



**Request for Proposals**  
**for**  
**RFP 2026 041 - Contract Agency Services - Kenora**

Request for Proposals No.: **RFP 2026 041**

Issued: **Wednesday, May 20, 2026**

Submission Deadline: **Friday, June 19, 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 041 - Contract Agency Services - Kenora**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

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

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

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

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

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

ONTC is seeking proposals from qualified Service Providers to act as a Third-Party Contract Agent for the sale of bus/train tickets, handling of parcels and freight, and other related duties, as described in Appendix B - The Deliverables.

#### **1.1.2 Proponent Must Be Single Entity**

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

### **1.1.3 Bidding System Registration**

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

## **1.2 RFP Contact**

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

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

Telephone: 705-472-4500 x588  
Email: [nicole.laplante@ontarionorthland.ca](mailto: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 Contract for Deliverables**

### **1.4.1 Type of Contract**

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

### **1.4.2 Term of Contract**

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

## 1.5 RFP Timetable

### 1.5.1 Key Dates

Issue Date of RFP	Wednesday, May 20, 2026
Deadline for Questions	Monday, June 15, 2026 at 4:00:00 PM EDT
Deadline for Issuing Addenda	Wednesday, June 17, 2026 at 4:00:00 PM EDT
Submission Deadline	Friday, June 19, 2026 at 2:00:00 PM EDT
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Friday, June 26, 2026
Contract Negotiation Period	Fifteen (15) calendar days
Anticipated Execution of Agreement	Friday, July 24, 2026

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

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

Not applicable.

## 1.6 Submission Instructions

### 1.6.1 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.

### 1.6.2 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.

### 1.6.3 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.

#### **1.6.4 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.

#### **1.6.5 Withdrawal of Proposals**

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

[End of Part 1]

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

### **2.1 Stages of Evaluation and Negotiation**

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

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

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

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

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

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

ONTC will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, ONTC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

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

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

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

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

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

or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

## **2.5 Stage IV - Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

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

### **2.5.2 Contract Negotiation Process**

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

### **2.5.3 Time Period for Negotiations**

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

### **2.5.4 Failure to Enter into Agreement**

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

### **2.5.5 Notification of Negotiation Status**

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

[End of Part 2]

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

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

#### **3.1.1 Proponents to Follow Instructions**

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

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

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

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

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

#### **3.1.4 Past Performance**

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

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

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

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

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

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

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

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

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

and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.9 Trade Agreements**

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

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

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

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

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

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

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

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

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

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

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

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

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

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

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

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

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

### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) having or having access to confidential information of ONTC in the preparation of its proposal that is not available to other proponents;
  - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
  - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

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

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

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

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

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

### **3.4.4 Prohibited Proponent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

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

### **3.4.8 Supplier Suspension**

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

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

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

## **3.5 Confidential Information**

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

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

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

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

### **3.5.2 Confidential Information of Proponent**

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

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

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

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

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

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

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

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

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

#### **3.6.4 Cancellation**

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

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

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFP.

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

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

[End of Part 3]

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

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

### AGENCY AGREEMENT

Agent Legal Name		"Agent"
Agency Location	ONTC Bus Depot (1329 Hwy 17 E, Kenora)	"Premises"
Agent Address		
Agent Representative		
Phone Number		
Email		
Signature	<i>I/We have authority to bind the Agent.</i>	
Date		

<b>Ontario Northland Transportation Commission</b>		"ONTC"
ONTC Representative	Bob Sloss, Director, Passenger Operations and Customer Experience	"ONTC Representative"
Phone Number	705-472-4500 x281	
Email	Bob.sloss@ontarionorthland.ca	
Signature	<i>I have authority to bind ONTC.</i>	
Date		

**By signing above, the parties agree to the terms and conditions of this Agreement.**

- Services:** The services to be provided by the Agent are those outlined in the Scope of Work, including the following (*check all that apply*):

  - Tickets: Sell tickets at the rates approved by ONTC in accordance with the terms in Schedule A;
  - BPX: Issue shipping documents for the transportation of baggage and Bus Parcel Express ("BPX") parcels at the rates approved by ONTC and receive, store and deliver to the intended recipient the baggage and BPX parcels in accordance with the terms in Schedule B;
  - Motor Coach Stop on the Premises in accordance with the terms in Schedule C;
  - Passenger Waiting Area in accordance with the terms in Schedule D;

(collectively the "**Services**"), including any additional services outlined in the Scope of Work.
- Appointment:** ONTC appoints the Agent to act as the agent of ONTC for the Services. The Agent shall be the exclusive provider of the services in the designated area unless the Agent fails to adequately provide the services.

3. **Agreement:** The agreement between the Agent and ONTC consists of this agreement and related schedules (Schedules A to D) as well as the following documents attached to this agreement:
  - (a) Addenda to the Request for Proposal, if any;
  - (b) document identified as Appendix B – RFP Particulars in the Request for Proposal (“**Scope of Work**”);
  - (c) document identified as Appendix F – Policies and Procedures in the Request for Proposal (“**Policies and Procedures**”); and
  - (d) documents submitted by the Agent (“**Agent’s Submission**”):
    - i. document identified as Appendix C – Submission Form in the Request for Proposal;
    - ii. document identified as Appendix D – Schedule of Prices in the Request for Proposal; and
    - iii. Agent’s Technical Proposal.

(collectively, the “**Agreement**”).
4. **Term:** This Agreement shall be for a period of three (3) years commencing on September 1, 2026, and terminating on August 31, 2029, unless terminated earlier pursuant to the provisions of this Agreement (the “Initial Term”). The Initial Term may be extended for two (2) additional one-year periods (each an “Extension Term”) at ONTC’s sole discretion.
5. **Rate:** ONTC shall pay the Agent monthly for performance of the Services (the “Set Flat Rate”), subject to compliance by the Agent with sections 7 and 8, as follows:
  - (a) **Year One of the Initial Term:** A monthly Set Flat Rate of \$XXX, plus applicable taxes;
  - (b) **Year Two of the Initial Term:** A monthly Set Flat Rate of \$XXX, plus applicable taxes;
  - (c) **Year Three of the Initial Term:** A monthly Set Flat Rate of \$XXX, plus applicable taxes;
  - (d) **Extension Term 1 (Optional):** A monthly Set Flat Rate of \$XXX, plus applicable taxes;
  - (e) **Extension Term 2 (Optional):** A monthly Set Flat Rate of \$XXX, plus applicable taxes.
6. **Extra Coverage:** Should ONTC require extra coverage beyond the Agent’s Business Hours set out section 11, ONTC shall pay the Agent the hourly rate indicated in the Agent’s Submission (Appendix D – Schedule of Prices).
7. **Invoicing:** The Agent shall submit a monthly report to ONTC within one business day of the end of each month during which the Services were provided. The monthly report shall include:
  - (a) Warrants and letter of authorized travel;

- (b) Manual tickets and shipping documents;
- (c) Purchase orders;
- (d) Vouchers; and,
- (e) Signed account charge transactions.

