Ontario Northland

Request for Standing Offer No. RFSO 2026 073
for
Verkada Software and Hardware

Request for Standing Offers No.: **2026 073**

Issued: **Friday, August 28, 2026**

Submission Deadline**: Friday, September 25, 2026, 2:00:00 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Standing Offers (RFSO) is an invitation by Ontario Northland Transportation Commission (ONTC) to prospective respondents to submit standing offer responses for the supply of Verkada cloud-based security and operating system hardware, pre-installed software, software licences, installation services, training, and related support, as further described in Appendix A, the RFSO Particulars (the Deliverables).

ONTC currently owns and utilizes Verkada surveillance systems. ONTC plans to add more Verkada equipment due to compatibility, centralization of one system across the ONTC network, and the ability for Verkada access control to work in conjunction with video surveillance, FOB access, remote access control, and door scheduling.

ONTC intends to select one (1) respondent and enter into a Master Purchase Agreement with that respondent for the supply of Verkada hardware, software licences, installation services, training, and related support services. No additional suppliers will be awarded under this RFSO.

ONTC is a Provincial Agency of the Government of Ontario under the Ministry of Transportation. ONTC provides integrated transportation and logistics services across Northern Ontario and beyond, including motor coach passenger services, rail freight services, rail infrastructure and repair operations, and associated maintenance and support functions.

1.1.1 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the Master Purchase Agreement described in this RFSO. If the response is being submitted jointly by two (2) or more separate entities, the response must identify only one (1) of those entities as the "respondent". The respondent will be responsible for the performance of the Deliverables pursuant to any Master Purchase Agreement and any purchase order issued during the standing offer term.

1.1.2 Bidding System Registration

All respondents must have a vendor account with ONTC's electronic bidding system at: https://www.merx.com/. This will enable the respondent to download the solicitation document, to receive addenda email notifications, download addenda, and submit their response electronically through the bidding system.

1.2 RFSO Contact

For the purposes of this procurement process, the "RFSO Contact" will be:

Brinda Ranpura
Procurement Contracts Specialist
E-mail: brinda.ranpura@ontarionorthland.ca

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

1.3 Accommodations for Respondents 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 RFSO process. If a respondent requires this RFSO in a different format to accommodate a disability, the respondent must contact the RFSO Contact as soon as possible and in any event prior to the Submission Deadline. The RFSO in the different format will be issued only to the requesting respondent and all addenda will be issued in such different format only to the requesting respondent.

1.4 French Language Services

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

1.5 Standing Offer Process

Responses will be evaluated in accordance with the evaluation process set out in Part 2. Based on the evaluation of responses, the selected respondent may be invited to enter into a Master Purchase Agreement in the form set out in Appendix B, which will govern future purchases of the Deliverables.

The resulting agreement is intended to provide ONTC with a Verkada product offering and related services on an as and when required basis. Individual requirements may be processed through purchase orders issued by ONTC Procurement against the agreement.

The Master Purchase Agreement shall be for a term of two (2) years.

The maximum amount payable under any individual Purchase Order is $500,000 CAD plus HST, and the maximum aggregate amount payable over the term of the agreement is $2,000,000 CAD plus HST.

ONTC makes no guarantee or commitment concerning quantities or usage. Pricing discounts included in responses must remain fixed for the term of the agreement and must apply regardless of the volume of business unless expressly stated otherwise in the RFSO.

1.6 RFSO Timetable

1.6.1 Key Dates

Issue Date of RFSO	Friday, August 28, 2026
Deadline for Questions	Friday, September 18, 2026,11:59:59 PM local time
Deadline for Issuing Addenda	Tuesday, September 22, 2026, 11:59:59 PM local time
Submission Deadline	Friday, September 25, 2026, 2:00:00 PM local time
Rectification Period	Three (3) business days
Anticipated Evaluation Completion	Friday, October 9, 2026
Anticipated Execution of Master Purchase Agreement	Friday, October 30, 2026

The RFSO timetable is tentative only and may be changed by ONTC at any time. For greater clarity, business days means all days that ONTC is open for business.

1.7 Submission Instructions

1.7.1 Submission of Responses

Responses 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, respondents should contact the bidding system's technical support.

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

1.7.2 Responses to Be Submitted on Time

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

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

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

1.7.3 Responses to Be Submitted in Prescribed Format

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

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

1.7.4 Amendment of Responses

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

1.7.5 Withdrawal of Responses

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

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

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

2.2 Stage I – Mandatory Submission Requirements

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

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

2.3.2 Rated Criteria

ONTC will evaluate each qualified response on the basis of the non-price rated criteria as set out in Section F of the RFSO Particulars (Appendix A).

If applicable, the submitted pricing information will be scored in accordance with the price evaluation method set out in Section G of the RFSO Particulars (Appendix A).

2.4 Ranking and Selection

Based on the evaluation of responses, ONTC may select the highest-ranked respondent to enter into the agreement. ONTC reserves all rights set out in this RFSO, including the right not to proceed, to cancel, to reject any or all responses, or to take any other action permitted by the RFSO.

2.5 Notification of Selected Respondents

The respondent selected by ONTC will be notified by ONTC in writing. The selected respondent will be required to satisfy the pre-conditions of selection listed in Section E of the RFSO Particulars (Appendix A) within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

2.6 Purchase Order Process

Once the Master Purchase Agreement is executed, ONTC may issue Purchase Orders to the successful supplier on an as requested and as required basis for Verkada hardware, software licences, installation services, training, and related services described in this RFSO.

Each Purchase Order issued by ONTC shall constitute the authorization for the supplier to provide the specific Deliverables identified in the Purchase Order and shall be governed by the terms and conditions of the Master Purchase Agreement.

