



Request for Proposals
for
Rail Incident Response and Recovery Services

Request for Proposals No.: RFP 2026 059

Issued: Thursday, September 3, 2026

Submission Deadline: Tuesday, October 6, 2026 at 2:00:00 PM EDT

TABLE OF CONTENTS

PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	4
1.3 Accommodations for Proponents with Disabilities.....	4
1.4 French Language Services.....	4
1.5 Contract for Deliverables	4
1.6 RFP Timetable	5
1.7 Submission Instructions.....	5
PART 2 - EVALUATION AND AWARD	7
2.1 Stages of Evaluation.....	7
2.2 Stage I - Mandatory Submission Requirements.....	7
2.3 Stage II - Evaluation	7
2.4 Stage III - Pricing.....	7
2.5 Stage IV - Ranking and Contract Negotiations.....	8
PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS	9
3.1 General Information and Instructions.....	9
3.2 Communication after Issuance of RFP	10
3.3 Notification and Debriefing.....	10
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information.....	13
3.6 Procurement Process Non-Binding.....	13
3.7 Governing Law and Interpretation.....	14
3.8 Power of Legislative Assembly	14
APPENDIX A - FORM OF AGREEMENT.....	15
APPENDIX B - RFP PARTICULARS	29
A.THE DELIVERABLES	29
B.MATERIAL DISCLOSURES.....	31
C.MANDATORY SUBMISSION REQUIREMENTS	31
D.MANDATORY TECHNICAL REQUIREMENTS.....	32
E.PRE-CONDITIONS OF AWARD	32
F.EVALUATION CRITERIA	32
G.PRICE EVALUATION METHOD.....	40
APPENDIX C - SUBMISSION FORM.....	41
APPENDIX D - BUY ONTARIO ACT COMPLIANCE FORM	45
APPENDIX E - SCHEDULE OF PRICES (attached separately).....	50
APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL	51
APPENDIX G - PHOTOGRAPHS	58

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 the **Provision of Rail Incident Response and Recovery Services**, 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’s Mechanical Department is seeking to establish a strategic agreement with a qualified contractor to provide rapid-response rail incident support services across its network. These services are critical to ensuring the reliability, safety, and operational continuity of the Northlander service and other rail operations.

1.1.2 Proponent Must Be Single Entity

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

1.1.3 Bidding System Registration

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

1.2 RFP Contact

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

Nicole Laplante
Procurement Contracts Specialist
Telephone: 705-472-4500 ext. 588
Email: nicole.laplante@ontarionorthland.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of ONTC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Accommodations for Proponents with Disabilities

In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), ONTC will accommodate for a disability, ensuring full and equitable participation throughout the RFP process. If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the RFP Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.4 French Language Services

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

1.5 Contract for Deliverables

1.5.1 Type of Contract

The selected proponent will be required to enter into an agreement with ONTC for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”).

1.5.2 Term of Contract

The term of the agreement will be for a period of three (3) years, with the option to extend by two (2) additional one (1) year periods, at ONTC's discretion.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Thursday, September 3, 2026
Deadline for Questions	Tuesday, September 29, 2026 at 4:00:00 PM EDT
Deadline for Issuing Addenda	Thursday, October 1, 2026 at 4:00:00 PM EDT
Submission Deadline	Tuesday, October 6, 2026 at 2:00:00 PM EDT
Rectification Period	Three (3) Business Days
Anticipated Ranking of Proponents	Tuesday, October 13, 2026
Contract Negotiation Period	Fifteen (15) Days
Anticipated Execution of Agreement	Tuesday, November 10, 2026

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

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

Not Applicable.

1.7 Submission Instructions

1.7.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

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

Submissions by other methods will not be accepted.

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

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

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

The Pricing Proposal shall be uploaded into the bidding system. No pricing information shall be uploaded as part of the Technical Proposal as this is a **two-envelope process**.

1.7.2 Proposals to Be Submitted on Time

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

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be

delayed due to file transfer size, transmission speed, or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk. The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.7.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.7.4 Amendment of Proposals

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

1.7.5 Withdrawal of Proposals

Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system.

1.7.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for the Irrevocability Period, as specified in the RFP Timetable, running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 - EVALUATION AND AWARD

2.1 Stages of Evaluation 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 ONTC - Draft Form of Agreement as attached to this Appendix A.

THIS AGREEMENT FOR SERVICES MADE EFFECTIVE XXX (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

("ONTC")

and

XXX

("Service Provider")

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

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

"Agreement" means this agreement and all attached schedules;

"Applicable Laws" 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 the Agreement relates;

"Confidential Information" means all information of ONTC that is confidential by its nature or in the circumstances in which it is received, including without limitation Personal Information (as defined in section 2 of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended) and all confidential information in the custody or control of the Service Provider, regardless of whether it is identified as confidential or not, which comes into the knowledge, possession or control of the Service Provider in connection with the Agreement, but Confidential Information does not include information that:

- (a) is or becomes generally available to the public without fault or breach by the Service Provider, but only after that information becomes generally available to the public;
- (b) the Service Provider can demonstrate to have been rightfully obtained by the Service Provider without any obligation of confidence from a third party who had the right to transfer or disclose it to the Service Provider free of any obligation of confidence;
- (c) the Service Provider can demonstrate to have been rightfully known to or in the possession of the Service Provider, free of any obligation of confidence, when disclosed; or
- (d) is independently developed by the Service Provider without the use of any of ONTC's Confidential Information;

"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 Service Provider to perform its obligations under the Agreement;
- (b) the offer or giving of a benefit of any kind by or on behalf of the Service Provider to anyone employed by or otherwise connected with ONTC;

"Defect" or "Defective" means non-conformity to the requirements set out in the Agreement, and in particular with Section 16 of this Agreement;

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

“Environmental Contaminants” means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws.

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

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

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

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

“Party” means ONTC or the Service Provider and **“Parties”** means both of them;

“Price” has the meaning set out in Section 17;

“Services” means rail incident response and recovery services, and other services specified in Schedule A to be provided by the Service Provider to ONTC;

“Service Provider Party” or “Service Provider Parties” includes the Service Provider and its officers, directors, employees, contractors and agents for whom it is at law responsible;

“Term” has the meaning set out in Section 4 and includes the Original Term and any Renewal Term;

“WSIA” means the *Workplace Safety and Insurance Act*, 1997, c.16, Sched. A.; and **“WSIB”** means the Workplace Safety and Insurance Board.