ONTC will invoice the Agent for the cash sales in each month within 15 business days after receipt of the monthly report. **This invoice must be paid in full before ONTC will process the payment in accordance with section 8.**

8. **Payment:** ONTC will pay the Set Flat Rate for each month upon receipt of payment from the Agent of the invoice for the cash sales in each month.
9. **Agent Obligations:** The Agent shall:
  - (a) provide the Services in compliance with applicable laws and with applicable ONTC policies, tariffs and rules, including the ONTC Passenger Tariffs and Agents Manual. The Agent shall advise ONTC regarding any investigations, complaints, or charges that relate to the provision of the Services;
  - (b) participate in training provided by ONTC;
  - (c) perform the Services with diligence and in a courteous and business-like manner;
  - (d) disclose to ONTC any conflict of interest that arises from the Agent's provision of the Services;
  - (e) advise ONTC immediately of any anticipated or actual loss, involuntary destruction, unauthorized or unlawful access or modification to or use of, or unauthorized or unlawful disclosure of any ONTC Intellectual Property, Confidential Information or Personal Information;
  - (f) ensure that no security interests encumber the ONTC property in the Agent's possession;
  - (g) not subcontract the provision of any of the Services without the written consent of ONTC;
  - (h) provide an internet connection for the ONTC computer system. The Agent is encouraged to send tickets electronically via email; and,
  - (i) locate and use the equipment, if any, provided by ONTC.
10. **Agent's Representations and Warranties:** The Agent represents and warrants that:
  - (a) it has full authority to enter into and perform all of its obligations under this Agreement, and that it has read this Agreement, understands same, and agrees to be bound by all of the terms, conditions and provisions of the Agreement;

- (b) no bribe, gift, or other inducement has been paid, given, promised or offered to any officer or employee of ONTC, for or with a view to the obtaining of this Agreement by Agent; and,
- (c) as of the date of this Agreement, there are no legal or financial circumstances with respect to the Agent that, if known by ONTC, would reasonably be expected to cause ONTC to not enter into this Agreement. Agent shall advise ONTC promptly in the event of any such circumstances occurring after the date of this Agreement.

11. **Business Hours:** The Agent's business hours shall be as follows:

- (a) Monday to Friday: 9:00 a.m. to 5:00 p.m.; and 8:00 p.m. to 11:00 p.m.
- (b) Saturday: Closed
- (c) Sunday: 9:00 a.m. to 12:00 p.m.; and 8:00 p.m. to 11:00 p.m.

(the "**Business Hours**"). The Agent agrees that any changes to its Business Hours must first be agreed to in writing by ONTC.

12. **Equipment:** ONTC shall supply the Agent with the equipment, if any, described in the schedules to this Agreement (the "Equipment") during the Initial Term and any Extended Term on the following terms and conditions:

- (a) the Equipment shall remain the property of ONTC;
- (b) ONTC shall install and maintain the Equipment at the Premises and remove the Equipment. The Agent expressly provides its consent for ONTC to access the Premises to remove the Equipment at the end of this Agreement;
- (c) the Equipment shall be used for its intended purpose; and,
- (d) if the Equipment is damaged while it is in the Premises, the Agent shall be responsible to pay for all costs associated with the damage, including the repair or replacement of the Equipment, whichever ONTC chooses.

13. **INTENTIONALLY DELETED.**

14. **Supplies and Money:** All supplies provided by ONTC and all money collected by the Agent from the sale of tickets and shipping documents are the property of ONTC and the Agent holds the supplies and money on behalf of ONTC. The Agent shall notify ONTC promptly of any damage to or destruction of the supplies or money and shall be responsible for the repair or replacement costs arising from the damage or destruction.

15. **Intellectual Property:** "Intellectual Property Rights" means all intellectual property rights whether protected by statute, at common law or in equity. ONTC shall remain the owner of all Intellectual Property Rights owned by or licensed to ONTC prior to and after the date of this Agreement.

16. **Use of Name and Logo:** The Agent shall not use the name "Ontario Northland Transportation Commission", "Ontario Northland" or any similar name or any of ONTC's

logos, designs, colours, or registered or unregistered trademarks or trade names except with the prior written approval of ONTC.

17. **Signage:** The Agent shall ensure that any sign(s) provided by ONTC are properly installed and readily visible to customers.
18. **Records and Audit:** The Agent shall maintain records of the sales of all tickets and shipping documents in the form and with the content required by ONTC. Upon request of ONTC, the Agent shall produce for inspection and audit by a duly authorized representative of ONTC any records in the Agent's possession showing the disposition of money or tickets and shipping documents sold on behalf of ONTC.
19. **Confidentiality:** In this Agreement,

"**Confidential Information**" means 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.

"**Personal Information**" has the same meaning as the definition of "personal information" in the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 and, specifically in the context of this Agreement, comprises recorded information about an identifiable individual, including information relating to the age, sex, marital or family status of the individual and the address, telephone number, drivers' license information and credit card or other financial information of the individual.

The Agent acknowledges and agrees that the terms of this Agreement, including the financial terms contained herein, are Confidential Information and shall not be disclosed by the Agent to Third Parties.