The issuance of a Master Purchase Agreement does not guarantee any minimum quantity, expenditure level, volume of work, or exclusivity. ONTC reserves the right to purchase fewer quantities than anticipated, defer purchases, or make no purchases under the agreement.

Purchase Orders may be issued by ONTC Procurement or other authorized ONTC representatives in accordance with ONTC's delegation of authority and procurement policies.

The supplier shall provide the Deliverables in accordance with the pricing, discounts, service requirements, delivery requirements, warranty obligations, and other terms established under the Master Purchase Agreement and the applicable Purchase Order.

ONTC may document Purchase Order issuance and related procurement decisions to satisfy operational, financial, contract management, and audit requirements.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSO PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

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

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

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFSO Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by ONTC

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSO process will not result in any commitment by ONTC to purchase any goods or services from any respondent. ONTC is under no obligation to proceed with any Purchase Order process. ONTC makes no guarantee of the value or volume of Deliverables that may be required. 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.

3.2 Communication after Issuance of RFSO

3.2.1 Respondents to Review RFSO

Respondents should promptly examine all of the documents comprising this RFSO and may direct questions or seek additional information in writing by email to the RFSO 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 will not be responsible for any information provided by or obtained from any source other than the RFSO Contact or the bidding system. It is the responsibility of the respondent to seek clarification from the RFSO Contact on any matter it considers to be unclear. ONTC will not be responsible for any misunderstanding on the part of the respondent concerning this RFSO or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSO 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 RFSO, such information will be communicated to all respondents by addendum posted in the bidding system. Each addendum forms an integral part of this RFSO and may contain important information, including significant changes to this RFSO. Respondents are responsible for obtaining all addenda issued by ONTC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the selected respondents have been notified, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the RFSO process.

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

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

(a) a clear statement as to which procurement the respondent wishes to challenge;

(b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and

(c) the respondent's contact details, including name, telephone number, and email address.

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

- (i) having or having access to confidential information of ONTC in the preparation of its response that is not available to other respondents;
- (ii) having been involved in the development of the RFSO, including having provided advice or assistance in the development of the RFSO;
- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFSO;

(iv) communicating with any person with a view to influencing preferred treatment in the RFSO process (including, but not limited to, the lobbying of decision-makers involved in the RFSO process); or

(v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSO process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

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

3.4.2 Disqualification for Conflict of Interest

ONTC may disqualify a respondent for any conduct, situation, or circumstances, determined by ONTC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.
An existing supplier of ONTC may be precluded from participating in the RFSO 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

ONTC may disqualify a respondent or terminate any contract subsequently entered into if ONTC determines that the respondent has engaged in any conduct prohibited by this RFSO.

3.4.4 Prohibited Respondent Communications

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

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFSO or selection of respondents pursuant to this RFSO without first obtaining the written permission of the RFSO Contact.

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

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 RFSO either before or after the issuance of this RFSO:

(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 RFSO and the performance of any subsequent contract for the Deliverables;

(c) must not be disclosed without prior written authorization from the RFSO Contact; and

(d) must be returned by the respondents to ONTC immediately upon the request of ONTC.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ONTC. The confidentiality of such information will be maintained by ONTC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to ONTC's advisers retained to advise or assist with the RFSO process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSO, questions are to be submitted to the RFSO 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 RFSO will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the respondent nor ONTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and ONTC by this RFSO process.

3.6.3 Cancellation

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

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSO Process (Part 3):

(a) are intended to be interpreted broadly and separately (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.

[End of Part 3]

APPENDIX A – RFSO PARTICULARS

A. THE DELIVERABLES

ONTC requires a qualified Verkada authorized supplier to provide Verkada cloud-based security and operating system hardware with pre-installed software, software licences, installation services when required, training when required, delivery, warranty support, and related services on an as requested and as required basis.

The intent of this RFSO is to establish a Master Purchase Agreement that includes a Verkada product offering with one supplier that can accommodate ONTC's demand for the supply of Verkada hardware and software/licences. ONTC makes no guarantee regarding quantities, usage, volume, frequency, or value of purchases under the agreement.

General Requirements

- The supplier shall be a Verkada authorized system partner or otherwise provide documentary evidence that it is authorized to quote and sell the required Verkada products.
- The supplier shall provide evidence that Verkada will provide assistance to the supplier for the entire term of the agreement.
- Respondents must provide available discounts for all requested Verkada product categories listed in Appendix E.
- The supplier shall obtain or support the license required to connect equipment and software to the Verkada cloud management portal.
- The supplier shall supply installation services when requested by ONTC. Installation, if required, shall be performed by a Verkada certified installer.
- Following installation and commissioning, where applicable, the supplier shall train ONTC employees on the use of the equipment and software.

Product Categories

- Cameras hardware and software/licence
- Access Control hardware and software/licence
- Environmental Sensors hardware and software/licence
- Alarms and Alarm Monitoring hardware and software/licence
- Intercom hardware and software/licence
- Visitor Management hardware and software/licence
- Mailroom software/licence
- Cellular Gateway hardware, software, and video licence software/licence

Delivery

- Deliveries must occur no later than three (3) weeks following issuance of a purchase order unless otherwise authorized by ONTC.
- Delivery of goods must be FOB to the ONTC location identified in the purchase order and must include all costs including freight, exchange rate, duty, tariffs, packaging, cartage, loading charges, delivery, postage, and applicable taxes to that delivery location, exclusive of HST where applicable.

- Deliveries will only be accepted during regular business hours, Monday to Friday, 8:00 a.m. to 4:00 p.m., excluding holidays, unless otherwise authorized by ONTC.
- All shipments must be properly packaged to avoid breakage or damage and must state the purchase order number.
- ONTC may add or delete delivery locations without invalidating the agreement.