PRECEDENCE

2. **Construing this Agreement.** This Agreement is to be construed and interpreted with all changes in number and gender as may be required by the context. The obligations of the parties contained in this Agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated party. Time is of the essence of this Agreement, including if any extension of time is permitted.
3. **Precedence.** Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
 - (a) the body of this Agreement;
 - (b) Schedule A (Scope of Work);
 - (c) Schedule B (Supplier’s Submission); and
 - (d) any other documents incorporated by reference in any of the foregoing.

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

SUPPLY OF SERVICES

4. **Term.** This Agreement commences on the Effective Date and continues for a period of three (3) years (the "Original Term"). ONTC shall have the option, exercisable in its sole discretion, to extend the Original Term of the Agreement for two (2) further terms of one (1) year each (a "Renewal Term") by providing at least 30 days' notice to the Service Provider prior to the end of the Original Term or Renewal Term as the case may be.
5. **Supply Requirements.** In consideration of payment of the Price by ONTC, the Service Provider shall provide the Services to ONTC in compliance with all Applicable Laws and the Agreement. The Service Provider must, in performing the Services:
 - (a) not interfere with ONTC's activities or the activities of any other person at any ONTC site, and ensure that Service Provider Parties entering on any ONTC site perform the Services in a safe manner and in a way that does not prejudice safe working practices, safety and care of property and continuity of work at the ONTC site;
 - (b) be aware of and comply with:
 - (i) all ONTC policies, to the extent applicable to the performance of the Services by the Service Provider, including without limitation ONTC's Fit for Duty Policy; and
 - (ii) all lawful directions and orders given by ONTC's representative;
 - (c) exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Service Provider providing services of a similar nature to the Services; and
 - (d) ensure any equipment used by the Service Provider at the delivery location will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Personnel.
6. **Personnel.** The Service Provider shall provide the Services using the Service Provider Parties proposed in their submission, bid or quote and shall not change them without ONTC's prior written approval. The Service Provider shall, with respect to such Service Provider Parties, be solely responsible for payment of all costs associated with them, and for their every act or omission in providing Services to ONTC.
7. **Vendor Performance.** ONTC has a Vendor Performance Policy pursuant to which ONTC may complete an evaluation of the Service Provider's performance of its obligations under the Agreement. Any such performance evaluation of the Service Provider for the performance of the Services will be used in the assessment of the Service Provider's proposals in response to future procurements. Any such performance evaluation may also result in the Service Provider 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>.

DELIVERY of SERVICES

8. **Delivery of Services.** The Service Provider shall perform the Services in accordance with the service requirements set out in Schedule A. Time is of the essence in the Service Provider's performance of its obligations under the Agreement. The Service Provider shall notify ONTC immediately if it anticipates any delay in delivery or performance, providing reasons for the delay and a revised schedule.
9. **Costs.** The Service Provider shall pay all costs incurred in connection with the performance of the Services except as explicitly set out herein.

ENVIRONMENTAL OBLIGATIONS

10. The Service Provider shall comply with Applicable Laws, including all Environmental Laws, applicable to the performance of the Services.
11. The Service Provider will be responsible at its cost for assessing, applying for, and securing all required permits and approvals necessary to comply with its obligations under this Agreement and Applicable Laws.
12. If there is a release or spill of any Environmental Contaminant caused by the Service Provider onto ONTC's property, the Service Provider shall immediately report the release to ONTC and the appropriate governmental authorities in accordance with the relevant environmental protection laws. The Service Provider shall be solely responsible for all costs of environmental site assessment work and remediation of ONTC's property and any adjacent lands, soil, groundwater, water bodies and watercourses which may have been impacted or suffered contamination as a result of the Service Provider's release or spill of an Environmental Contaminant on ONTC's property or adjacent property and for any fines or other penalties assessed or issued by a governing authority relating to Service Provider's work, release or spill of the Environmental Contaminant, unless the spill or release was caused by ONTC or ONTC Parties.

QUALITY OF THE SERVICES

13. **Services.** With respect to the Services, the Service Provider warrants that:
 - (a) the Services will be performed in a skillful and workmanlike manner, which is consistent with the level of expertise, care, skill and diligence demonstrated by experienced and reputable Service Providers performing services of a similar nature;
 - (b) the Service Provider shall comply with all Applicable Laws and with all aspects of the Agreement; and
 - (c) the Service Provider will provide all skills, labour, supervision, equipment, materials, supplies, transport and storage required for the Services.
14. **Intellectual Property Warranty.** The Service Provider warrants that the Services and their use by ONTC do not and will not infringe, misappropriate or violate the Intellectual Property rights of a third party. The Service Provider shall be liable for and fully indemnify and hold harmless ONTC against any and all Losses arising out of a claim by any third party against ONTC alleging that the Services and their use by ONTC, infringes any Intellectual Property rights.

DEFECTIVE SERVICES and WARRANTY

15. **Inspection and Approval.** All Services shall be received subject to ONTC's inspection and approval. If there is a specified inspection and approval process provided by ONTC, the Service Provider shall comply with that process and complete such documents and other requirements as requested by ONTC.
16. **Options if Defective.** If ONTC determines that any Services provided by the Service Provider (even if ONTC has already accepted them), do not comply with ONTC's specifications or are Defective, then ONTC may:
 - (i) accept the Services and adjust the Price in accordance with their diminished value, as determined by ONTC; or
 - (ii) reject the Services and either require the Service Provider to re-perform, at the Service Provider's expense, the Defective Services or terminate the Agreement; and

If ONTC chooses to have the Services re-performed, all or part of any payment under an invoice or any holdback may be withheld by ONTC or set-off against the payments owing to the Service Provider until the Service Provider has remedied the Defect to ONTC's satisfaction. The Service Provider shall bear all costs associated with the re-performance of Defective Services.