20. **Maintaining Confidentiality:** The Agent and its employees shall protect and maintain the confidentiality of any Confidential Information or Personal Information disclosed to the Agent by ONTC or ONTC customers and not use such information for any purpose other than to perform the Services. The Agent shall return all of ONTC's Confidential Information and Personal Information when this Agreement ends or earlier if requested by ONTC.
21. **Personal Information:** The Agent acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA), and FIPPA applies to and governs all records relating to ONTC passengers and other customers and the privacy provisions of FIPPA governing the collection, retention, use, disclosure and security of Personal Information continue to apply while this Agreement is in effect and thereafter. All records containing Personal Information that are created or maintained during the performance of the Services shall be the property of ONTC.
22. **FIPPA and Freedom of Information:** The Agent shall provide to ONTC any and all FIPPA records within seven (7) business days from the date of ONTC's notice to the Agent to provide them, for the purposes of responding to an access request under FIPPA. ONTC shall in its sole discretion determine what FIPPA records will be disclosed in connection with an access request, in accordance with the requirements of FIPPA.
23. **Personal Information Security:** The Agent shall keep all records containing Personal Information secure and ensure its computer security is adequate to protect Personal

Information obtained from ONTC or from ONTC customers against unauthorized access and disclosure. The Agent shall not disclose or transfer any records containing Personal Information to a third party except with the informed prior written consent of ONTC.

24. **General Indemnity:** The Agent shall indemnify and hold harmless ONTC from and against all loss, liability, damage, fines, cost, legal cost and disbursement, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Agent in the course of the performance of the Agent's obligations under the Agreement or otherwise in connection with the Agreement. The Agent 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.
25. **Bodily Injury and Property Damage.** The Agent 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 the Agent's act or omission.
26. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
  - (a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages; and,
  - (b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, 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.
27. **Specific Indemnities:** The Agent shall indemnify ONTC and save it harmless from and against all loss, liability, damage, fines, cost, legal cost and disbursement incurred by ONTC arising from:
  - (a) any health, medical disability or similar claims which the Agent or its employees may have during or after the term of this Agreement;
  - (b) safety infractions committed by the Agent under the Occupational Health and Safety Act or any other laws regulating health and safety at the Premises; and,
  - (c) any claims against ONTC for the failure of the Agent to protect the confidentiality of Confidential Information.
28. **Risk of Loss to BPX Parcels:** ONTC assumes, and waives against the Agent, all risk of injury, loss, or damage caused by fire, theft, or other cause to the BPX parcels in the custody of the Agent on the Premises unless caused by the Agent's act or omission.

29. **Insurance:** The Agent shall maintain public liability insurance with a limit of not less than \$2,000,000 or such higher limits and including such additional terms and coverage as ONTC acting reasonably may require. Such insurance shall contain a waiver of subrogation in favour of ONTC, include "Ontario Northland Transportation Commission" as an additional insured, and contain cross liability coverage.
30. **Proof of Insurance:** Upon the request of ONTC and thereafter upon the renewal of the insurance policy, the Agent shall provide to ONTC evidence of such insurance having been obtained and maintained in the form of a certificate of insurance or a copy of the insurance policy.
31. **Termination for Agent Default:** ONTC may terminate this Agreement immediately if the Agent is in default or breach in respect of any condition or provision of this Agreement. Without limiting the generality of the preceding sentence, the Agent shall be in default if the Agent closes its business, ceases to provide the Services, does not pay invoices from ONTC or submit the monthly reports within the time required or becomes insolvent.
32. **Termination for Convenience:** Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. If 60 days' notice by the Agent is not provided prior to the Agent ceasing to provide the Services, ONTC shall not be required to pay the Agent any consideration for the month during which the Agent ceased to provide the Services.
33. **End of Agreement:** Upon early termination or expiry of this Agreement, the Agent shall return the balance of Total Sales, unsold tickets, signage, BPX materials and parcels, cash, and equipment to ONTC. The Agent hereby consents to Ontario Northland entering the premises to retrieve the items listed in the foregoing sentence.

"**Total Sales**" means the dollar value of the sales by the Agent, excluding applicable taxes, ticket fees, excess baggage, and any value add charges (BPX-insurance, fuel surcharge, door to door, etc.)

34. **Notice:** Any notice under this Agreement shall be given in writing and delivered personally or by fax, email or prepaid courier addressed to the address provided above or at such other address or addresses as ONTC and the Agent may designate from time to time. The date of receipt of any such notice shall be the date of delivery.
35. **Assignment:** Neither party may assign their respective rights and obligations under this Agreement without first obtaining the written consent of other party, provided, however, that either party may assign this Agreement to an affiliate or the successor of its business upon written notice to the other party. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors (including any successor by reason of amalgamation, merger or statutory arrangement of any party) and permitted assigns.
36. **No Waiver:** No waiver by a party of any breach by the other party of any of its obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any obligations. The subsequent acceptance of any remittances from the Agent by ONTC shall not be deemed a waiver of any preceding breach by the Agent regardless of ONTC's knowledge of such preceding breach at the time of the acceptance of such compensation.
37. **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 (except in

relation to ticket and shipping document sales), landlord and tenant, or of partnership or of joint venture between the parties.

38. **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 courts of the Province of Ontario shall have exclusive jurisdiction for any legal proceedings arising out of this Agreement.
39. **Severability:** Should any section or part or parts of a section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Agent as though such section or part or parts thereof had never been included in this Agreement.
40. **Entire Agreement:** This Agreement and the attached Schedules constitute the entire agreement and understanding of the parties and supersedes any and 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 to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
41. **Survival:** 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.
42. **Counterparts and Electronic Delivery:** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**Schedule A**  
**Ticket Sales**

1. ONTC shall supply the Agent with the following equipment and supplies:
  - Ticketing system, including computer and related equipment
  - Laser printer
  - Credit/debit card terminal
  - Toner cartridge replacements
  - Paper supply
  - Baggage tags
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell tickets at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling tickets.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.

**Schedule B**  
**BPX Parcels**

1. ONTC shall supply the Agent with the following equipment and supplies:
  - Parcel system, including computer and related equipment
  - Bar code scanner
  - Electronic signature pad
  - Weight scale
  - Manual Emergency Waybills
  - Shipping pouches & labels
  - Laser printer
  - Credit/debit card terminal
  - Toner cartridge replacements
  - Paper supply
2. The Agent shall not attempt to repair, move, reverse engineer, alter or otherwise tamper with the materials and equipment provided by ONTC.
3. The Agent shall not sell shipping documents for BPX Parcels at a price different from the tariff set by ONTC.
4. The Agent shall represent ONTC for the purpose of promoting and selling shipping documents for BPX parcels.
5. The Agent and its employees shall familiarize themselves with the timetables, bulletins, and tariffs supplied by ONTC and provide this information to the public upon request.
6. The Agent shall display all promotional materials provided by ONTC. Any additional marketing or advertising of ONTC products by the Agent shall be approved by ONTC.