Warranty

- The warranty period for services shall commence on acceptance and continue for one year unless otherwise stated in the final agreement.
- ONTC shall receive the benefit of all legal and manufacturer warranties available in connection with the equipment and software.
- Respondents should confirm applicable Verkada warranty coverage and provide supporting warranty documentation as part of their response.

B. MATERIAL DISCLOSURES

The following information is disclosed for the purposes of this RFSO:

- ONTC's actual requirements will vary and no minimum purchase volume is guaranteed.
- Pricing discounts must remain fixed for the term of the agreement unless otherwise expressly permitted by the RFSO.
- ONTC reserves the right to obtain like goods and services from other suppliers where operational, compatibility, warranty, availability, emergency, or other business needs warrant.
- ONTC may require supplier selection, purchase order rationale, and related documentation to support operational, financial, procurement, and audit requirements.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Buy Ontario Act Compliance Form (Appendix D)

Each response must include a Buy Ontario Act Compliance Form (Appendix D) completed and signed by an authorized representative of the respondent.

3. Offer Form/Pricing (Appendix E)

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

D. MANDATORY TECHNICAL REQUIREMENTS

1. Respondent must be an authorized Verkada Partner or otherwise provide documentary evidence authorizing the sale and support of Verkada products.

2. Respondent must be capable of supplying all required Verkada product categories identified in Appendix E.
3. Respondent must be capable of providing software licensing and support.
4. Respondent must be capable of providing installation services when requested.
5. Respondent must be capable of providing training when requested.
6. Respondent must provide manufacturer warranty support and warranty documentation.

E. PRE-CONDITIONS OF SELECTION

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

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

(b) Certificate of Insurance

(c) Execute the Master Purchase Agreement in the form required by ONTC.

F. EVALUATION CRITERIA

ONTC shall evaluate this RFSO using a mandatory compliance, rated technical and pricing model.

Only respondents that meet all mandatory submission requirements will proceed to rated technical evaluation. Only respondents that achieve the minimum technical threshold will proceed to final price scoring and ranking.

Evaluation Category	Weighting / Method	Minimum Threshold
Mandatory Submission Requirements	Pass / Fail	Pass
Technical Requirements	40	24
1.0 Corporate Experience and References	5	3
2.0 Business Responsiveness	10	6
3.0 Supply Chain Security	15	9
4.0 Warranty	5	3
5.0 Certification / Authorization Verkada Partner Status	5	3
Pricing (see Section G below)	60	N/A
Total	100	N/A

Technical Proposal Content Requirements

The respondent 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. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	**Corporate Experience and References**
1.1	Respondents shall include a company profile and references including: • years in business; • description of relevant experience supplying Verkada products • at least three (3) references for similar deployments completed within the last five (5) years, including client name, contact person, email address, phone number, and scope of work.
2.0	**Business Responsiveness**
2.1	Provide a written narrative that includes: • Account management structure • Escalation process • Technical support model • Response times for support inquiries • Availability of dedicated account resources
3.0	**Supply Chain Security**
3.1	Provide a written narrative that includes: • Hardware sourcing process • Inventory management approach • Supply continuity planning • Ability to mitigate product shortages • Delivery capability across ONTC locations • Contingency planning for supply disruptions
4.0	**Warranty**

4.1	Provide a written narrative, including supporting documentation on: • Manufacturer warranty details • Hardware warranty periods • Software support provisions • RMA process • Extended warranty options
5.0	**Certification**
5.1	Respondents shall provide: • Current Verkada Authorized Partner certification • Confirmation of ability to sell and support Verkada products • Letter from Verkada (or equivalent documentation) confirming status and support availability throughout the term of the agreement

G. PRICE EVALUATION METHOD

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

Pricing is worth **60 points** of the total score.

The average discount across all pricing categories will be used for evaluation purposes.

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

Discount of Respondent ÷ Largest discount of all Offers x 60 = Score

Instructions on How to Provide Pricing

(a) Respondents should submit their pricing information by completing the attached Order Form/Pricing form (Appendix E) and including it in their responses.

APPENDIX B – MASTER PURCHASE AGREEMENT

The Agreement for Deliverables will be the Draft Form of Agreement, as attached to this Appendix B.

THIS MASTER PURCHASE AGREEMENT is made effective XX (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

and

XX

(the "Supplier")

IN CONSIDERATION OF THE TERMS OF THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions**. In this Agreement (unless the context otherwise requires):

"Acceptance Date" means the date on which the Equipment and Software is accepted by ONTC in accordance with Section 18;

"Agreement" means this agreement and all attached schedules;

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

"Confidential Information" includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential that was prepared by or received from a Party, its subsidiaries, representatives or agents and all other information related to the Agreement or acquired in connection with the Agreement, and includes Personal Information. "Confidential Information" does not include any portions of the Confidential Information that (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the receiving Party; or (c) is received from an independent third party who had obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality owed to the Party to which the Confidential Information relates, but the foregoing exclusions shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law;

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

(a) situations or circumstances that could compromise the ability of the Supplier to perform its obligations under the Agreement; and,

(b) the offer or giving of a benefit of any kind by or on behalf of the Supplier to anyone employed by or otherwise connected with ONTC.

“Contract Documents” means the documents set out in Section 3.

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

“Delivery Date” means the delivery date specified in a Purchase Order, and if no delivery date is specified, a date which is no later than three (3) weeks after ONTC sends the Purchase Order to the Supplier.