PRICE

17. **Price.** The Service Provider shall supply the Services for the price or at the rates set out in Schedule B (the "Price").
18. **Inclusions.** Except as otherwise provided in the Agreement, the Price is inclusive of:
 - (a) all charges for performance of the Services except as explicitly set out herein;

- (b) the cost of any any miscellaneous items of a kind which are commonly used or supplied in the performance of (and in conjunction with) the Services; and,
 - (c) other than Goods and Services Tax (GST)/Harmonized Sales Tax (HST), Quebec Sales Tax (QST) or provincial sales tax imposed by the laws of a Canadian province, all taxes for which the Service Provider is responsible under Applicable Laws.
19. **Disbursements.** ONTC will only pay disbursements incurred by the Service Provider which are approved in writing in advance by ONTC. The Service Provider acknowledges that any travel expenses will only be approved in accordance with the Management Board of Cabinet Travel, Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive-2020>).

INVOICING AND PAYMENT

20. **Invoicing and Payment Procedure.** The Service Provider shall provide invoices to ONTC monthly. Invoices shall be sent to the ONTC contact person for the Services and to pay.inv@ontarionorthland.ca. Each invoice must include a detailed breakdown of the Services provided and any other information reasonably requested by ONTC. ONTC shall pay the Service Provider the properly charged amounts incurred by the Service Provider in providing the Services within 30 days of receipt of the invoice via direct deposit, subject to ONTC's right of set off, and less any holdbacks required under the Agreement or any Applicable Laws related to liens or tax.
21. Without limitation, ONTC shall be entitled to deduct from or, set off against, any payment of the Price and any other amounts payable by ONTC to the Service Provider under the Agreement:
- (a) any amount expended by ONTC in exercising ONTC's rights under the Agreement to perform any of the Service Provider's obligations that the Service Provider has failed to perform;
 - (b) any Losses incurred by ONTC as a result of the failure of the Service Provider to perform any of its obligations under the Agreement; and
 - (c) any other amount owing from the Service Provider to ONTC under the Agreement.

COMMUNICATIONS AND CONFIDENTIAL INFORMATION

22. **Communication Prohibition.** ONTC or the Government of Ontario will lead and make any announcements relating to the Agreement and ONTC's use of the Services. The Service Provider shall not make any announcement of any kind, including press releases, social media posts, public declarations, or any form of publication or announcement, in relation to the Agreement or ONTC's use of the Services unless prior written consent is given by ONTC. Should the Service Provider be contacted by any media outlet or other person or entity wishing to make any form of publication or announcement, or seeking any information, in relation to the Agreement or ONTC's use of the Services, the Service Provider shall provide no comment and shall immediately notify ONTC. The Service Provider shall immediately notify ONTC if it becomes aware of any publication or announcement relating to the Agreement or ONTC's use of the Services.
23. **Use of Confidential Information.** Neither Party will disclose any Confidential Information of the other Party to any third party without the other Party's written consent or if the Party is legally required to do so. Each Party shall protect the Confidential Information disclosed to it by the other Party in the same manner and to the same extent that it protects its own Confidential Information. Upon the termination of this Agreement, or earlier upon the request of a Party, the other Party shall promptly destroy or return (as directed by the requesting Party) all copies of the Confidential Information disclosed to it, except that the Parties shall be entitled to retain one (1) copy of the Confidential Information for legal purposes. The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party, including without limitation an unauthorized release of Personal Information, would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against any breach or threatened breach of any such provision. The Service Provider specifically acknowledges that ONTC is subject to FIPPA and that ONTC may be compelled to disclose certain Confidential Information under it.
24. **Survival.** This part COMMUNICATIONS AND CONFIDENTIAL INFORMATION shall survive the expiry or termination of the Agreement.

EARLY TERMINATION OF THE CONTRACT

25. **Early Termination.** This Agreement may be terminated early:

- (a) by ONTC, for any reason, upon not less than thirty (30) days' prior written notice;
- (b) by ONTC immediately (i) upon the winding up or dissolution of the Service Provider; or (ii) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, upon the Service Provider 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;
- (c) by ONTC upon written notice to the Service Provider, where the Service Provider is in default or breach of the Agreement and such default or breach has not been remedied to ONTC's reasonable satisfaction within fourteen (14) days of providing written notice to Service Provider thereof; and
- (d) by the Service Provider upon written notice to ONTC, where ONTC has failed to make payment to the Service Provider of property charged amounts under s. 24 and such failure has not been remedied within thirty (30) days of providing written notice to ONTC thereof.

26. **Obligations on Termination.** Upon early termination of the Agreement,

- (a) The Service Provider shall promptly cease performance of the Services and do everything possible to mitigate any costs incurred in relation to the Services;
- (b) the Service Provider shall cooperate with ONTC to ensure an orderly transition to any service provider replacing the Service Provider for the completion of the Services; and
- (c) ONTC shall pay the Service Provider for the Services performed in compliance with the Agreement up to the time of termination.

LIABILITY AND INDEMNIFICATION

27. **General Indemnity.** The Service Provider shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Service Provider or as a result of any breach of the terms of the Agreement by the Service Provider or by any act or omission of the Service Provider or Service Provider Parties, including but not limited to all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, except to the extent that such Loss is caused by the negligence of ONTC or ONTC Parties. The Service Provider 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.

28. **Consequential Losses Excluded.** With the exception of Losses caused by the disclosure of Confidential Information not in accordance with the Agreement or liabilities related to Intellectual Property rights, neither Party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss of revenue or profit, regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a Party has been advised of the possibility of such damages.

29. **Financial Administration Act.** Notwithstanding anything else in the Agreement, 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 issuance of the Purchase Order or at any time during the provision of the Services by the Service Provider, 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.

30. **Survival.** This part LIABILITY AND INDEMNIFICATION shall survive the expiry or termination of the Agreement.