**Schedule C  
Motor Coach Stop**

**[INTENTIONALLY DELETED]**

**Schedule D**  
**Passenger Waiting Area**

1. **INTENTIONALLY DELETED.**
2. The Agent shall ensure that the washrooms that are available to customers are cleaned and maintained on a regular basis.
3. **INTENTIONALLY DELETED.**
4. The Agent shall ensure that the ticket counter and waiting area are regularly cleaned and that the walkway is cleared of snow during the winter months.

## COMPLIANCE WITH CONTRACT DOCUMENTS

The Proponent may suggest changes to the above include Draft Agreement in Appendix A of this RFP using the table below. ONTC does not have any obligation to accept any proposed changes to the Draft Agreement and will do so in its sole discretion. Significant material proposed changes to the Draft Agreement may impact the evaluation of the Proponent’s proposal. ONTC will not accept any material changes to the clauses in the Draft Agreement relating to Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).

Exception	Draft Agreement, ONTC Schedule, Article, or Sub-Clause	Existing Wording	Proponent's Proposed Wording	Reason for Proposed Change
1				
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## APPENDIX B - RFP PARTICULARS

### A. THE DELIVERABLES

Ontario Northland Transportation Commission (ONTC) is seeking proposals from qualified Service Providers to act as a Third-Party Contract Agent for the sale of bus/train tickets, handling of parcels and freight, and other related duties, at the ONTC Bus Depot located at, 1329 Hwy 17E, Kenora, ON P9N 1M1.

The term of the agreement is to be for a period of three (3) years, commencing on **Tuesday, September 1, 2026**, with an option in favour of ONTC to extend the agreement, on the same terms and conditions, for two (2) additional one-year terms.

#### Scope of Work

***\*\*Note: The following list of items is to be used as a guideline only and may not include all the tasks to complete the work.***

#### General Responsibilities

- Sell ONTC bus/train tickets at approved tariff rates
- Issue transportation documents for baggage and parcels
- Receive, store, and deliver parcel / luggage up to 75 lbs
- Perform daily audits and reconcile sales
- Respond to customer inquiries (email, phone, in-person)
- Address and report customer concerns

#### Requirements

- Strong customer service and interpersonal skills
- Proficient in written and verbal communication
- Experience with Windows-based applications
- Cash handling and reconciliation experience (asset)
- Flexible schedule availability
- Compliance with ONTC and OHS/A health and safety policies

#### Working Conditions/Physical Demands

- Must be able to lift and carry baggage and freight weighing up to and including 75 Lbs.
- Periodic standing at ticket counter to serve customers.
- Periodic walking to assist customers to/from bus platform and/or taxi stand if required.
- Periodic health and safety perimeter checks of building (interior/exterior).

## **Building Lease & Maintenance Lease Responsibility**

- Building lease will be the responsibility of ONTC.
- Passenger Waiting Area provided by ONTC.
- Agent responsibilities: Light cleaning (ticket counter, BPX room, waiting area, washrooms), Occasional snow clearing on the walkway (light shoveling),
- All cleaning equipment / supplies will be provided by ONTC.

## **Equipment/Supplies Provided by ONTC (Ticket Sales/BPX Parcels)**

- Ticketing System, including computer and related equipment
- Laser Printer
- Credit/Debit card terminal
- Toner cartridge replacements
- Paper supply
- Baggage Tags
- Parcel System, including computer and related equipment
- Bar code scanner
- Electronic signature pad
- Weight scale
- Manual emergency waybills
- Shipping pouches and labels

## **Hours of Operation (subject to change based on schedule demands)**

Monday-Friday: 9:00 a.m. to 5:00 p.m. and 8:00 p.m. to 11:00 p.m.

Saturday: Closed

Sunday: 9:00 a.m. to 12:00 p.m. and 8:00 p.m. to 11:00 p.m.

## **Emergency Coverage**

The Vendor shall provide staffing support during unplanned operational disruptions, emergencies, or other urgent circumstances as requested by Ontario Northland. The Vendor must demonstrate the capability to supply qualified personnel on short notice, both during and outside of regular Business Hours.

The Vendor is expected to outline in their proposal:

- Their ability to respond to emergency coverage requests.
- The staffing resources they have available to support urgent or short-notice requirements.
- Their communication process for notifying Ontario Northland of coverage availability.
- Expected response times for mobilizing staff in emergency situations.

Ontario Northland will provide as much notice as reasonably possible; however, the Vendor must be prepared to respond to situations that may arise with little or no advance warning.

## B. MATERIAL DISCLOSURES

Not applicable.

## C. MANDATORY SUBMISSION REQUIREMENTS

### 1. Submission Form (Appendix C)

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

### 2. Pricing

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

### 3. Other Mandatory Submission Requirements

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

## D. MANDATORY TECHNICAL REQUIREMENTS

Not applicable.

## E. PRE-CONDITIONS OF AWARD

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

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

## F. EVALUATION CRITERIA

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

Item	Criteria	Weighting	Minimum Threshold
<b>1. TECHNICAL PROPOSAL</b>			

<b>1.0</b>	<b>Category 1: Qualitative Proposal</b>	<b>60</b>	<b>30</b>
1.1	Company Profile	10	
1.2	Project Team	10	
1.3	References	15	
1.4	Schedule and Proposed Approach	20	
1.5	Health, Safety and Environmental	5	
	<b>Sub-Total</b>	<b>60</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>40</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. **Pricing is not to be provided in the Technical Proposal.**

<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	Proponents shall provide a Company Profile indicating the length of time (number of years) the company has been providing similar services. Include company history, office location(s), corporate operating philosophy and description of the specific services offered and specialties. Proponents shall also demonstrate a minimum of five (5) years’ experience in related work with a proven track record of successfully

