “RFQ”) is an invitation by Ontario Northland Transportation Commission (“ONTC”) to prospective respondents to submit quotations for **RFQ 2026 036 - Purchase of Track Bolts**, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

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

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

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

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

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

ONTC is inviting Respondents to submit a quotation for the purchase of Track Bolts as detailed in Appendix B.

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

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

#### **1.1.3 Bidding System Registration**

All respondents must have a vendor account or pay a one-time fee with the bidding system at: <https://www.merx.com/>. This will enable the respondent to download the solicitation document, to

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

## **1.2 RFQ Contact**

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

Nicole Laplante  
Procurement Contracts Specialist  
Telephone: 705-472-4500 x588  
Email: [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca)

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

## **1.3 Accommodations for 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 RFQ process. If a proponent requires this RFQ in a different format to accommodate a disability, the proponent must contact the RFQ Contact as soon as possible and in any event prior to the Submission Deadline. The RFQ in the different format will be issued only to the requesting 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 RFQ and associated documents are posted in English, a French version may be available upon request. Interested parties may contact the RFQ Contact.

## **1.5 Contract for Deliverables**

### **1.5.1 Type of Contract**

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

### **1.5.2 Term of Contract**

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

## **1.6 RFQ Timetable**

### **1.6.1 Key Dates**

Issue Date of RFQ	Thursday, April 23, 2026
Deadline for Questions	Tuesday, May 5, 2026 at 4:00:00 PM local time
Deadline for Issuing Addenda	Thursday, May 7, 2026 at 4:00:00 PM local time
Submission Deadline	Monday, May 11, 2026 at 2:00:00 p.m. local time
Anticipated Ranking of Respondents	Monday, May 18, 2026
Anticipated Execution of Agreement	Monday, June 15, 2026

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

## **1.7 Submission Instructions**

### **1.7.1 Submission of Quotations**

Quotations must be submitted electronically through the bidding system at:

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

Submissions by other methods will not be accepted.

**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](mailto:merx@merx.com)

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

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

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

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

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

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

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

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

### **1.7.4 Amendment of Quotations**

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

### **1.7.5 Withdrawal of Quotations**

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

[End of Part 1]

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

### **2.1 Stages of Evaluation**

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

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

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

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

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

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

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

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

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

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

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

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

## **2.5 Selection of Top-Ranked Respondent**

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

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

The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), within ten (10) days of notice of selection. This provision is solely for the benefit of ONTC and may be waived by ONTC.

## **2.7 Failure to Enter into Agreement**

If a selected respondent fails to execute the Agreement or satisfy any pre-conditions of award within ten (10) days of notice of selection, ONTC may, without incurring any liability, proceed with the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

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

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

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

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

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

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

All quotations are to be in English only.

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

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

#### **3.1.4 Past Performance**

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

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

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

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

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

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

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

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

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

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

### **3.1.9 Trade Agreements**

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

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

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

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

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

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

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

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

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

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

## **3.3 Notification and Debriefing**

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

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

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

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

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

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

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

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

### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) having or having access to confidential information of ONTC in the preparation of its quotation that is not available to other respondents;
  - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or

- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:
  - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

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

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

### **3.4.3 Disqualification for Prohibited Conduct or Breach**

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

### **3.4.4 Prohibited Respondent Communications**

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

### **3.4.5 Respondent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

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

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

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

### **3.4.8 Supplier Suspension**

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

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

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

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of ONTC**

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

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

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

### **3.5.2 Confidential Information of Respondent**

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

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

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

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

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

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

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

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

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

#### **3.6.4 Cancellation**

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

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

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

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

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

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

[End of Part 3]

## **APPENDIX A - FORM OF AGREEMENT**

The Agreement for Deliverables will be the ONTC draft Agreement, as attached to this Appendix A.