INSURANCE

31. **Insurance Required.** Without limiting Service Provider's obligations or liabilities hereunder, and subject to any requirements contained in the Procurement Document, Service Provider shall, at its sole expense, purchase and maintain the following insurance:

- (a) Commercial General Liability insurance covering all liabilities for personal injury and property damage arising from the Services, with limits of liability of \$2,000,000 for each occurrence with no limitations on or exclusions from coverage arising from working on or around railway property;
 - (b) Automobile Liability Insurance with respect to licensed vehicles, to a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide "Ontario Northland Transportation Commission" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage and in the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Service Provider, and standard non-owned automobile form policy including standard contractual liability endorsement; and
 - (c) Environmental (Pollution) Insurance providing protection for third party bodily injury and property damage resulting from an environmental incident, in the amount of not less than two million dollars (\$2,000,000) per occurrence (per accident or incident or claim) and including ONTC as additional insured.
32. **Insurance Primary.** The Service Provider shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to ONTC.
33. **Certificates.** The Service Provider shall on request provide to ONTC or its designee certificates of insurance and endorsements as evidence of the insurance required under the Agreement.

WSIB

34. **WSIB Certificate.** If, at the time the Services commence, the Service Provider is subject to the insurance requirements under the WSIA, the Service Provider shall comply with its obligations under the WSIA and shall provide a certificate under the WSIA confirming compliance if requested by ONTC.

AUDIT

35. **Audit Requirement.** The Service Provider shall at all times during the term of the Agreement and for a period of 6 years after the expiration or termination of the Agreement, keep and maintain all financial and other records related to the terms of the Agreement, the Agreement and the Services, and ONTC may at any time audit such records to confirm compliance with the by Agreement by the Service Provider.

CONFLICT OF INTEREST

36. **Conflict of Interest Remedies.** If a potential or actual Conflict of Interest of the Service Provider arises during the Service Provider's performance of the Services,
- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
 - (b) ONTC has the right to prescribe the manner in which the Service Provider should resolve the Conflict of Interest; and
 - (c) ONTC may terminate the Agreement immediately upon notice to the Service Provider if the Service Provider fails to disclose any actual or potential Conflict of Interest, if the Service Provider fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

FORCE MAJEURE

37. **Force Majeure.** Whenever and to the extent either Party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under the Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that Party. No extension of time will be given unless the Party seeking the extension submits to the other Party within five (5) business days after the date on which the Party ought reasonably to have been aware of the Force Majeure event a notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the Party.

OTHER WARRANTIES

38. **Anti-Corruption.** The Service Provider warrants that no bribe, gift or other inducement has been paid,

promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Service Provider.

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

NOTICES

43. **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:

T:

E:

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

To the Service Provider at:

Attention:

T:

E:

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

GENERAL

44. **Assignment.** Neither Party may assign their respective rights and obligations under the Agreement without first obtaining the written consent of other Party, provided, however, that either Party may assign the Agreement to an affiliate or the successor of its business upon written notice to the other Party. The 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.
45. **No Waiver.** No waiver by a Party of any breach by the other Party of any of its covenants, agreements or obligations in the Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a Party to seek a remedy for any breach by the other Party be a waiver by the Party of its rights and remedies with respect to such breach or any subsequent breach.
46. **Relationship.** Nothing contained in the 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.
47. **Governing Law.** The 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 the Agreement or the performance of the obligations hereunder.
48. **Severability.** Should any section or part or parts of any section in the Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall be binding upon ONTC and the Service Provider as though such section or part or parts thereof had never been included in the Agreement.
49. **Entire Agreement.** The 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 the Agreement. No amendment, variation or change to the Agreement shall be binding unless the same shall be in writing and signed by the Parties.
50. **Survival.** In addition to those provisions which are expressly stated to survive the termination or expiration of the Agreement, the provisions of the Agreement that are by their nature intended to survive termination or expiration of the Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
51. **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by electronic transmission of a .pdf of the executed Agreement and the parties may rely upon the .pdf document as though the .pdf document was an original hard copy of the Agreement. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[signature page follows]

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

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

XXXX

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

Schedule "A"

Scope of the Work / Services to be Provided

Schedule B

Service Provider's Submission

COMPLIANCE WITH CONTRACT DOCUMENTS

Proponents are required to document any proposed changes to the draft agreement attached at Appendix A of this RFP using the table below, and, including same with their formal proposal. ONTC will not consider further suggestions once the proposal has been received.

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

A. THE DELIVERABLES

Background

Ontario Northland Transportation Commission ("ONTC") invites qualified and experienced contractors to submit proposals for the provision of Rail Incident Response and Recovery Services in support of its rail operations, including the Northlander passenger service, freight operations, and associated rail equipment.

The successful proponent will provide emergency and planned response services for derailments, equipment recovery, wheel and traction motor change-outs, load transfer services, railcar securement, and post-incident cleanup activities. ONTC seeks to establish a strategic contract that ensures rapid response, operational reliability, cost predictability, and enhanced safety performance.

Objective

The objective of this procurement is to establish a multi-year agreement with a qualified contractor capable of providing specialized rail recovery and emergency response services on a 24-hour-per-day, 7-day-per-week basis throughout ONTC's service territory.

Contract Term

The anticipated contract term shall be:

- Initial Term: Three (3) years
- Optional Extensions: Two (2) additional one-year extensions at ONTC's sole discretion

Scope Of Work

The successful proponent shall furnish all labour, equipment, supervision, transportation, tools, materials, permits, environmental controls, and incident management resources necessary to perform the services described herein.

Required Services

Derailment Response and Recovery

Services shall include, but not be limited to:

- Emergency response to rail incidents
- Vehicle rerailling operations
- Recovery planning and execution
- Heavy lifting services
- Site stabilization
- Track access support
- Incident containment

Traction Motor Change-Outs

Services shall include:

- Removal of defective traction motors
- Installation of replacement traction motors
- Mobile heavy equipment support
- Transportation and handling of components

Wheel Change-Out Services

Services shall include:

- Mobile wheel replacement
- Wheelset handling
- Equipment lifting and support
- Emergency wheel replacement response

Load Adjustment and Transfer

Services shall include:

- Load transfer between railcars
- Cargo repositioning
- Weight redistribution
- Securement verification

Railcar Loadout and Securement

Services shall include:

- Railcar loading and unloading
- Equipment tie-down
- Securement inspections
- Transportation preparation

Post-Derailment Cleanup

Services shall include:

- Debris removal
- Environmental remediation support
- Material disposal
- Site restoration

The contractor shall be capable of responding to incidents 24 hours per day, 365 days per year.