	<p>completing similar projects. Proponents shall include a company profile for any and all Subcontractors being used for the completion of the project.</p>
1.2	<p>Proponents shall provide an organizational chart and <b>full detailed resumes</b> of all personnel involved in the Work, including a description of the roles and responsibilities of the proponent and any agents, employees, and subcontractors engaged in delivering the deliverables. This shall also include the identification of individuals performing these roles, along with their relevant expertise and certifications.</p>
1.3	<p>Proponents shall provide a minimum of three (3) references that can speak to experience in similar projects, including value, scope that have been completed within the last five (5) years. The project descriptions shall include:</p> <ul style="list-style-type: none"> <li>a) Company Name and Location</li> <li>b) Description of Services Provided</li> <li>c) Start and End Dates (Actual vs Scheduled)</li> <li>d) Value of the Contract (Actual vs Quoted)</li> <li>e) Contact Person Name, Title and Contact Details</li> </ul> <p><i>ONTC may, in its sole discretion, confirm the proponent's experience in the projects identified by contacting the named contacts above.</i></p>
1.4	<p>Proponents shall provide a detailed written narrative outlining their proposed approach and demonstrating how they intend on meeting ONTC's requirements, including responding to customers in a timely manner.</p>
1.5	<p>Proponents shall complete the Contractor Health and Safety Responsibility Agreement and the Contractor Safety Pre-Qualification Form attached at <u>Appendix E</u> and provide associated supporting documents (i.e., WSIB Safety Record, Current Clearance Certificate, and safety records)</p> <p>Proponents shall provide a copy of their Health, Safety and Environmental Protection Policy.</p> <p><i>Proponents must pass the Contractor Safety Pre-Qualification. Failure to pass may result in disqualification from the procurement process.</i></p>

**G. PRICE EVALUATION METHOD**

Pricing is worth **40 points** of the total score.

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

*lowest price ÷ proponent's price × weighting = proponent's pricing points*

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

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

### **Required Pricing Information**

Please complete the Schedule of Prices located at Appendix D - Schedule of Prices.

## APPENDIX C - SUBMISSION FORM

### 1. Proponent Information

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

### 2. Sub-Contractors

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

#### List of Sub-Contractors

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

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

<i>Item</i>	<i>Organization</i>	<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

### 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.

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

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

**6. Ability to Provide Deliverables**

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

## 7. Non-Binding Pricing

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

## 8. Addenda

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

## 9. Communication with Competitors

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

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

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

## Disclosure of Communications with Competitors

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

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**10. No Prohibited Conduct**

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

**11. Conflict of Interest**

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

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

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

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

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

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**12. Disclosure of Information**

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

**13. Travel**

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

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Signature of Proponent Representative

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Name of Proponent Representative

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Title of Proponent Representative

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Date

I have the authority to bind the proponent.

**APPENDIX D - SCHEDULE OF PRICES**

I/We,

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*(Name of Service Provider)*

having carefully examined, understood, and completed the Request for Proposal Documents as described in Appendix B - The Deliverables, and Addendum No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive, and having and familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the **Contract Agency Services - Kenora** as outlined in the RFP Documents, in the manner prescribed therein, and in accordance with the specifications. Include a breakdown of costs in the chart below:

**\*\*Proposals will be evaluated based on pricing for the entire five (5) year period\*\***

Year One	Rates	Year Four (Optional)	Rates
Standard Hourly Rate (Regular Operating Hours)	\$_____/hr	Standard Hourly Rate (Regular Operating Hours)	\$_____/hr
Hourly Rate (Beyond Regular Operating Hours)	\$_____/hr	Hourly Rate (Beyond Regular Operating Hours)	\$_____/hr
Monthly Operating Fees	\$	Monthly Operating Fees	\$
<b>Total Year One (Excluding HST)</b>	\$	<b>Total Year Four (Optional) (Excluding HST)</b>	\$
Year Two	Rates	Year Five (Optional)	Rates
Standard Hourly Rate (Regular Operating Hours)	\$_____/hr	Standard Hourly Rate (Regular Operating Hours)	\$_____/hr
Hourly Rate (Beyond Regular Operating Hours)	\$_____/hr	Hourly Rate (Beyond Regular Operating Hours)	\$_____/hr
Monthly Operating Fees	\$	Monthly Operating Fees	\$
<b>Total Year Two (Excluding HST)</b>	\$	<b>Total Year Five (Optional) (Excluding HST)</b>	\$
Year Three	Rates		
Standard Hourly Rate (Regular Operating Hours)	\$_____/hr		
Hourly Rate (Beyond Regular Operating Hours)	\$_____/hr		
Monthly Operating Fees	\$		
<b>Total Year Three (Excluding HST)</b>	\$		

Purchase is subject to budgetary approval of expenditures.

Pricing must be in Canadian Dollars.

## **APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL**

Proponents shall review and include the attached Contractor Health and Safety Responsibility Agreement and Contractor Safety Pre-Qualification Form with their proposals.

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) \_\_\_\_\_

## B. 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 Carriers:			
Type of Coverage:	Telephone		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
9. Organization:			
Describe the nature of the work your company specialized in:			
<input type="checkbox"/> _____	<input checked="" 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



n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health &amp; Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
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 safety perform their tasks</i> )	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
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	<input type="text"/>
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
22. Do you have a corrective action process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
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	<input type="text"/>
b. Do you maintain operating equipment in compliance with regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
d. Are records available upon request	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>

24. Subcontractors

- a. Do you use health and safety performance criteria in the selection of contractors?  Yes  No
- b. Do you require your subcontractor to have a written health and safety program?  Yes  No
- c. Are your subcontractors included in
  - i. health and safety orientation  Yes  No
  - ii. health and safety meetings  Yes  No
  - iii. workplace inspections  Yes  No
  - iv. health and safety audits  Yes  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?  Yes  No
- e. Does the company have a progressive discipline policy for employees and subcontractors?  Yes  No


25. Health and Safety Training

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


26. Job Skills

- a. Have employees been trained in appropriate job skills?  Yes  No
- b. Are employee job skills certified where required by regulation or industry standard?  Yes  No
- c. Are certificates available upon request?  Yes  No


27. Health and Safety Supervision

- a. Does the company have a health & safety coordinator?  Yes  No
- b. Who is the highest ranking safety professional in the company\_  Yes  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 - POLICIES AND PROCEDURES

The Successful Proponent will be required to adhere to the following ONTC Policies and Procedures, attached to this Appendix F, while under contract with ONTC.