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

**BETWEEN:**

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**

**(“ONTC”)**

- and-

**XX**

**(the “Supplier”)**

**THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION**

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

“**Agreement Date**” means the date this agreement is signed by the last party to sign it, as determined by the dates indicated with the parties’ signatures;

“**Change Order**” has the meaning set out in Section 11;

“**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;

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

“**Delivery Date**” or “**Delivery Dates**” means the date(s) for the delivery of the Goods as set out in Schedule A;

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

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

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

“**Force Majeure**” means an event or a cause beyond the control of a party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, supply chain disruptions, governmental embargo, or changes to any acts, orders, legislation, regulations, directives, or priorities of

any government or other public authority; provided such event is not caused by the affected party's negligence or failure to exercise reasonable diligence. A Force Majeure event or cause does not include an inability to pay or a lack of financial resources unless it is due to a failure of the province to approve the appropriation from the Consolidated Revenue Fund for the Goods;

**"Goods"** means XXX and any other supplies, materials, equipment or other things required to be furnished or delivered as specified in Schedule A (Specifications) and Schedule B (Supplier's Proposal);

**"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;

**"Intellectual Property Rights"** means domestic and foreign intellectual property rights including: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) copyrights, copyright registrations and applications for copyright registration, (iii) mask works, mask work registrations and applications for mask work registrations, (iv) designs, design registrations, design registration applications and integrated circuit topographies, (v) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vi) trade secrets, proprietary information, know-how, technology, business ideas, drawings, and specifications relating to the business, and (vii) the right to commence legal proceedings with respect to the past or present infringement of the foregoing, including the right to recover all damages and profits, as provided for herein;

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

**"Notice"** includes notification or communication required or permitted to be given by one party to the other party under this agreement;

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

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

**"Subcontractor"** means a person who contracts with the Supplier or another Subcontractor for the performance of any part of the Supplier's obligations under the agreement;

**"Supplier Parties"** includes the Supplier and its officers, directors, employees, contractors and agents and those for whom the Supplier is in law responsible; and

**"Term"** has the meaning set out in Section 5.

**Agreement Specifics**

2. **Retainer.** ONTC hereby retains the Supplier to provide the Goods subject to the provisions of this Agreement. This is a non-exclusive retainer and ONTC may retain additional suppliers to supply the same or similar Goods.
3. **Description of the Goods.** The Goods to be supplied under this agreement are **XXX** as described in Schedule A (Specifications for Goods) and Schedule B (Supplier’s Proposal).
4. **Contract Price.** ONTC shall pay the Supplier for the Goods to be supplied under this agreement the amount of **XX** (the “**Contract Price**”), more particularly set out in Schedule B.
5. **Duration of this Agreement.** [The term of this agreement shall be three (3) years from the Effective Date, unless terminated earlier in accordance with this agreement (the “Term”). ONTC may extend the Term of this agreement for two additional one-year periods (each an “Extended Term”) upon providing notice to the Supplier at least 30 days prior to the end of the Term or the first Extended Term as the case may be.] The parties shall enter into a Change Order or amendment for each Extended Term which shall include the agreed upon quantity of Goods, price of the Goods and delivery schedule for the Goods for the Extended Term.
6. **Contract Documents.** The contract documents include the following:
  - (a) this agreement;
  - (b) any Change Orders or amendments;
  - (c) specifications for Goods (Schedule A);
  - (d) supplier’s Proposal (Schedule B); and,
  - (e) any other documents incorporated by reference in any of the foregoing(the “**Contract Documents**”).
7. **Precedence.** Subject to any contrary intention elsewhere in this agreement, in case of any inconsistency or conflict between the parts of the Contract Documents, such parts shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
  - (a) Change Orders or amendments;
  - (b) the body of this agreement;
  - (c) Schedule A (Specifications);
  - (d) Schedule B (Supplier’s Proposal); and,
  - (e) any other documents incorporated by reference in any of the foregoing.