Service Level Requirements

The successful proponent shall:

Emergency Availability

- Provide continuous 24/7/365 emergency coverage.
- Maintain a dedicated emergency contact number.
- Provide an incident coordinator for every response.

Mobilization

- Proponents shall identify:
- Typical mobilization times.
- Available equipment locations.
- Staffing resources available after normal business hours.

Reporting

The contractor shall provide:

- Incident reports.
- Equipment utilization summaries.
- Labour reports.
- Safety reports.
- Environmental reports (where applicable).

Reports shall be submitted within five (5) business days following completion of the work.

B. MATERIAL DISCLOSURES

1. Contractor Health and Safety

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

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing

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

Please ensure that all pricing information is uploaded in the **Pricing Proposal Envelope only**.

3. Buy Ontario Act Compliance Form (Appendix D)

Each submission should include a Buy Ontario Act Compliance Form submitted in the format prescribed in this solicitation. For this specific solicitation falling under the general goods and services category, fill out sections 1.0, 3.2, 6.2 and fill out and sign the details at the bottom of the form.”

4. List of Equipment

Each proposal must include a List of Equipment that proponents intend to use over the course of the Contract Term, which is located at **Schedule B - List of Equipment**, contained within **Appendix E - Schedule of Prices**.

Please ensure that the List of Equipment is completed in excel format and uploaded in the **Pricing Proposal Envelope only**.

5. List of Personnel and Labour Rates

Each proposal must include a List of Equipment that proponents intend to use over the course of the Contract Term, which is located at **Schedule C - List of Personnel and Labour Rates**, contained within **Appendix E - Schedule of Prices**.

6. Other Mandatory Submission Requirements

Not Applicable.

D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

E. PRE-CONDITIONS OF AWARD

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

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

F. EVALUATION CRITERIA

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

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			

1.0	Category 1: Experience and Qualifications	25	12.5
1.1	Company Profile / Project Team	10	
1.2	Project Profiles	15	
2.0	Category 2: Response Capability and Service Approach	20	10
2.1	Emergency Response Program and Mobilization Strategy	10	
2.2	Proposed Service Delivery Approach and Methodology	10	
3.0	Category 3: Equipment, Resources and Operational Readiness	30	15
3.1	Specialized Recovery Equipment Availability	10	
3.2	Geographic Coverage and Resource Availability	5	
3.3	24/7 Emergency Response Capability and Continuity Planning	10	
3.4	Health, Safety and Environmental Program	5	
	Total	75	
50% Minimum Threshold to be obtained in Category 1 (12.5/25), Category 2 (10/20) and Category 3 (15/30), to Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet these minimum thresholds may not be considered further.			
2. PRICING PROPOSAL			
	Pricing	35	n/a
	Total Points	110	

Technical Proposal Content Requirements

The Proponent shall provide a written proposal in PDF format. The proposal to undertake the project shall include a clear outline, including the general items listed below, but also include other considerations based on the Proponent's understanding of the project. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process. All submissions shall utilize the headings in the Technical Proposal Requirements table provided below, and in the order presented, which align with the Evaluation Criteria. All submissions shall also address the information requirements under each heading.

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Experience & Qualifications
1.1	Proponents shall provide a detailed Company Profile demonstrating their qualifications and capacity to deliver the services described in this RFP. The submission should include: • Legal company name, corporate structure, and head office location. • Number of years providing rail incident response, derailment recovery, heavy recovery, rail equipment lifting, or similar services.

	• Description of the organization's history, core business activities, and areas of expertise. • Description of operational facilities, equipment yards, maintenance facilities, and geographic service coverage. • Overview of service offerings and organizational capacity to support emergency rail incident response services. • Identification of any subcontractors proposed for the delivery of services and a description of their roles. • Description of previous experience supporting railway operators, passenger rail services, freight rail services, transit agencies, or other heavy transportation industries. • Description of the Proponent's presence and operations within Ontario and Canada, including offices, facilities, personnel, equipment, and/or other resources that will support delivery of the Services. The Proponent shall demonstrate a minimum of five (5) years of experience providing services of a similar scope and complexity.
1.2	Proponents shall provide a minimum of three (3) projects completed within the last five (5) years that demonstrate experience providing services similar in scope, complexity, and operational requirements to those contemplated under this RFP. Projects should demonstrate experience in one or more of the following service areas: Rail derailment response and recovery; Passenger or freight rail operators; Locomotive recovery and rerailing; Wheel or traction motor change-outs; Load transfer and cargo recovery operations; Emergency response and incident management; Environmental cleanup associated with rail incidents. The project descriptions shall include: a) Company/Client name b) Name of Contact and contact details c) Project name and scope d) Value of project at kick-off and project value upon delivery e) Start and end date at project kick-off and achieved project end date upon delivery f) Description of work performed and use of subcontractors g) Outcomes (e.g., completed on schedule/budget) Evaluation Considerations In evaluating the Proponent's experience and qualifications, ONTC may consider the extent to which the Proponent demonstrates successful experience in: • Rail incident response and emergency services; • Derailment recovery operations; • Locomotive recovery and rerailing services; • Freight car recovery and rerailing services;

	• Wheel replacement services; • Traction motor replacement services; • Load transfer operations involving rail equipment or materials; • Emergency response services provided to railway operators; and • Delivering similar services for railway operators of comparable size, operational requirements, and complexity to ONTC. <i>ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above.</i>
2.0	Response Capability and Service Approach
2.1	Proponents shall provide a comprehensive Emergency Response Program detailing their ability to respond to rail incidents and recovery events on a twenty-four (24) hour per day, seven (7) day per week, three hundred sixty-five (365) day per year basis. Submissions shall include a detailed description of: • Incident notification and call intake procedures; • Escalation protocols and decision-making authority; • Dispatch and mobilization procedures; • Incident command structure and reporting hierarchy; • Communication protocols during an emergency response; • Coordination procedures with Ontario Northland personnel, emergency responders, regulatory agencies, and other stakeholders; • Site assessment and incident prioritization methodology; • Procedures for managing major incidents and multi-location events; and • Post-incident reporting and lessons-learned processes. Proponents shall provide examples demonstrating successful execution of emergency response procedures for rail incidents, derailments, heavy recovery operations, or comparable emergency events. Evaluation Considerations In evaluating the Proponent's emergency response capabilities, ONTC may consider the extent to which the Proponent demonstrates: • Well-defined emergency response procedures; • Efficient mobilization and deployment processes; • Clear communication and escalation protocols; • Effective incident management practices; • Demonstrated ability to coordinate and execute emergency response operations; • Experience responding to rail-related incidents and service disruptions; and • A documented approach to managing safety, operational continuity, and stakeholder communications during emergency events.
2.2	Proponents shall provide a detailed description of their proposed approach to delivering the services identified in this RFP, including derailment response and recovery, traction motor change-outs, wheel change-outs, load adjustment and transfer, railcar loadout and tie-down services, and post-incident cleanup activities.