“Delivery Place” means the place for delivery of the Equipment specified in a Purchase Order;

“Disclosing Party” means the party disclosing Confidential Information;

“Discounts” means the discount, rebate and/or price reduction from Verkada list price, as set out in Schedule B, which discount, rebate and/or price reduction shall be in effect for the Term of the Agreement;

“Equipment” means the Verkada equipment with pre-installed Software required to be furnished or delivered as specified in Schedule A;

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

“Installation Services” mean the installation of the Equipment (if required by ONTC) and the commissioning of the Software described in Schedule A;

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

“Loss” or “Losses” means loss, liability, damage, cost, legal cost and disbursement whatsoever arising out of or related to the Equipment or this Agreement, whether in contract, tort or otherwise;

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

“Party” means either ONTC or the Supplier and “**Parties**” means both of them;

“Personal Information” means all information and data pertaining to an identifiable individual other than the name, business telephone number and business address of such individual as an employee of an organization, as more particularly described in section 2 of FIPPA;

“Price” means the price or rates specified in Schedule B, including Discounts;

“Purchase Order” means a written order from ONTC to the Supplier to deliver Equipment and provide Services under this Agreement, setting out the Equipment, Delivery Date and Delivery Place for the Equipment to be supplied;

“Receiving Party” means the party receiving Confidential Information, and includes all ONTC Parties and Supplier Parties, as the case may be, receiving the Confidential Information;

“Services” has the meaning set out in section 6;

“Software” means the preinstalled software for the Equipment described in Schedule A;

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

"**Verkada"** means Verkada Inc, the manufacturer/provider of the Equipment, Software and cloud management portal.

2. **Construing this Agreement**. This Agreement is to be construed and interpreted with all changes in number and gender as may be required by the context. The obligations of the parties contained in this Agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated Party.

3. **Contract Documents.** The following are the contract documents:

   (a) the body of this Agreement;

   (b) a Purchase Order;

   (c) Schedule A (Specifications for Equipment/Scope of the Work);

   (d) Schedule B (Supplier's Submission); and,

   (e) any other documents incorporated by reference in any of the foregoing,

   (the "Contract Documents").

   Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among a Purchase Order, the Schedules and the body of this Agreement, the documents shall prevail in the above order, but only to the extent necessary to resolve the conflict or inconsistency.

4. **Term**. This Agreement will commence on the Effective Date and will remain in full force and effect for a period of two (2) years unless earlier terminated pursuant to the provisions of this Agreement (the **"Term"**).

5. **Description of the Equipment.** The Equipment to be supplied by the Supplier under this Agreement is Verkada cloud-based security and/or operating system hardware with pre-installed software, as more particularly described in Schedule A and Schedule B, and in individual Purchase Orders.

6. **Description of the Services.** The services to be provided by the Supplier are the supply of the Equipment, Installation Services, and warranty described in Schedule A and Schedule B and in an individual Purchase Order (the "**Services**").

7. **Contract Price.** ONTC shall pay the Supplier the price for the Equipment and Services set out in Schedule B and in an individual Purchase Order. The maximum amount payable to the Supplier under any Purchase Order is $500,000.00 CAN plus HST, and the maximum amount payable to the Supplier in the aggregate over the Term of the Agreement is $2,000,000.00 CAN plus HST.

8. **Ordering**. ONTC shall order Equipment on an as-needed basis over the Term of the Agreement by placing a Purchase Order, and Supplier shall supply and deliver the Equipment to the Delivery

Place on or before the the Delivery Date, as stipulated in the Purchase Order. ONTC does not guarantee that any particular amount of Equipment and/or Services will be purchased at any time or over any particular time period during the Term.

9. **Delivery**. The Parties agree that time is of the essence in this Agreement and that ONTC will incur damages if the Supplier does not deliver the Equipment on or before the agreed upon Delivery Date, provide the Services in accordance with the agreed upon schedule or if there are Defects in the Equipment or the Software and the use by ONTC of the Equipment and Software is delayed. The Supplier shall pay all costs incurred in connection with the shipping and delivery of Equipment to the Delivery Place including all duties, excise taxes and brokerage fees.

10. **Standard of Care.** The Supplier shall:

    (a) provide the Equipment, Software and Services in accordance with all Applicable Laws and the Contract Documents;

    (b) in performing its obligations under the Contract, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing equipment, software and services of a similar nature to the Equipment, Software and Services;

    (c) while working on ONTC's property, comply with all applicable ONTC policies and standard operating procedures, including its Fit for Duty Policy; and

    (d) ensure any equipment used by the Supplier or by its subcontractors on ONTC's property will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties.

11. Intentionally Deleted

12. **Software License**. The Supplier shall obtain the license to connect the Equipment and Software to the Verkada cloud management portal.

13. **Changes**. Changes of any kind to the Equipment, Software or Services, including customization, shall only be made by the Supplier upon receipt of a change order ("Change Order") signed by an authorised member of each party. The Change Order shall specify any agreed adjustment to the Contract Price in respect of the change and the schedule for the work. A Change Order shall represent the full amount payable for all costs and any adjustment to the schedule associated with the work described in the Change Order. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorised in advance by ONTC by way of a Change Order.

14. **Conflict of Interest**. The Supplier shall avoid any Conflict of Interest during the performance of the Agreement and disclose to ONTC any Conflict of Interest the Supplier has or potentially has that arises during the performance of the Agreement. If a potential or actual Conflict of Interest of the Supplier arises during the Supplier's provision of the Equipment,

    (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;

    (b) ONTC has the sole right to prescribe the manner in which the Supplier should resolve the Conflict of Interest; and

    (c) ONTC may, in its unfettered discretion, terminate the Agreement immediately upon Notice to the Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, or resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

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

16. **Inspection.** Within five (5) business days following delivery of the Equipment, ONTC shall perform a preliminary inspection of the Equipment and advise Supplier of any Defects discovered. If ONTC discovers any patent Defects in the Equipment, ONTC may require the Supplier to (i) remedy the Defect at the Supplier's expense or (ii) provide a replacement piece of Equipment at the Supplier's expense, both within the reasonable time specified by ONTC.