8. **Prior to Provision of the Goods.** Immediately after the Effective Date, the Supplier shall provide to ONTC proofs of compliance required under this agreement or in the procurement documents.
9. **Standard of Care.** The Supplier shall:
  - (a) provide the Goods in accordance with all Environmental Laws and other applicable laws and the Contract Documents;
  - (b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Goods of a similar nature to the Goods; and,
  - (c) ensure any equipment used by the Supplier or by its Subcontractors at ONTC's premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties, (collectively, the "**Standard of Care**").
10. The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care. The Supplier shall exercise such Standard of Care in respect of any products, personnel or procedures which it may provide to ONTC.
11. **Changes.** Changes of any kind to the design or specifications for the Goods shall only be made by the Supplier upon receipt of a written change order signed by an authorised member of each Party (each, a "**Change Order**"). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change. A Change Order shall represent the full amount payable for all costs associated with the change or changes for which it was issued. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorised in advance by ONTC by way of a Change Order.
12. **Defective Goods.** The Supplier shall promptly correct Defects in the Goods at its expense whether or not the Defect is the result of poor workmanship, use of Defective products or damage through carelessness or other act or omission of the Supplier.

### **Delivery and Acceptance**

13. The Delivery Dates for the Goods and the quantities of the Goods shall be as described in Schedule A (Specifications). The Supplier shall be responsible for delivery of the Goods to the location specified by ONTC on the Delivery Dates. The Delivery Dates may only be changed by the written consent of ONTC. The Supplier shall pay all costs incurred in connection with the shipping and delivery of the Goods including all duties, excise taxes and brokerage fees. The risk of loss or damage to the Goods during delivery and prior to the delivery to ONTC's location shall be with the Supplier.
14. ONTC shall do a preliminary inspection and receive the Goods upon delivery to the ONTC location. The Supplier acknowledges that:
  - (a) ONTC may only be able to visually inspect the Goods upon delivery and receipt;

- (b) any Defects in the Goods may not be discoverable until installation work or the use of the Goods has commenced;
  - (c) ONTC shall not be deemed by receiving the Goods to have accepted Defects, if any, in the Goods or to have waived its rights for remedies for Defective Goods; and,
  - (d) the remedies of ONTC relating to Defective Goods under this agreement or under applicable laws will be available to ONTC until the Goods are installed.
15. If ONTC determines, acting reasonably, that any Goods provided by the Supplier, even if ONTC has already received them, do not comply with ONTC's specifications or are Defective, then ONTC may:
- (a) keep the Goods and adjust the Contract Price to reflect the diminished value of the Goods, as determined by ONTC, acting reasonably; or
  - (b) reject the Goods and return them (or require the Supplier to retrieve or undo them) at the Supplier's expense and either require the Supplier to replace them at the Supplier's cost or terminate that quantity of the Goods and adjust the Contract Price accordingly. If ONTC rejects the Goods, it shall not be responsible for any re-stocking charge.
16. If the Goods are rejected by ONTC, the Supplier shall be responsible for all costs incurred by ONTC as a result of any delay in ONTC completing the work related to the installation of the Goods as if the Goods had not been delivered on the Delivery Date as described in section 16. Provided that the Supplier shall not be responsible for any delays caused by a failure by ONTC to complete the inspections, referenced in section 16, in a timely manner.
17. While on ONTC premises, the Supplier shall comply with ONTC's health and safety policies and procedures, as amended from time to time, including its Fit for Duty Policy.

### **Title and Risk**

18. Subject to any contrary intention in the Contract Documents, title to all Goods and all risk of damage or loss thereto shall pass to ONTC on the date the Goods are delivered to ONTC's location and received by ONTC.