	The submission shall clearly describe the methodology, processes, equipment utilization, staffing approach, and quality controls that will be employed to ensure safe, efficient, and timely service delivery. Submissions should include: • Incident assessment and response planning procedures; • Recovery and rerailing methodologies; • Equipment lifting and load transfer procedures; • Wheel and traction motor replacement methodologies; • Environmental protection and site restoration practices; • Quality assurance and inspection procedures; • Safety management processes; • Communication and reporting practices; • Description of how Ontario and Canadian personnel, suppliers, subcontractors, facilities, equipment, and services will be utilized in the delivery of the Services, where applicable; and • Coordination procedures with Ontario Northland operational personnel. Proponents shall identify key project risks associated with emergency rail recovery operations and provide mitigation measures to reduce operational, safety, environmental, and schedule impacts. The proposed approach should demonstrate flexibility to accommodate varying incident types, geographic locations, weather conditions, resource requirements, and operational priorities while minimizing service disruptions. Evaluation Considerations In evaluating the Proponent's emergency response capabilities, ONTC may consider the extent to which the Proponent demonstrates: • Well-defined emergency response procedures; • Efficient mobilization and deployment processes; • Clear communication and escalation protocols; • Effective incident management practices; • Demonstrated ability to coordinate and execute emergency response operations; • Experience responding to rail-related incidents and service disruptions; • The extent to which the Proponent demonstrates meaningful utilization of Ontario and Canadian resources, personnel, suppliers, subcontractors, facilities, equipment, and services in support of contract delivery; and • A documented approach to managing safety, operational continuity, and stakeholder communications during emergency events.
3.0	Equipment, Resources and Operational Readiness
3.1	Proponents shall provide a detailed inventory of all equipment available for the performance of the services contemplated under this RFP.

	Submissions shall identify equipment owned, leased, or otherwise available to the Proponent and shall clearly indicate the location, capacity, and availability of each major piece of equipment. The submission should include, at a minimum, details regarding: • Hydraulic rerailling equipment; • Railcar and locomotive lifting systems; • Hydraulic jacking systems; • Wheel change-out equipment; • Traction motor handling equipment; • Recovery trucks and support vehicles; • Load transfer and cargo handling equipment; • Specialized tooling and rigging equipment; • Identification of equipment located within Ontario and Canada that will be available to support the Services; and • Environmental containment and cleanup equipment. Proponents shall identify any limitations, subcontracted resources, or equipment sharing arrangements that may impact availability. Evaluation Considerations In evaluating the Proponent's equipment resources and capabilities, ONTC may consider the extent to which the Proponent demonstrates: • Ownership of, or immediate access to, specialized railway recovery equipment; • Availability of equipment suitable for derailment recovery, rerailling, lifting, load transfer, and other emergency response activities; • Capacity to mobilize and deploy equipment in a timely manner; • Adequate equipment resources to support multiple concurrent incidents, where required; • Capability to respond to large-scale railway recovery operations; • Processes for maintaining, inspecting, and ensuring the operational readiness of equipment; • Availability of equipment and resources located within Ontario and Canada that support operational readiness and response capability; and • Experience utilizing such equipment in support of railway recovery and emergency response operations.
3.2	Proponents shall provide a description of their geographic service coverage and operational footprint, including facilities, equipment staging locations, maintenance yards, and personnel bases that will support service delivery under this Contract.

	Submissions shall include: • Primary operating locations; • Emergency response staging locations; • Service coverage areas throughout Ontario; • Number and locations of response crews; • Availability of specialized personnel; • Resource deployment procedures; • Identification of Ontario and Canadian facilities, personnel bases, staging locations, and operational resources that will support service delivery; and • Ability to respond to incidents occurring in remote or northern regions. Proponents shall identify any regional partnerships or subcontracting arrangements that will support service delivery. The submission should demonstrate the Proponent's ability to provide timely response and recovery services across Ontario Northland's operational territory. Evaluation Considerations In evaluating the Proponent's response capabilities, ONTC may consider the extent to which the Proponent demonstrates: • The ability to mobilize qualified personnel and required equipment to incident locations in a timely manner; • Access to sufficient personnel, equipment, and support resources to perform the required services; • An established approach for coordinating and deploying resources in response to emergency incidents; • Capacity to respond to multiple incidents, where required; • Processes and procedures that support effective and efficient deployment of personnel and equipment; • Experience managing and delivering emergency response and recovery services in a railway environment; • Availability and accessibility of Ontario and Canadian operational resources that support effective service delivery and mobilization; and • The ability to meet the response requirements set out in this RFP.
3.3	Proponents shall demonstrate their operational capacity to provide continuous emergency response services on a twenty-four (24) hour per day, seven (7) day per week, three hundred sixty-five (365) day per year basis throughout the Contract term. Submissions shall describe: • Number of response crews available; • Number and qualifications of personnel available for emergency deployment; • Crew rotation and on-call arrangements; • Availability of backup crews and supervisory personnel; • Availability of spare and backup recovery equipment; • Capacity to manage multiple incidents concurrently; • Mutual aid agreements and supplemental resource arrangements; • Business continuity plans; • Succession and workforce contingency planning;