TITLE
ONTC Contractor / Subcontractor

<b>DATE FORMALIZED</b> February 2019  <b>REVISED</b> September 17, 2024	<b>CONTRACTOR/SUBCONTRACTOR HEALTH AND SAFETY POLICY</b>
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## **POLICY STATEMENT**

In keeping with our values of Safety Full Stop, Go Beyond, Lead the Way, and Never Stop Caring, Ontario Northland Transportation Commission (ONTC) adheres to the requirements of the Canada Labour Code and all applicable Regulations by ensuring that all selected contractors and subcontractors meet the set health and safety standards associated with each project.

All work shall be done safely no matter how urgent the job is and ONTC will assure that all contractors and subcontractors working on any ONTC property and/or project will follow this policy, adhering to all health and safety legislation and working in a manner that puts the safety of each employee/worker and the environment as the top priority.

## **PURPOSE**

The purposes of this policy are to:

- Ensure that the health and safety of all Ontario Northland Transportation Commission (ONTC) employees, equipment, property, and environment are protected when work is being performed by an outside agency.
- Ensure that all contractors retained by the ONTC are compliant with ONTC policies, procedures, standards, and applicable legislation.
- Ensure that all contractor employees and ONTC employees are provided with a safe and healthy work environment.
- Eliminate or minimize the risk of loss to employees, equipment, property, and environment.
- Minimize corporate liabilities.

## **APPLICATION AND SCOPE**

This procedure applies to all ONTC divisions and departments that engage the services of an outside agency to perform work at any level.

## **DEFINITIONS**

**Adequate:** in relation to a procedure, plan, material, device, object, or thing, means

- a) Sufficient for both its intended use and actual use; and
- b) Sufficient to protect a worker from occupational illness or occupational injury.

**Competent Person:** a person who is:

- a) qualified because of knowledge, training, and experience to organize the work and its performance,
- b) familiar with the Occupational Health and Safety Act and/or the Canada Labour Code and the regulations that apply to the work, and
- c) has knowledge of any potential or actual danger to health or safety in the workplace.

**Construction:** includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project, but does not include any work or undertaking in a mine.

**Constructor:** a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself/herself or by more than one employer.

**Consultant:** a person who is retained by ONTC to provide professional non-construction services.

**Contractor:** any person or entity contracted to provide service to ONTC.

**Employer:** a person who employs one or more workers, or contracts for the services of one or more workers, and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor, to perform work or supply services.

**Lead Employer:** an employer who contracts for the services of one or more other employers or independent contractors in relation to one or more confined spaces that are located,

- a) in the lead employer's own workplace, or
- b) in another employer's workplace.

**Prescribed:** means established in a Regulation made under the Occupational Health and Safety Act or Canada Labour Code

**Project:** a construction project, whether public or private, including:

- a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipeline, duct or well, or any combination thereof,
- b) the moving of a building or structure, and
- c) any work or undertaking, or any lands or appurtenances, used in connection with construction.

**Project Administrator:** a person who leads/coordinates a project.

**Regulation:** the regulations made under the Occupational Health and Safety Act or the Canada Labour Code.

**Subcontractor:** a person or company that a contractor pays to do part of a job that the contractor has agreed to do and is responsible for.

## **SUPPORTING MATERIAL REQUIRED**

Contractor Safety Checklist and Orientation Form  
ONTC Contractor Health and Safety Responsibility Agreement  
Project Hazard Assessment  
Contractor Orientation Training Package

## **PROCEDURE**

Once it has been determined that a contractor will be required, a lead must be immediately established regardless of the size of the project. That lead will become the Project Administrator for the purposes of this policy, ensuring that all requirements of this policy are met.

Before Contractors/Subcontractors begin work/project ensure the following are adhered to:

- All Contractors on the property are compliant and current with all legislative licensing requirements.
- All Contractors provide a valid WSIB Clearance Certificate and/or liability insurance before beginning any work on ONTC property.
- Orientation training is provided to contractors prior to commencement of work.
- Contractors understand their contractual obligations under this standard.
- Provide a designated ONTC contact person to ensure Contractors' compliance to ONTC policies, procedures and standards through ongoing work site inspections, communications and reported safety concerns.
- Ensure that application of this standard is delivered and used consistently throughout ONTC operations.
- Where the work/project is occurring in an area where there may be ONTC employees, inform those employees of potential risk and communicate all restrictions and responsibilities.

The Project Administrator shall establish practices so that all Contractors, subcontractors, or contract workers perform their work in a safe and effective manner and meet all the requirements of the Occupational Health and Safety Act, the Canada Labour Code, and the Construction Regulations. The Project Administrator must be adequately familiar with all applicable laws, codes and regulations and be capable of applying them.

### **Construction Work that meets Provincial "Project" Definition**

Where ONTC retains a Contractor with provincial jurisdiction, and the work meets the definition of "project" per the Provincial Construction Regulations, the Contractor will assume the position of Constructor. Under these circumstances:

- ONTC is not responsible for ensuring that Contractors meet their provincial obligations as they relate to applicable Regulations.
- Contractors will assume control of all work at the construction site.
- ONTC will ensure that any Contractor is pre-qualified before awarding any contract and will monitor work activity to ensure work is being done safely and meets expectations.

ONTC will ensure that:

- all Contractors/Subcontractors are properly trained,
- contractors/Subcontractors are monitored and requirements for safety are observed, and

- procedures for safe conduct of the work are in place and known to Contractor's employees.

The Project Administrator shall direct the Contractor in completion of all applicable documentation, as described by the Contractor Safety Prequalification Procedure. The Project Administrator shall ensure that the Constructor maintains full responsibility for safety.

Where the Project Administrator identifies unsafe situations, they are responsible for bringing this forward to the Contractor and shall stop work if deemed necessary.

### **Non-Construction Work where ONTC is Acting as the “Employer”**

The Project Administrator shall review the ONTC's applicable policies and procedures with the contractors/subcontractors. It is recommended that all contractor/subcontractor workers undergo this training orientation, but it is mandatory that at least the contractor's supervisor or site superintendent receive the orientation and then have a method to ensure that this information is passed on to all employees under their direct control.