### **Time is of the Essence**

19. The parties agree that time is of the essence in this agreement and the Goods must be delivered to ONTC on the Delivery Dates and in the quantities specified in Schedule A, as amended by a Change Order, if any.
20. The Supplier acknowledges that ONTC will suffer damages if the Goods are not delivered to ONTC on the Delivery Date or if the Goods have Defects that delay the installation of the Goods. The Supplier shall be responsible for all damages suffered by ONTC as a result of the failure to deliver the specified quantity of Goods on the Delivery Date or a delay in the installation of the Goods due to Defects. Notwithstanding any other provision of the Contract Documents, these damages shall include, but not be limited to, the cost to ONTC, including the cost of internal resources, to obtain alternate Goods, any losses to ONTC due to a delay in obtaining alternate Goods, additional labour costs, and additional costs requested by ONTC contractors installing the Goods.

### **Intellectual Property**

21. The Supplier is responsible for obtaining all approvals and licenses with regarding to any Intellectual Property associated with the Goods.
22. The Supplier shall be liable for and fully indemnify and hold harmless ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Goods and their use by ONTC, infringes any Intellectual Property Rights. In the event that an injunction is obtained against ONTC's use of the Goods because of infringement of a third party's Intellectual Property Rights, in addition to any other remedy available to ONTC, the Supplier shall replace the Goods to the satisfaction of ONTC so that they become non-infringing.

### **Warranty**

23. The Supplier warrants that the Goods will: (i) be of good quality and workmanship; (ii) conform to the specifications and/or standards in the Contract Documents; (iii) comply with all Environmental Laws and applicable local, provincial and federal laws and regulations; (iv) be free from Defects in design, materials and workmanship; and (v) be fit for the intended purpose.
24. ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Goods and the Supplier shall assign all such warranties to ONTC on the same terms in which these warranties have been provided to the Supplier, to the extent such warranties permit assignment. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

### **Deliverables**

25. The Supplier shall, at the time of delivery of the Goods, provide to ONTC, the following:
  - (a) warranty information; and,
  - (b) maintenance kit, if applicable.

### **Amounts Chargeable in Respect of the Goods**

26. The Supplier may charge ONTC, for the provision of the Goods amounts not greater than the Contract Price and any Change Orders/amendments. The Supplier shall submit an invoice to its ONTC Contact Person and to [pay.inv@ontarionorthland.ca](mailto:pay.inv@ontarionorthland.ca).

### **Payment**

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

### **Final Invoice**

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

### **Force Majeure**

30. Neither party shall be liable to the other for any delay in or failure to perform its obligation under this agreement (other than non-payment of money by ONTC to the Supplier) if any such delay or failure is due to Force Majeure. If a party becomes aware of an event of Force Majeure affecting its ability to perform its obligations under this Agreement, it shall give the other party oral notice within two business days of the event of Force Majeure, and, in addition, written Notice, together with a proposed plan of corrective action to resolve or minimize the effect of the event of Force Majeure, within five (5) Working Days of the event of Force Majeure.
31. If there is an event of Force Majeure, the party claiming such event shall:
- (a) complete the performance of its obligations as soon as possible after the event of Force Majeure is removed;
  - (b) make all reasonable efforts to mitigate the effect of the event of Force Majeure on the other party; and,
  - (c) not treat other parties with whom it contracts more favourably where its obligations to such other parties are affected by the same event of Force Majeure.
32. For each full day of Force Majeure, the Delivery Date shall be extended by a full day.
33. If the failure to perform an obligation hereunder is due to an event of Force Majeure which continues for a period in excess of 60 continuous days, either party may terminate this agreement effective upon Notice to the other party and ONTC shall pay the Supplier for the prorated value of the Goods supplied to the date of termination. This amount shall be the sole remedy of the Supplier for the termination of the agreement pursuant to this section.

### **Early Termination**

34. ONTC may, for cause, terminate this agreement if the Supplier defaults in the performance of any of the terms and conditions of this agreement or with any proper order or request of ONTC by providing written notice to the Supplier of the particulars of the default. If the Supplier fails to remedy the default within ten days from the date of delivery of the Notice, ONTC shall have the right, at its sole option, to terminate this agreement forthwith by providing written Notice to the Supplier.
35. The Supplier may terminate this agreement upon at least ten days' Notice if ONTC fails to make payment that is due and payable within the payment period in accordance with the agreement and ONTC failing to remedy such breach within seven days of receiving written Notice of the breach.