	• Equipment replacement and maintenance programs; • Description of Ontario and Canadian personnel and resources available to support emergency response, continuity planning, and sustained service delivery; and • Measures implemented to maintain service during severe weather events, labour shortages, equipment failures, or major regional incidents. Proponents shall identify any limitations affecting response capacity and describe how such limitations will be mitigated. Evaluation Considerations In evaluating the Proponent's operational capacity and resource availability, ONTC may consider the extent to which the Proponent demonstrates: • Sufficient personnel, equipment, and support resources to deliver the required services; • The ability to effectively manage and respond to emergency incidents; • Availability of resources to support simultaneous response requirements, where necessary; • Processes and procedures to maintain service continuity during emergency response operations; • Capacity to sustain response and recovery activities over extended durations, where required; • Effective resource coordination, allocation, and deployment practices; • The extent to which Ontario and Canadian personnel, equipment, facilities, and other resources contribute to the Proponent's ability to maintain continuous service delivery; and • Experience managing complex or resource-intensive emergency response and recovery operations.
3.4	Proponents shall provide detailed information regarding their Health, Safety and Environmental ("HSE") management program and demonstrate their commitment to maintaining safe operations during rail recovery and emergency response activities. Submissions shall include: • Corporate health and safety policies and procedures; • Occupational Health and Safety Act compliance programs; • Railway-specific safety training and certifications; • Environmental protection and spill response procedures; • Hazard identification and risk assessment processes; • Incident investigation and corrective action procedures; • Safety performance statistics for the most recent three (3) years; • Employee training and competency management programs; • Substance abuse and fitness-for-duty policies; and • Continuous improvement initiatives related to safety and environmental performance. Proponents shall identify any regulatory violations, orders, or significant safety incidents occurring within the past five (5) years and describe corrective actions implemented.

G. PRICE EVALUATION METHOD

Pricing is worth **35 points** of the total score.

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

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

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information by completing the attached pricing form (Appendix D) **in Excel Format** and including it in their pricing proposal.
- (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

Rates to be provided as per Appendix E - Schedule of Prices, attached separately. **(Rates are to exclude HST)**

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. 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.

3. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

4. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by ONTC prior to the Deadline for Issuing Addenda. The onus is on proponents to make any necessary amendments to their proposals based on the addenda.

6. 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:

7. No Prohibited Conduct

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

8. 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:

9. Disclosure of Information

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

10. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for the Irrevocability Period specified in the RFP, running from the moment the Submission Deadline has passed.

11. Execution of Agreement

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

12. Travel

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D - BUY ONTARIO ACT COMPLIANCE FORM

Ontario's *Buy Ontario Act, 2025* (Buy Ontario Act) and the directives and guidelines promulgated thereunder restrict contracting opportunities to 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.

“Canadian-Made Good” means a good that meets any one of the following criteria: (i) it is wholly manufactured or originating in Canada; (ii) at least 51% of the total direct costs of producing or

manufacturing the good have been incurred in Canada; or (iii) it is labelled as “Made in Canada” or “Product of Canada”.

“Canadian Service” means a service wholly provided by individuals (natural persons) located in Canada.

“Capital Infrastructure Procurements” mean Construction, Related Fixtures, Furniture and Equipment, and Transit Fleet Vehicles including rolling stock and buses but excluding light duty passenger vehicles.

“Capital Infrastructure Guideline” means the Capital Infrastructure Policy - A Guide for Buyers issued by the Ministry of Public and Business Service Delivery and Procurement dated April 13, 2026, and any subsequent revisions made to that document after the above-noted date.

“Commitment Approach” means the contracting method established under the BOA Directive and Capital Infrastructure Guideline for Capital Infrastructure Procurements that requires the inclusion in procurement documents of a Domestic Supply Chain Plan to meet or exceed a specified proportion of Ontario or Canadian-Made Goods and Services as a part of the procurement and for greater clarity the specified proportion may be any percentage of the total estimated procurement value that the purchasing entity determines would maximize the use of: (i) Ontario-Made Goods; (ii) Canadian-Made Goods; (iii) Ontario Services; and (vi) Canadian Services; as further prescribed in each procurement document.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

“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-Made Good” means a good that meets any one of the following criteria: (i) it is wholly manufactured or originating in Ontario; or (ii) at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

“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.

“Ontario Service” means a service wholly provided by individuals (natural persons) located in Ontario.

“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) as well as to Capital Infrastructure Procurements, but not to Fleet Vehicles.

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 Attestation Regarding Domestic Supply Chain Plan Commitment

4.1 Instructions

This section applies to Capital Infrastructure Procurements. To comply with this section, suppliers must submit a Domestic Supply Chain Plan in the manner prescribed in the Domestic Supply Chain Form and related instructions and in accordance with the Commitment Approach that confirms that they will meet or exceed the specified proportion of Ontario or Canadian-Made Goods and Services if awarded a contract.

Check the box below to confirm that you are submitting a Domestic Supply Chain Form in accordance with the instructions provided with that form and in accordance with above-noted Commitment Approach:

4.2 Attestation (select the option below):

- ☐ I am submitting a Domestic Supply Chain Plan Form and am committing to meeting or exceeding the prescribed percentage of Ontario-Made Goods, Ontario Services, Canadian-Made Goods and Canadian Services if awarded a contract.

5.0 Representation

5.1 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 rescission 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.

5.2 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 - SCHEDULE OF PRICES

Proponents must fully complete the Schedule of Prices, which is attached separately. Prices shall be provided in Canadian dollars, exclusive of HST.

1. SCHEDULE A - COST BREAKDOWN

Proponents shall complete the attached Schedule A - Cost Breakdown as provided.

Please refer to the separate Schedule A - Schedule of Prices Excel worksheet. This form must be completed as part of the proposal.

2. SCHEDULE B - LIST OF EQUIPMENT

Please refer to the separate Schedule B - List of Equipment Excel worksheet. This form must be completed as part of the proposal.

3. SCHEDULE C - LIST OF PERSONNEL AND LABOUR RATES

Please refer to the separate Schedule C - List of Personnel and Labour Rates worksheet. This form must be completed as part of the proposal.

APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL

Proponents shall complete and include the attached Contractor Health and Safety Responsibility Agreement and Contractor Safety Pre-Qualification Form with their bid:

- A. Contractor Health and Safety Responsibility Agreement
- B. Contractor Safety Pre-Qualification Form

A. Contractor Health and Safety Responsibility Agreement

In submitting this Quotation, 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 Quotation, 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:

Company Name:	Telephone:	ONTC Use
Mailing Address:	Fax:	
	E-mail:	
2. Form of Business:		

☐ Sole Proprietor
 ☐ Partnership
 ☐ 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:
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8. Insurance Carriers:

Type of Coverage:	Telephone

9. Organization:

Describe the nature of the work your company specialized in:	
☐ _____ ☒ _____	
☐ _____ ☐ _____	
☐ _____ ☐ _____	
☐ _____ ☐ _____	
☐ _____ ☐ _____	
10. Are any of the above services that you perform normally subcontracted to others?	☐ Yes ☐ No

11. Health and Safety Performance

- | | | |
|---|------------------------------|-----------------------------|
| a) Are any of the above services that you perform normally subcontracted to others? | ☐ Yes | ☐ No |
| b) Can you provide a Workplace Safety & Insurance Clearance Certificate? | ☐ Yes | ☐ No |
| c) Has an employee of your company suffered a fatal accident or "critical injury" as defined by the <u>Ontario Occupational Health & Safety Act</u> ? Please provide for the last 3 years: i) total number of lost time accidents by rate group, ii) total number medical aid accidents, iii) total number of hours worked by each rate group | ☐ Yes | ☐ No |
| d) Has your company ever been subjected to a Workwell Audit? If yes, what was your final score? _____ | ☐ Yes | ☐ No |
| e) Are there judgements, claims or suits pending or outstanding against your company? | ☐ Yes | ☐ No |
| f) Have you received any regulatory (MOL, MOE, etc.) orders and/or prosecutions in the last 3 years? If yes, provide details of all prosecution and fines for the past 3 years on a separate sheet. | ☐ Yes | ☐ No |
| g) Do you have involvement in provincial safety associations such as the Infrastructure Health & Safety Association (IHSA) and/or Workplace Safety & Prevention Services (WSPS)? If yes, please name: | ☐ Yes | ☐ No |

12. Health and Safety Program and Procedures:

- | | | |
|---|------------------------------|-----------------------------|
| a) Do you have a written health and safety policy? If yes, include a copy. | ☐ Yes | ☐ No |
| b) Do you have a written health and safety program? | ☐ Yes | ☐ No |
| c) If so, are the following elements addressed? | ☐ Yes | ☐ No |
| i. Participation by all levels in the organization | ☐ Yes | ☐ No |
| ii. Accountabilities & responsibilities for managers, supervisors and employees | ☐ Yes | ☐ No |
| iii. Adequate resourcing for meeting health and safety requirements | ☐ Yes | ☐ No |
| iv. Hazard identification and control | ☐ Yes | ☐ No |
| v. Health and safety performance measurement and evaluation | ☐ Yes | ☐ No |
| vi. Corrective actions implementation | ☐ Yes | ☐ No |

13. Health and Safety Program: Does the health and safety program include procedures and practice documents such as:

- | | | |
|---|------------------------------|-----------------------------|
| a) Hazardous Energy Control, Lock-out – Tag-out | ☐ Yes | ☐ No |
| b) Confined Space Entry | ☐ Yes | ☐ No |
| c) Working at Heights, Fall Protection | ☐ Yes | ☐ No |
| d) Personal Protective Equipment (PPE) | ☐ Yes | ☐ No |
| e) Portable / Electric Power Tools | | |
| f) Vehicle Safety | ☐ Yes | ☐ No |
| g) Compressed Gas Cylinders | ☐ Yes | ☐ No |
| h) Electrical Equipment Grounding Assurance | ☐ Yes | ☐ No |

i) Powered Industrial Vehicles (forklifts, cranes, etc.)	☐ Yes	☐ No	
j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.)	☐ Yes	☐ No	
k) Excavation and Trenching	☐ Yes	☐ No	
l) Housekeeping	☐ Yes	☐ No	
m) Accident / Incident Reporting and Investigation	☐ Yes	☐ No	
n) Hazard / Unsafe Condition Identification, Reporting and Communication	☐ Yes	☐ No	
o) Workplace Hazardous Materials information System (WHMIS)	☐ Yes	☐ No	
p) Emergency Action Plan / Evacuation Plan	☐ Yes	☐ No	
q) Spill Response / Reporting	☐ Yes	☐ No	
r) Respiratory Protection	☐ Yes	☐ No	
s) Designated Substances Management	☐ Yes	☐ No	
t) Waste Staging / Disposal	☐ Yes	☐ No	
u) Traffic Control	☐ Yes	☐ No	
v) Hearing Conservation	☐ Yes	☐ No	
14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health & Safety Act</u> , associated regulations and / or company safety rules?	☐ Yes	☐ No	
15. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? (<i>If no, provide a description of your plan to assure that they can safely perform their tasks</i>)	☐ Yes	☐ No	
16. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	☐ Yes	☐ No	
17. Do you have First Aid kits available to your staff?	☐ Yes	☐ No	
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	☐ Yes	☐ No	
19. Does the company conduct pre-placement medical examinations?	☐ Yes	☐ No	
20. Is task-adequate PPE provided to workers?	☐ Yes	☐ No	
21. Are employees trained in PPE care, use and maintenance?	☐ Yes	☐ No	
22. Do you have a corrective action process for addressing individual health and safety performance deficiencies	☐ Yes	☐ No	
23. Equipment and Manuals:			

- | | | | |
|---|------------------------------|-----------------------------|--|
| a. Do you conduct inspections on operating equipment (e.g. excavators, cranes, forklifts, vehicles, etc.) as per regulatory requirements? | ☐ Yes | ☐ No | |
| b. Do you maintain operating equipment in compliance with regulatory requirements? | ☐ Yes | ☐ No | |
| c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment? | ☐ Yes | ☐ No | |
| d. Are records available upon request | ☐ Yes | ☐ No | |

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 | ☐ Yes | ☐ No | |
| 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 G - PHOTOGRAPHS

Please refer to photographs below.