17. **Testing.** The Supplier shall test each piece of the Equipment and the Software for that piece of Equipment upon installation of each piece of Equipment. If any Defects are discovered in the Equipment or the operation of the Software during the testing, the Supplier shall remedy the Defect within the reasonable time specified by ONTC at the Supplier's expense. Following the remediation of a Defect, the new or remediated Equipment or Software shall be retested to determine if the Defect has been cured. If the Defect in the piece of Equipment or the Software installed on the piece of Equipment is unable to be remediated, the parties shall use their best efforts to develop a mitigation solution to enable the use of the Equipment or Software, including obtaining a new piece of Equipment. If a mitigation solution is not able to be developed for a piece of Equipment ONTC may, in its sole discretion, return the defective Equipment and the Supplier shall refund to ONTC all the payments made by ONTC for the Equipment and Services. If it is determined that multiple pieces of the Equipment or the Software installed in the Equipment is defective and the Defect is unable to be mitigated, ONTC may in its sole discretion, require the Supplier to remove the Equipment and cease installing additional Equipment. If the Equipment is removed and returned to the Supplier under this section, the Supplier shall immediately refund all payments made by ONTC for the Equipment and Services and Software. This remedy is in addition to any other remedies available to ONTC under this Agreement or Applicable Law.

18. **Acceptance.** Following successful installation and testing of each piece of the Equipment and associated Software at a designated location, the piece of Equipment and associated Software shall be fully commissioned such that it is ready for use by ONTC. Upon ONTC commencing use of the piece of Equipment, that piece of the Equipment and the associated Software shall be deemed to be accepted by ONTC. Any Defects that arise following the Acceptance Date shall be addressed pursuant to the warranty provisions of this Agreement.

19. **Title and Risk.** Subject to any contrary intention in the Contract Documents, title to a piece of Equipment and all risk of damage thereto shall pass to and be borne by ONTC on the Acceptance Date for the pieces of Equipment at a designated location, unless such damage is caused by the Supplier following installation of the Equipment, in which case the Supplier shall be responsible for all costs of repairing or replacing and reinstalling the Equipment.

20. **Intellectual Property.** The Supplier is responsible for obtaining all approvals for the use of the Equipment and licenses for any Intellectual Property in the Equipment, Services and Software. The Supplier shall fully indemnify and hold harmless ONTC from and defend any lawsuit or proceeding brought against ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Equipment, Services or Software and their use by ONTC, infringes any Intellectual Property rights, provided that Supplier is notified

promptly in writing and given authority, information and assistance (at Supplier's expense) for the defense of same. If an injunction is obtained against ONTC's use of the Equipment or the Software because of infringement of Intellectual Property rights, the Supplier shall either, at the sole option of Supplier:

(a) procure for ONTC the right to continue using such Equipment or Software; or
(b) replace such Equipment or Software with non-infringing Equipment or Software; or
(c) modify such Equipment or Software so it becomes non-infringing.

The foregoing indemnity will not apply to any infringement or alleged infringement that is due tothe use of the Equipment or Software in a manner or for a purpose for which such Equipment or Software are not intended.

21. **Equipment, Services and Manufacturer's Warranty.**

(a) Equipment. At the time of delivery and for a period of 10 years thereafter (or such other time as indicated on a Purchase Order), the Supplier warrants that the Equipment shall: (i) be of good quality and workmanship, incorporate only new material or approved reused or refurbished material and be free of Defects (including latent defects) of design, material, quality, and workmanship; and (ii) comply with all specifications, drawings, samples, and other descriptions published by Vekada or the Supplier or set out in Schedules A and B. During the Equipment warranty period, the Supplier shall at its expense repair any Defect in the Equipment and if any Defect in the Equipment is unable to be repaired, the Supplier shall replace the Equipment at its sole expense, including costs of labour and materials.

(b) Services. The warranty period for the Services shall commence on the Acceptance Date and shall continue for one (1) year. During such time, the Supplier shall reperform the Services to remedy any Defect in the Services at its sole expense.

(c) Manufacturer's Warranty. ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Equipment and equipment, machinery, tools and consumables incorporated in the Equipment. In particular, ONTC shall receive a 10-year warranty on the Equipment from Verkada. If possible, the Supplier shall assign, to the extent they are assignable, all such warranties to ONTC on the same terms in which these warranties have been provided to the Supplier. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

22. **Software Warranty.** The Supplier warrants and represents that:

(a) the Software shall not knowingly violate, infringe or breach the Intellectual Property rights of any other person;

(b) the Software contains no contaminants or time bombs or viruses including any code or instructions that may be used to access, modify, delete, damage, or disable the Software;
(c) the Software has been developed using secure coding practices and principles; and
(d) the Software will function without Defects and in accordance with the specifications attached to this Agreement during the Software license period.

Verkada will provide maintenance and support services for the Software to ONTC through a separate license agreement between Verkada and ONTC.

Amounts Chargeable

23. The Supplier may charge the Price for the Equipment and the Services as set out in the applicable Purchase Order.

Payment Methods and Schedule

24. Except as may be set out otherwise in a Purchase Order, the Supplier shall submit its invoices for the Equipment and Services to the ONTC Representative and to pay.inv@ontarionorthland.ca. ONTC will review the invoices and, if approved, process the same for payment within 30 days from receipt, subject to any dispute or right of set off by ONTC.