36. The parties may, by mutual written agreement, terminate this agreement at any time.
37. This agreement will terminate immediately upon:
  - (a) The dissolution of the Supplier; or,
  - (b) Subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.
38. If this agreement is terminated early in accordance with sections 34 or 36, then:
  - (a) ONTC is excused from further performance under this agreement;
  - (b) Any money payable by the Supplier to ONTC is immediately due and payable;
  - (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination; and,
  - (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier.

### **General Confidentiality Requirements**

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

### **Keeping Confidential Information Confidential**

43. Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
44. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
45. The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

### **Disclosing Confidential Information**

46. The Receiving Party may disclose Confidential Information if:
  - (a) the Disclosing Party approves in writing;
  - (b) the Receiving Party is required by law to disclose it; or,
  - (c) the Confidential Information is generally and publicly available.
47. If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
48. The Supplier specifically acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and that ONTC may be compelled by law to disclose certain Confidential Information.

### **Breach of Confidentiality**

49. If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give written Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
50. If a party were to breach the provisions of this agreement relating to Confidential Information, the harm that would be suffered by the other party would not be compensable by monetary damages alone. Therefore, either party may, in addition to any other remedies, seek an injunction against any breach or threatened breach by the other party of any provision relating to Confidential Information.

### **Indemnity and Limitation of Liability**

51. **General Indemnity.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or Supplier Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.
52. **Specific Indemnities.** The Supplier shall indemnify ONTC and ONTC Parties and save them harmless from and against all Losses incurred by ONTC arising from:
  - (a) any claim by any third party against ONTC alleging that the Goods and their use by ONTC infringes any Intellectual Property Rights;
  - (b) any claim against ONTC arising from the failure of the Supplier to protect the confidentiality of Confidential Information; and,

- (c) safety infractions committed by the Supplier under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
53. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person while delivering the Goods and for any damage caused to ONTC's physical property by an act or omission of the Supplier or a Supplier Party.
54. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the delivery of the Goods unless caused by the negligent act or omission of ONTC or ONTC Parties.
55. **Waiver.** The Supplier waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Supplier or Supplier Parties and for any loss or damage of the Supplier unless caused by the negligent act or omission of ONTC or ONTC Parties.
56. **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 or Renewal 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.
57. **Survival.** The sections in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

### **Communications**

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

### **Other Warranties**

59. **Anti-Corruption.** The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Supplier.
60. **Bribery.** The Supplier warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Supplier becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Supplier shall report the incident to ONTC immediately.
61. **Forced Labour.** The Supplier warrants that it is unaware of any forced labour or child labour being used at any step of the production of goods produced or services purchased or distributed by it in Canada or elsewhere or for the production of goods or services imported by the Supplier. The Supplier warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Supplier shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9*.
62. **Sanctions.** In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette, Part II. It is the only text which is authoritative. The Supplier shall comply with any such regulations that are in force on the effective date of the Agreement and will require such compliance by its first-tier subcontractors.
63. **Reliance.** ONTC relies on the warranties from the Supplier in sections 52 to 55 in entering into the Agreement, and any breach of such undertaking shall entitle ONTC to terminate the Agreement for default and to recover damages from the Supplier, including excess re-procurement costs.