**NOTE:** The requirement of “Lead Employer” must be fulfilled if the work is Confined Space Entry work.

It is the responsibility of the Project Administrator to ensure the contractor is aware that project specific training is to be conducted.

The Project Hazard Assessment form shall be completed by the Project Administrator and reviewed with all contractors prior to commencement of work.

Contractors/subcontractors who regularly perform services at ONTC must complete a Contractor Training Orientation on an annual basis or whenever there is a change in personnel or applicable and safety conditions which may affect the contractor's/subcontractor's workers. For project contracts, a Hazard Safety Assessment form will be completed each time the contractor performs a new project, unless the same contract personnel have performed project work of a similar nature within the previous 12 months.

### **Prequalification**

Pre-Qualification of a contractor is designed to ensure that the contractor has:

- Appropriate current and sufficient insurance,
- WSIB Coverage,
- An appropriate and compliant health and safety policy,
- Competent supervisors, and
- A program to completely undertake and control the construction work being conducted at ONTC.

When pre-qualifying a contractor who will not act as “Constructor,” ONTC shall determine whether the contractor has the specific policies, procedures, training, and supervision to perform the job safely and in compliance with all provisions of the Occupational Health and Safety Act and the applicable Regulations. Use the Contractor Safety Prequalification form to fulfill this policy obligation.

If the Procurement department is completing the prequalification procedure, input may be required from the Manager of Health and Safety or the Project Administrator if there are specific requirements for a project.

The following items must be submitted by the contractor for prequalification:

- Certificates of insurance – general liability insurance (Minor projects \$2,000,000 minimum, Major Projects \$5,000,000 minimum).
- WSIB Safety Record – submit a copy for the last 3 years or equivalent accident/injury data.
- Current Clearance certificate – Confirms Contractor has met reporting and payment obligations to WSIB. ONTC requires the Contractor to submit a copy of the clearance certificate every 2 months and before the final payment on the contract has been made.
- Contractor's Health and Safety Policy.
- Past environmental, Health and Safety Records – a copy for the last 2 years.
- Training and Certification Records – Documentation verifying all workers have received the necessary safety training required for the specific job.
- Hazardous material list – List of all hazardous materials that will be brought onto ONTC property.
- ONTC may require a separate work plan detailing higher hazard work activity or any tasks that may tend to produce adverse consequences.

Procurement or the Project Administrator will ensure that the Contractor Health and Safety Responsibility Agreement has been completed by the Contractor.

Procurement or the Project Administrator will ensure current copies of insurance, WSIB clearance certificates, and annual safety reviews are maintained for pre-qualified contractors.

Contractors who have already been prequalified should be reasonably favoured and used for ONTC projects.

### **Project Management**

In all circumstances except where a Contractor has assumed the role of Constructor, the Project Administrator is responsible for health and safety on the project and must halt the project if there are health and safety concerns. The Project Administrator must maintain communication with the Contractor throughout the project.

The Project Administrator is responsible to ensure that all health and safety documentation for the project is completed and maintained.

The Project Administrator is responsible to create an ONTC Project Assessment Folder and complete it with Contractor prior to any work beginning. The folder includes the following documents:

- Signed Contractor Safety Responsibility Agreement,
- Certificates of Insurance – General Liability Insurance,
- WSIB Safety Record,
- Current Clearance Certificate,
- Contractor's health and safety policy and procedures applicable to the work being conducted,
- Training, licensing, and certification records,

- Hazardous materials list and current SDS for material brought onto ONTC property and already onsite that will be used during or encountered during the project,
- Completed Contractor Orientation Training Records,
- Copies of any applicable ONTC procedures that have been reviewed,
- Completed Contractor Prequalification form.

The Project Hazard Assessment form must be filed once the project has been completed and made available for review if required for auditing purposes.

The Project Administrator must ensure that the Contractor Orientation Training is completed for all workers on the project.

**On-Site Safety:** All ONTC safety procedures (Fall protection, Confined Space Entry, Lockout/Tagout, Ladder Safety, WHMIS, Personal Protection Equipment, Respiratory Protection, etc.) apply to all construction work on ONTC projects, unless the Contractor's procedures exceed ours.

The Project Administrator shall review all applicable safety procedures with contractors/subcontractors at the site. Copies of the ONTC procedures can be obtained through MyPolicies.

The Project Administrator will ensure that daily safety briefings are conducted prior to the beginning of each project workday, as well as regularly inspect the work site as the project requires.

If the Contractor or subcontractor has a question or concern regarding safety on the project, they should speak to the Project Administrator or their immediate supervisor.

All contractor(s) or subcontractor(s) supervisors must report to the Project Administrator:

- Any unsafe actions or conditions,
- Contraventions of the Occupational Health and Safety Act, Canada Labour Code and Regulations or any ONTC safety procedure, or
- Existence of any hazard at the project.

Any incident (first aid, near miss, etc.) on the project must be immediately reported to the Project Administrator.

**NOTE:** Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the ONTC disciplinary procedure and will be based on the merits of the specific case.

## **RESPONSIBILITIES**

To ensure clarity of responsibility, where a Contractor is hired to conduct work for ONTC and the provincial Occupational Health and Safety Act applies in respect of that work, the Contractor will assume the position of Constructor.

No ONTC employee will be assigned to work on the same project as the general contractor unless there is an agreement between the Contractor and ONTC determining the contractor as the Constructor.

Where a project requires more than one Employer, ONTC may enter into an agreement before the commencement of the project to determine control over the project identifying who will be the Constructor.

### **Employer**

The Employer is responsible to:

- Ensure contractors, employees, supervisors, and managers are adequately aware of the provisions and requirements of the Purchasing Policy and Procedure.
- Ensure that contractors, subcontractors, and project worker companies are adequately prequalified in accordance with the Contractor Safety Prequalification Form for large projects or projects where the combined value of the project exceeds \$50,000.00 and where ONTC is the Constructor.
- Ensure contractors, subcontractors and project worker companies have agreed with and endorsed in writing the terms of the Contractor Health and Safety Responsibility Agreement.
- Properly implement and periodically audit the Contractor prequalification and safety procedure.
- Ensure that authorized staff comply within the Contractor Prequalification and Safety Procedure.
- Discipline and or remove from the authorized contractors list any contractor that fails to comply with this procedure.

### **Procurement**

The Procurement Department is responsible to:

- Conduct prequalification in conjunction with the Project Administrator for consultants and service providers and ensure completion of the Contractor Health and Safety Responsibility Agreement.
- Where required ensure the Contractor completes the Prequalification Form before any construction work is initiated on any of the ONTC properties.
- Maintain a list of all service agreements, memoranda of understanding, and service contracts.
- Obtain a current copy of WSIB Clearance Certificates and Insurance Certificate for pre-qualified consultants and service providers.

### **Project Administrator**

The Project Administrator is responsible to:

- Contract a prequalified contractor.
- Ensure contractors, subcontractors and project worker companies are prequalified in accordance with the Contractor Safety Prequalification Form.
- Ensure the Contractor completes the Contractor Orientation Training with the Contractor's workers prior to the beginning of a project.
- Complete with the Contractor and maintain the Project Hazard Assessment.
- Request applicable training records, certificates, licenses, and written procedures and measures from the Contractor as required.
- Ensure the Contractor Health and Safety Responsibility Agreement is completed by the Contractor prior to the beginning of work.

- Conduct safety briefings with the Contractor(s) prior to the work beginning and as required by the project.
- Periodically view the work areas to ensure compliance with the Occupational Health and Safety Act, associated Regulations and the relevant ONTC safety procedures.
- Respond to safety concerns from contractors and others impacted by a project.
- Ensure all relevant ONTC safety procedures are being implemented at the project.
- Ensure all contractors have provided SDS for all hazardous product used and that the SDS are readily available if stored on ONTC property.
- Inform the supervisor and employees in the area where the work/project is occurring of potential risk, including restrictions and responsibilities needed to ensure their safety.

Where a Contractor is hired to perform work for ONTC and the work is subject to the requirements of the Occupational Health and Safety Act, the Contractor will assume the position of Constructor. The aforementioned duties or similar must then be completed by the Contractor.

**Note:** The Contractor – Constructor will be required to utilize their own prequalification and safety contract documents for any and all subcontractors hired to perform work on the project.

### **Contractors**

Contractors are responsible to:

- Employ competent Supervisors and Workers.
- Comply with the Contractor Prequalification and Safety Procedure.
- Complete the ONTC Project Hazard Assessment and Contractor Health and Safety Responsibility Agreement.
- Furnish the ONTC with hard copies of applicable training records, certificates, licenses and written procedures and measures as required.
- Ensure that the Contractor Safety Checklist and Orientation form are completed and signed.
- Notify the Project Administrator of any questions or concerns with Contractor Prequalification and Safety Policies.
- Notify the Project Administrator of any contraventions of the Act or ONTC's Procedures.
- Participate in required safety training.
- Provide WSIB documentation and/or liability insurance confirming the Contractor is registered and their account is in good standing.
- Have all products used in their process evaluated by ONTC personnel prior to the products being brought onto ONTC property. This will be done through the evaluation of Safety Data Sheets (SDS) provided by the Contractor/subcontractor.
- Ensure copies of all SDS are readily available.
- Immediately inform designated ONTC contact person of there are any changes in their process or products used in their operation.
- Prior to entering ONTC property, register with Security, appropriate supervisor or designated ONTC contact person for direction.
- Ensure that all equipment and vehicles are properly maintained and meet prescribed safety standards, e.g., no loose pins on backhoe extensions or arms, safety pins and safety features are working properly.

### **Workplace/Policy Health and Safety Committees**

The WHSC/PHSC are responsible to:

- Participate in the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Serve as a resource to employees regarding the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.

### **Manager Health and Safety**

The Health and Safety Department is responsible to:

- Provide assistance if needed with prequalification process of contractors as required by the Procurement Department and/or the Project Administrator.
- Approve/disapprove exceptions to the Contractor Safety Prequalification process.
- Facilitate the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Apply and audit compliance, and discharge discipline when required, specific to the Contractor/ Subcontractor Health and Safety Policy, procedure, and applicable forms.

### **TRAINING**

ONTC is responsible to ensure that those ONTC employees who have duties and responsibilities to act under this procedure are adequately trained in these duties as applicable.

The training shall reinforce the hazard control hierarchy as follows:

- **Elimination:** activities or practices that involve the complete removal of the hazard from the worker in the workplace.
- **Substitution:** involves the replacement of high hazard task or workplace circumstance with a lower hazard task or workplace circumstance.
- **Engineering Controls:** involves creating and using designed infrastructure or equipment to minimize a hazard.
- **Administrative Controls:** involves creating protocols involving stated obligations and prohibitions that change the way people work.
  - E.g., **Warning Signs:** postings and placards that communicate the presence of a hazard as well as hazard control directives.
- **Personal Protective Equipment (PPE):** involves the use of gear that is worn by the worker to create a barrier between the hazard and the worker. PPE can include gloves, respirators, hard hats, safety glasses, high-visibility clothing, and safety footwear.

The Manager, Health and Safety will ensure that the training is refreshed at adequate frequency.

Retraining will be provided for all authorized workers or contractors whenever there is a change in their job assignments, a change in condition, equipment or processes that presents a new hazard, or when there is a change in the Contractor Safety Prequalification Process.

Additional retraining shall also be conducted whenever a periodic inspection reveals, or whenever there is reason to believe, that there are deviations from or inadequacies in workers' knowledge or use of the Contractor Safety Prequalification Process. The Project Hazard Assessment will be updated to add any additional hazards and corresponding controls, as required.

### **APPENDICES/EDUCATIONAL MATERIAL**

- Contractor Safety Prequalification Form
- Contractor Health and Safety Responsibility Agreement
- Contractor Safety Checklist and Orientation
- Project Hazard Assessment

## **REFERENCES**

- Ontario Occupational Health and Safety Act R.S.O 1990
- O.Reg 213/91 Construction Projects
- Canada Labour Code R.S.C., 1985 c L-2
- Canada Occupational Health and Safety Regulations SOR/86-304
- Contractors Subcontractors Safety NBRHC OH&S4-017