25. **Asset Information Requirements**. With respect to the Equipment supplied by the Supplier under this Agreement, the Supplier must, if requested, provide to ONTC:

    (a) upon Purchaser Order execution, an asset handover plan which outlines the details of the Supplier's handover activities and which meets ONTC's asset handover requirements;
    (b) within thirty (30) days of receiving a request from ONTC, a completed Asset Information Requirements form ("AIR Form") in MS Excel format which sets out the digital asset information, electronic documents, and master data required by ONTC (which will vary by asset class);
    (c) prior to issuing the Handover Certificate in subsection (d), the documentation, manuals and other information as set out in the Asset Handover Plan and/or AIR Form (which may include without limitation Warranty, OEM maintenance requirements, as-built drawing files and manuals and maintenance guides); and
    (d) prior to delivering the Equipment, a Handover Certificate which confirms that the asset is ready to be delivered, fit for service, and complies with the Agreement requirements, and which lists all data, information and documents being provided by the Supplier.

    The Supplier may also provide to ONTC:

    (a) internet-based tool / repositories for warranty, training, servicing and parts including preparation and transmittal of the information required in the AIR Form;
    (b) access to training, education and reference libraries that are robust, secure and value-added (any fees or licensing for such systems must be as agreed to in advance by the parties); and
    (c) access to internet resources for the purpose of administrating warranty, parts, or equipment documents / data.

26. **Force Majeure.** Neither Party shall be liable to the other for any delay in or failure to perform its obligation under this Agreement (other than non-payment of money by ONTC to the Supplier) if any such delay or failure is due to Force Majeure. **"Force Majeure"** shall include but not be limited to acts of God, laws or policies of any federal, provincial, public health, civil or military authority, governmental priorities and mandates, civil commotion, labour slowdown, strikes, lockouts, and other labour disputes, natural disasters including but not limited to fires, floods, earthquake, storm, epidemic, pandemic and acts of war, but shall exclude lack of funds and supply chain disruptions related to the Equipment. If a Party becomes aware of an event of Force Majeure affecting its ability to perform its obligations under this Agreement, it shall give the other Party oral notice within two business days of the event of Force Majeure, and, in addition, written Notice, together with a proposed plan of corrective action to resolve or minimize the effect of the event of Force Majeure, within five (5) Working Days of the event of Force Majeure.

    If there is an event of Force Majeure, the Party claiming such event shall:

(a) complete the performance of its obligations as soon as possible after the event of Force Majeure is remediated;

(b) make all reasonable efforts to mitigate the effect of the event of Force Majeure on the other Party.

For each full day of Force Majeure in which substantially all of the work is stopped or suspended, the provision of the Services shall be extended by a full day.

If an event of Force Majeure continues for a period in excess of 60 continuous days and results in substantially all of the work or the use of the Equipment or Software being stopped or suspended during that period, ONTC may terminate this Agreement effective upon Notice to the Supplier and ONTC shall pay the Supplier for the prorated value of the work performed and Equipment delivered to the date of termination. This amount shall be the sole remedy of the Supplier for the termination of the Agreement pursuant to this section.

27. **Termination by ONTC for Cause.** ONTC may provide Notice to the Supplier of its intent to terminate this Agreement for cause if the Supplier defaults in the performance of any of the material terms and conditions of this Agreement. Such Notice to the Supplier shall contain the particulars of the default. If the Supplier fails to remedy the default within ten (10) days from the date of delivery of the Notice, ONTC shall have the right, at its sole option, to terminate this Agreement forthwith by providing Notice to the Supplier.

28. **Termination by Supplier for Cause**. The Supplier may terminate this Agreement upon at least seven days' Notice if ONTC fails to make payment that is due and payable within the payment period in accordance with the Agreement and ONTC failing to remedy such breach within seven days of receiving Notice of the breach.

29. **Mutual Termination**. The parties may, by Agreement, terminate this Agreement at any time.

30. **Immediate Termination by ONTC**. This Agreement will terminate immediately, in the sole discretion of ONTC, upon:

    (a) The dissolution of the Supplier; or

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

31. Termination under Section 27 and 30. If this Agreement is terminated early in accordance with sections 27 or 30, then:

    (a) ONTC is excused from further performance under this Agreement;

    (b) Any money payable by the Supplier to ONTC is immediately due and payable;

    (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if work, already commenced by the Supplier, cannot reasonably be discontinued until such later date; and,

    (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier.

32. **General Confidentiality Requirements**

The Supplier shall:

(a) ensure that all Supplier Parties comply with all the provisions of this Agreement relating to Confidential Information and the Supplier shall be responsible for any failure by a Supplier Party to do so;

(b) use Confidential Information only for the purposes of providing the Equipment and Services;

(c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,

(d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all copies of the Confidential Information disclosed to the Supplier.

33. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party and shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information. This obligation shall survive the termination of this Agreement.

34. **Disclosing Confidential Information.** The Receiving Party may disclose Confidential Information if:

(a) the Disclosing Party approves;

(b) The Receiving Party is required by law to disclose it; or

(c) The Confidential Information is generally and publicly available.

35. **FIPPA**. The Supplier specifically acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and that ONTC may be compelled by law to disclose certain Confidential Information provided by the Supplier. Notwithstanding the foregoing, ONTC shall notify Supplier if it anticipates that it may be compelled to disclose Confidential Information provided by the Supplier and shall make best efforts to prevent the disclosure of Supplier's Confidential Information.

36. **Breach of Confidentiality**. The Receiving Party acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information would cause the Disclosing Party irreparable harm for which damages would not be an adequate remedy. If the Receiving Party breaches the confidentiality provisions of this Agreement, the Disclosing Party shall have the right to seek injunctive relief against the continuing or further breach by the Receiving Party, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which the Disclosing Party may have under this Agreement or otherwise in law or in equity. This section shall continue to bind the Receiving Party after the expiry or termination of this Agreement for a period of five (5) years.