### **General**

64. **Notices:** A party giving Notice shall give it in writing and shall send it by personal delivery, email or prepaid courier to the other party's contact person at an address of the other party provided for in this agreement.
65. The initial contact person and contact address for the parties are:

Ontario Northland Transportation Commission

Attention:  
555 Oak Street East  
North Bay, ON P1B 8L3  
E

P

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

XX

Attention: XX

XX

XX

T:

E:

66. A Notice sent by:
- (a) Personal delivery is deemed to be delivered on the date it is personally delivered;
  - (b) Email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt; and
  - (c) Prepaid Courier is deemed to be delivered two days after the date it is consigned to the courier.
67. **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.
68. **Relationship:** The Supplier is an independent contractor of ONTC. The Supplier shall not, except as ONTC may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of ONTC, or bind ONTC in any respect whatsoever. The Supplier is not a partner, joint venturer, agent or employee of ONTC.
69. **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.
70. **Severability:** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Supplier as though such section or part or parts thereof had never been included in this Agreement.
71. **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.

72. **Entire Agreement:** The Contract Documents constitute the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous commitments, representations, warranties, arrangements, understandings agreements, and negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Agreement Date.
73. **Counterparts, Electronic Signatures and Electronic Delivery.** This Agreement may be executed with electronic signatures and delivered by electronic transmission and the parties may rely upon all such electronic signatures as though such electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

**[SIGNATURE PAGE FOLLOWS]**

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

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

Per: \_\_\_\_\_  
Name: Jonathan Corely  
Title: VP Rail Operations

Date: \_\_\_\_\_

*I have authority to bind the corporation.*

**XXX**

Per: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

*I have authority to bind the corporation.*

**Schedule A**  
**Specifications for the Goods**

**Schedule B  
Supplier’s Proposal**

## APPENDIX B - RFQ PARTICULARS

### A. THE DELIVERABLES

#### Objective

Ontario Northland Transportation Commission (“ONTC”) is requesting quotations for the **Supply, Packaging, and Delivery of track bolts (complete with nuts and washers)** for use in ONTC rail infrastructure. The material must comply with ONTC’s current standards and referenced Canadian National (CN) drawings.

All material must be delivered to 200 Lagoon Road, Englehart, ON, no later than **July 6, 2026**. Respondents who cannot deliver the Track Bolts by the respective delivery date may be disqualified. Respondents who are unable to meet the specifications as detailed, are required to submit a request for an alternate product prior to the expiration of the Question Period as specified above.

***Partial deliveries will not be permitted unless otherwise approved in advance by the ONTC representative in writing.***

#### Description of Goods

The Respondent shall supply approximately 20,000 complete Track Bolt assemblies meeting the specifications as detailed in Appendix E - Acknowledgment to Comply with Specifications.

#### Quality Assurance and Compliance

- All materials must be new, unused, and free from defects.
- ONTC reserves the right to:
  - Inspect goods upon delivery
  - Reject any materials that do not conform to specifications or approved drawings
- Respondent is responsible for replacing any rejected materials at no additional cost to ONTC.

#### Documentation Requirements

The Respondent shall provide:

- Applicable CN drawings (TS-1320 and TS-1301)
- Mill test certificates or material certifications (upon request)
- Packing list identifying number of kegs and total quantities shipped

#### Transportation and Handling

- Respondent is responsible for all transportation, handling, and delivery costs.

- Materials shall be securely packaged and protected against damage during transit.
- Delivery shall be coordinated with ONTC to ensure safe and efficient unloading.

### **Exclusions**

This Scope of Work does **not** include:

- Installation services
- On-site assembly

### **Acceptance**

Final acceptance of materials is subject to:

- Compliance with specifications
- Verification of drawings
- Satisfactory inspection by ONTC upon delivery

## **B. MATERIAL DISCLOSURES**

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

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

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

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

## **C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

### **2. Acknowledgement to Comply with Specifications (Appendix E)**

Proponents must complete the Acknowledgement to Comply with Specifications (Appendix E) and submit with their quotations.

### **3. Pricing**

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

#### 4. Other Mandatory Requirements

Not Applicable.

#### D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

#### E. PRE-CONDITIONS OF AWARD

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

- (a) Certificates of insurance as specified in the Draft Agreement; and,
- (b) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable.