37. **General Indemnity**. The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Supplier in the course of the performance of the Supplier's obligations under this Agreement or otherwise in connection with this Agreement. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all

information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.

38. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's or a third party's physical property arising from the Supplier's performance of its obligations under this Agreement.

39. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties while performing its obligations under this Agreement.

40. **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. 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;

    (b) ONTC shall not be liable for any amounts in excess of the amounts payable by ONTC to the Supplier; and,

    (c) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the performance of the Services and any warranty period, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

41. **Specific Indemnities.** The Supplier shall indemnify ONTC and ONTC Parties and save them harmless from and against all Loss incurred by ONTC arising from:

    (a) safety infractions committed by the Supplier under the applicable Occupational Health and Safety laws or any other laws, rules, guidelines or public health orders regulating health and safety while performing the Services; and

    (b) any Losses arising from the breach by the Supplier of applicable environmental laws during the performance of the Services including any pollution, contamination, environmental impairment or similar condition (including, without limitation, any such losses resulting from seepage, leakage, spillage, discharge, emission or release).

42. **Indemnity for Confidentiality Breach.** Each Party shall indemnify the other and save them harmless from and against all Loss incurred by either Party arising from any claims against ONTC or Supplier for the failure of the Receiving Party to protect the confidentiality of Confidential Information. This section in this part shall survive the expiry or termination of this Agreement for a period of one (1) year following the expiry or termination of this Agreement.

43. **Survival.** The sections in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

44. **Corruption and Forced Labour.** The Supplier warrants that:

    (a) no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into this Agreement with the Supplier.

(b) it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Supplier becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to this Agreement, the Supplier shall report the incident to ONTC immediately.

(c) it is unaware of any forced labour or child labour being used at any step of the production of goods produced, purchased or distributed by it in Canada or elsewhere or for the production of goods imported by the Supplier.

(d) it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Supplier shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act,* S.C. 2023 c.9.

45. **Notice.** Any notice under this Agreement shall be given in writing and delivered personally or by email or prepaid courier addressed as follows:

To ONTC at:

Ontario Northland Transportation Commission
555 Oak Street
North Bay ON P1B 8L3
Attention: Adrian McLeod, Mgr, Cybersecurity and IT. Comp.
T: 705-472-4500 ext. X 455
E: Adrian.mcleod@ontarionorthland.ca

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

To the Supplier at:

XX
T: XX
E: XX

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

GENERAL

46. **Assignment**. The Supplier may not assign or subcontract its rights or obligations under this Agreement without first obtaining the written consent of ONTC. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

47. **No Waiver**. No waiver by a Party of any breach by the other Party of any of its covenants, agreements or obligations in this Agreement or failure to seek a remedy for any breach, shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, or a waiver by the Party of its rights and remedies with respect to such breach or any subsequent breach.

48. **Relationship**. Nothing contained in this Agreement shall be deemed or construed by the Parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the Parties.

49. **Governing Law**. This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

50. **Severability**. Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and binding on the Parties as though such section or part or parts thereof had never been included in this Agreement.

51. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment to this Agreement shall be binding unless it is in writing and signed by the Parties.

52. **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, including without limitation the confidentiality and liability and indemnity provisions of this Agreement.

53. **Counterparts, Electronic Signatures and Electronic Delivery**. This Agreement may be executed by electronic signatures and delivered by electronic transmission of a .pdf of the executed Agreement, and in any number of counterparts. All such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[SIGNATURE PAGE FOLLOWS]

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

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

Per ______________________________

Name:

Title:

Date_________________________________

I have authority to bind the corporation.

XXXX

Per ______________________________

Name:

Title:

Date_________________________________

I have authority to bind the corporation.

SCHEDULE A

SPECIFICATIONS FOR EQUIPMENT/SCOPE OF WORK

SCHEDULE B

SUPPLIER'S SUBMISSION, PRICE AND DISCOUNTS

APPENDIX C – SUBMISSION FORM

1. Respondent Information

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

2. Fighting Against Forced Labour and Child Labour in Supply Chains Act.

ONTC adheres to, and reports under the Government of Canada's *Fighting Against Forced Labour and Child Labour in Supply Chains Act*.

1. Is your company required to report under the Government of Canada's *Fighting against Forced Labour and Child Labour in Supply Chains Act*? Yes ☐ No ☐
2. Is your company compliant with the Government of Canada's *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.

   ____
   ____
   ____
   ____
   ____

3. Acknowledgment of Non-Binding Procurement Process

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

4. Ability to Provide Deliverables

The respondent has carefully examined the RFSO documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSO.

5. Addenda

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

6. Communication with Competitors

For the purposes of this RFSO, the word "competitor" includes any individual or organization, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFSO.
Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

(a) it has prepared its response 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 response; or

   (v) the submission of a response which does not meet the mandatory technical requirements or specifications of the RFSO; and

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

Disclosure of Communications with Competitors

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

7. No Prohibited Conduct

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

8. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFSO. 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 response; **AND** (b) were employees of ONTC within twelve (12) months prior to the Submission Deadline.

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

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

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

9. Disclosure of Information

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

10. Travel

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

____
Signature of Respondent Representative

____
Name of Respondent Representative

____
Title of Respondent Representative

____
Date

I have the authority to bind the respondent.

APPENDIX D - BUY ONTARIO ACT COMPLIANCE FORM

Ontario's *Buy Ontario Act, 2025* (Buy Ontario Act) and the directives and guidelines promulgated thereunder restrict contracting opportunities from U.S. Businesses and require businesses contracting with Ontario public sector institutions to, among other things, confirm their place of origin to assess their eligibility for public sector contracts. The information set out below is collected pursuant to those regulatory requirements for the purposes of assessing eligibility for Ontario public sector contracts. By submitting this form you are: (i) consenting to the use of this information on a confidential basis for the purposes identified herein by the collecting institution and its advisors; and (ii) acknowledging that the information provided herein, 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.

1.0 Supplier Information

Please fill out the following form, naming one (1) person to be the supplier's contact.

Full Legal Name of Supplier:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Supplier Website (if any):	
Supplier Contact Name and Title:	
Supplier Contact Phone:	
Supplier Contact Email:	

2.0 Definitions

The capitalized terms in this form have the following meaning:

"BOA Directive" means the Buy Ontario Procurement Directive.

"BOBI Guide" means the Building Ontario Businesses Initiative - A Guide for Buyers issued by the Ministry of Public and Business Service Delivery and Procurement released September 2024 and any subsequent revisions made to that document after the above-noted date.

"Canadian Business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada and has either: (i) its headquarters or main office in any province or territory within Canada; or (ii) at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process.

"Eligible U.S. Services Business" means a U.S. Business that can commit to having at least 90 percent of the required staff for performing a services contract located in Canada.

"Ontario Business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario and has either: (i) its headquarters or main office in Ontario; or (ii) at least 250 full-time employees in Ontario at the time of the applicable procurement process.

“Ontario Trading Partner Business” means a bidder from a jurisdiction that has trade obligations with Ontario which includes: (i) Canadian Businesses and; (ii) suppliers of a country that has existing procurement-related trade obligations with Ontario, as further specified in Appendix C of the BOBI Guide to: (i) include Armenia, Australia, Brunei, Chile, European Union (and its 27 member states : Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, and Sweden), Hong Kong, China, Iceland, Israel, Japan, Republic of Korea, Liechtenstein, Malaysia, Mexico, Republic of Moldova, Montenegro, Netherlands with respect to Aruba, New Zealand, North Macedonia, Norway, Peru, Singapore, Switzerland, Chinese Taipei, Ukraine, United Kingdom, and Vietnam; but for greater clarity this definition excludes U.S Businesses.

“U.S. Business” means a supplier, manufacturer or distributor of any business structure (includes a sole proprietorship, partnership, corporation or other business structure) that: (i) has its headquarters or main office located in the U.S.; and (ii) has fewer than 250 full-time employees in Canada at the time of the applicable procurement process. For greater clarity, if a bidder or supplier is a subsidiary of another corporation, part (i) of the definition above is met if that bidder or supplier is controlled by a corporation that has its headquarters or main office located in the U.S.

3.0 Attestation Regarding Place of Origin of Supplier
This section applies to the procurement of goods and services (including consulting services).

3.1 Instructions
Check the box for the category below that applies to your business. For greater clarity:

1. If you qualify as an Ontario Business, Canadian Business, and Ontario Trading Partner Business, select Ontario Business.
2. If you qualify as both a Canadian Business and Ontario Trading Partner Business, select Canadian Business.
3. If you qualify only as an Ontario Trading Partner Business, select Ontario Trading Partner Business.
4. Note that U.S. Businesses do not qualify as Ontario Businesses, Canadian Business or Ontario Trading Partner Businesses. If you are a U.S. Business, select U.S. Business.
5. If you are responding to a contract for services and are a U.S. Business but can commit to having at least 90 percent of the required staff to deliver the contracted services located in Canada, select Eligible U.S. Services Business.

3.2 Attestation (select one of the following):

- ☐ Ontario Business
- ☐ Canadian Business
- ☐ Ontario Trading Partner Business
- ☐ U.S. Business
- ☐ Eligible U.S. Services Business

4.0 Representation

4.1 Instructions

The supplier represents that the information provided in this form is accurate and acknowledges that any misrepresentations or other misleading or inaccurate information may result in, among other remedies: (i) the disqualification from a bidding process; (ii) the termination or recission of a contract award and damages resulting from any re-procurement costs; (iii) the debarment from future contracting opportunities; or (iv) any combination of the above-noted remedies.

4.2 Attestation (select the option below):

- ❑ I acknowledge the representation noted above, as well as the remedies that may apply in the event of any misrepresentations or submission of misleading or inaccurate information.

Signature of Supplier Representative

Name of Supplier Representative

Title of Supplier Representative

Date

I have the authority to bind the supplier.

APPENDIX E – OFFER FORM / PRICING

RFSO Number: RFSO 2026 073
Description: Verkada Software and Hardware

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

The structure of pricing should be the minimum discount based on Verkada List pricing.

Software/Hardware	Available Discount
Cameras:	
Camera Hardware	
Camera Software/License	
Access Control:	
Access Control Hardware	
Access Control Software/License	
Environmental Sensors:	
Environmental Sensors Hardware	
Environmental Sensors Software/License	
Alarms & Alarm Monitoring:	
Alarm Hardware	
Alarm Monitoring Software/License	
Intercom:	
Intercom Hardware	
Intercom Software/License	
Visitor Management:	
Visitor Management Hardware	
Visitor Management Software/License	
Mailroom:	
Mailroom Software/License	

Cellular Gateway:	
Cellular Gateway Hardware	
Cellular Gateway Software/License	
Cellular Gateway Video License Software	

Signed and submitted for and on behalf of:

Vendor: ______________________________
(Company Name)

____
(Street Address or Postal Box Number)

____
(City, Province and Postal Code)

Signature: ______________________________
I have authority to bind the corporation.

Name and Title: ______________________________

____

Email: ______________________________

Date at ____________________________ this _________ day of ____________________, 2026