#### F. EVALUATION CRITERIA

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

Item	Criteria	Weighting	Minimum Threshold
<b>1. TECHNICAL PROPOSAL</b>			
<b>1.0</b>	<b>Category 1: Qualitative Proposal</b>	<b>55</b>	<b>27.5</b>
1.1	Company Profile	5	
1.2	Schedule	20	
1.3	Specifications	15	
1.4	References	5	
<b>2.0</b>	<b>Building Ontario Business Initiative</b>	<b>10</b>	<b>n/a</b>
	<b>Total</b>	<b>45</b>	
<b>50% Minimum Threshold to be obtained in Category 1 (30/60) to Proceed to Stage 2 – Pricing Proposal. Proposals which do not meet this minimum threshold may not be considered further.</b>			
<b>2. PRICING PROPOSAL</b>			
	<b>Pricing</b>	<b>45</b>	<b>n/a</b>
	<b>Total Points</b>	<b>100</b>	<b>n/a</b>

## **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.

<b>ITEM #</b>	<b>DESCRIPTION</b>
	<b>Title Page</b>
	<b>Table of Contents</b>
<b>1.0</b>	<b>Qualitative Proposal</b>
1.1	<p>Respondents shall provide a Company Profile, <i>(including Subcontractors, if any)</i>, indicating the length of time (number of years) the company has been providing similar services. Company profiles shall include, but not be limited to the following:</p> <ul style="list-style-type: none"><li>• Company history;</li><li>• Office location(s);</li><li>• Corporate operating philosophy; and</li><li>• Description of specialties and specific services offered.</li></ul> <p>Respondents shall demonstrate a minimum of five (5) years' experience in supplying goods of a similar nature.</p>
1.2	<p><b><u>Full points</u></b> will be awarded to vendors who can deliver the specified goods by <b><u>June 15, 2026</u></b>.</p> <p><b>Vendors who cannot deliver the required goods by the date specified may receive zero.</b></p> <p>Respondents shall provide the firm date and not a range or estimate of weeks. If a range or estimate is provided, ONTC will base the evaluation on the last date provided. The delivery date for the equipment must be before the deadlines provided in this RFQ, failing which the Respondent's proposal may be disqualified.</p>

1.3	<p>ONTC will assign <b>15 points</b> to proponents who meet the exact requirements of ONTC.</p> <p>Respondents who cannot meet ONTC's exact requirements but still meet general requirements will receive <b>half points</b>.</p> <p>Respondents are required to complete <b><u>Appendix E - Acknowledgment to Comply with Specifications</u></b> in order to receive points for this section.</p>
1.4	<p>Respondents shall provide a minimum of three (3) references that demonstrate experience delivering similar goods within the last five (5) years.</p> <p>Respondents are required to complete <b><u>Appendix F - References</u></b> in order to receive points for this section.</p>
<b>2.0</b>	<b>Building Ontario Business Initiative</b>
	<p>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.</p>

**G. PRICE EVALUATION METHOD**

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

Pricing is worth **45 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:

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

**Instructions on How to Provide Pricing**

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

- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

## APPENDIX C - SUBMISSION FORM

### 1. Respondent Information

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

### 2. Sub-Contractors

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

#### List of Sub-Contractors

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

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

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

### 3. Bill S-211

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

1. Is your company required to report under the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes  No

2. Is your company compliant with the Government of Canada’s Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes  No

3. Has your company been involved in forced and/or child labour in the past? Yes  No

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

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#### 4. Building Ontario Businesses Initiative

**A - “Ontario business”** means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either,

- i. has its headquarters or main office in Ontario, or
- ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

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

- Yes, my organization is an “Ontario business” as defined above.
- No, my organization is not an “Ontario business” as defined above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Yes
- No

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

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

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

## **6. Ability to Provide Deliverables**

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

## **7. Non-Binding Pricing**

The respondent has submitted its pricing in accordance with the instructions in the RFQ. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or

altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

## 8. Addenda

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

## 9. Communication with Competitors

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

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

- (a) it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
  - (i) prices;
  - (ii) methods, factors, or formulas used to calculate prices;
  - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
  - (iv) the intention or decision to submit, or not to submit, a quotation; or
  - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and
- (b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

## Disclosure of Communications with Competitors

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

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## 10. No Prohibited Conduct

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

*RFQ 2026 036*

*Purchase of Track Bolts*

## 11. Conflict of Interest

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

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

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

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

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

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## 12. Disclosure of Information

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

## 13. Execution of Agreement

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

## 14. Travel

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the bidder hereby acknowledges that travel expenses must be approved in advance by ONTC and must be in compliance with the Management Board of Cabinet Travel, Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive>)."

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Signature of Respondent Representative

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Name of Respondent Representative

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Title of Respondent Representative

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Date

I have the authority to bind the respondent.

**APPENDIX D - SCHEDULE OF PRICES**

We, \_\_\_\_\_

*(Name of Respondent)*

having carefully examined, understood, and completed the Request for Quotation Documents as described in Appendix B - RFP Particulars, and Addenda No. \_\_\_ to No. \_\_\_, inclusive, hereby agree to deliver the goods associated with **Purchase of Track Bolts**, as described in Appendix B - The Deliverables, of this Request for Proposal (RFP), for a total price of:

( \_\_\_\_\_ ) \$ \_\_\_\_\_ (excluding HST)  
*(in words)*

Item	Price
Supply of approx. 20,000 complete Track Bolt assemblies (1" x 5 7/8") w HD Square nut and lock washers, <b>including</b> all handling, packaging and delivery to Englehart, ON	\$
<b>Total All-Inclusive Price (excluding HST)</b>	<b>\$</b>

Pricing must be in Canadian Dollars.

Purchase is subject to budgetary review and approval of expenditures.

**Please include any further applicable cost breakdowns to this Appendix D - Schedule of Prices.**

**APPENDIX E - ACKNOWLEDGEMENT TO COMPLY WITH SPECIFICATIONS**

Proponents acknowledge that they can comply with Appendix B - RFQ Particulars - Specifications.

(Check one) YES \_\_\_\_\_; NO \_\_\_\_\_

Proponents acknowledge that they can deliver the **Track Bolts** to Englehart, ON, no later than **July 6, 2026**.

(Check one) YES \_\_\_\_\_: NO \_\_\_\_\_

Respondents who cannot deliver the equipment by the date above shall propose an alternative date: \_\_\_\_\_

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

Proponents must meet all of the minimum specifications/requirements identified in Appendix B - RFQ Particulars - Specifications. ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.

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

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

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

**Specifications**

- Item - Track Bolts (1” 5 7/8”)

Items	Comply (Yes or No)	Other (If No, provide Equivalent)	Details (Provide details of Equivalent)
<b>Product Specifications</b>			
Track Bolt: Complete assembly			
Rail Section: 115lb rail			
Bolt Diameter: One (1) inch			
Bolt Length: 5-7/8 inches			
Nut: Heavy-duty square nut			

Washer: Lock washer			
Assembly: Bolt, nut and washer supplied as complete unit			
<b>Standards/Drawings</b>			
CN Drawing TS-1320			
CN Drawing TS-1301			
<b>Packaging Requirements</b>			
Packaged in 50lb kegs			
Each keg shall contain 20 complete bolt assemblies			
Total assemblies assumed per keg: 20 bolts (complete with nut and washer)			
<b>Quantity</b>			
1,000 kegs total			
Total complete bolt assemblies: 20,000 units (approx.)			

## APPENDIX F - REFERENCES

The Respondent must supply here the reference information of three (3) relevant customers in which they have provided services within the last five (5) years. **ONTC is NOT to be listed as a Reference.**

### Reference No. 01

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

### Reference No. 02

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

### Reference No. 03

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail