



Request for Proposals
for
Post-Incident and
Reasonable Cause Drug and Alcohol Testing Services

Request for Proposals No.: **RFP 2026 071**

Issued: **Tuesday, October 13, 2026**

Submission Deadline: **Friday, November 06, 2026 at 2:00 PM EDT local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by Ontario Northland Transportation Commission (“ONTC”) to prospective proponents to submit proposals for **Post-Incident and Reasonable Cause Drug and Alcohol Testing 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 is seeking proposals from qualified and experienced occupational health and substance testing providers to deliver comprehensive post-incident, reasonable cause, and related drug and alcohol testing services in support of ONTC’s Fit for Duty Policy and overall commitment to workplace safety.

ONTC operates across a diverse transportation environment that includes rail operations, motor coach services (DOT and Non-DOT) including DOT Random Screening for MCO Operators, maintenance facilities, infrastructure, signals and communications, and other safety-sensitive work environments where employee fitness for duty is critical to the health and safety of employees, passengers, contractors, the public, property, and the environment.

Under ONTC's Fit for Duty Policy, employees occupying safety-sensitive positions may be required to undergo drug and alcohol testing following a workplace incident, near miss, or when reasonable grounds exist to believe an employee may be impaired or otherwise unfit for duty due to the use of alcohol, drugs, or other substances.

1.1.2 Proponent Must Be Single Entity

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

1.1.3 Bidding System Registration

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

1.2 RFP Contact

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

Brinda Ranpura
Procurement Contracts Specialist
Telephone: 705-472-4500 * 548
Email: brinda.ranpura@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 requested to enter into direct contract negotiations to finalize an agreement with ONTC for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between ONTC and the selected proponent.

1.5.2 Term of Contract

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

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Tuesday, October 13, 2026
Deadline for Questions	Wednesday, October 28, 2026 at 2:00:00 PM local time
Deadline for Issuing Addenda	Monday, November 02, 2026 at 6:00:00 PM local time
Submission Deadline	Friday, November 06, 2026 at 2:00:00 PM local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Monday, November 16, 2026
Contract Negotiation Period	Ten (10) calendar days
Anticipated Execution of Agreement	Friday, December 04, 2026

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

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

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage I – Mandatory Submission Requirements

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Non-Price Rated Criteria

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

2.4 Stage III – Pricing

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

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the proposal. ONTC may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is

not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

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

2.5.2 Contract Negotiation Process

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

2.5.3 Time Period for Negotiations

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

2.5.4 Failure to Enter into Agreement

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

2.5.5 Notification of Negotiation Status

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

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

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by ONTC

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

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

3.1.9 Trade Agreements

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

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

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

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

3.4.2 Disqualification for Conflict of Interest

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

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

3.4.3 Disqualification for Prohibited Conduct or Breach

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

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Supplier Suspension

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

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

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

3.5 Confidential Information

3.5.1 Confidential Information of ONTC

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

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

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

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

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

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

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

3.8 Power of Legislative Assembly

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Agreement for Deliverables will be the ONTC - Draft Form of Agreement as attached to this Appendix A.

THIS PROFESSIONAL SERVICES AGREEMENT is made XX, 2026 (the “Effective Date”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

AND

XXX

(the “Service Provider”)

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

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

“**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 this Agreement relates;

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

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

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

“Deliverables” means the information and items in any form as set out in Schedule A and/or B that are to be provided by the Service Provider to ONTC;

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

“Force Majeure Event” means an event or a cause beyond the control of a Party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, major equipment malfunction, governmental embargo, government priorities, or changes in the laws; provided such event is not caused by the affected Party’s negligence or failure to exercise reasonable diligence. A Force Majeure Event 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;

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

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

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

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

“Personnel” includes all principals, partners, employees, contractors and subcontractors of the Service Provider;

“Price” has the meaning set out in Section 5;

“Service Provider Parties” means the Service Provider and its directors, officers, principals, partners, employees, contractors and agents and those for whom it is in law responsible;

“Services” has the meaning set out in Section 3; and

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

CONTRACT DOCUMENTS

2. **Contract Documents and Precedence.** Schedule A (Deliverables/Scope of Work) and Schedule B (Service Provider’s Submission) form part of this Agreement. Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:

- (a) The body of this Agreement;
- (b) Schedule A (Deliverables/Scope of Work);
- (c) Schedule B (Service Provider’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.

3. **Services.** The Service Provider shall provide ONTC with the drug and alcohol testing services as more particularly described in Schedule A and/or Schedule B (the **“Services”**). The Services shall be provided as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services.
4. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect for a period of two (2) years unless earlier terminated pursuant to the provisions of this Agreement (the **“Term”**). ONTC shall have the right, exercisable in its sole discretion, to renew the Term for three (3) additional periods of one (1) year each (a **“Renewal Term”**) by providing written notice to the Service Provider at least 30 days prior to the end of the Term or a Renewal Term, as the case may be.

5. **Price and Invoicing.** ONTC will pay the Service Provider for the Services under this Agreement, excluding Harmonized Sales Tax, the prices or hourly rates set out in Schedule B (the “**Price**”). The Price includes all expenses necessary to provide the Services including without limitation travel expenses. Accordingly, the Service Provider shall not charge any expenses to ONTC unless agreed in advance with ONTC and documented by way of a Change Order, and further provided that any travel related expenses comply with the Management Board of Cabinet Travel, Hospitality and Meal Directive effective January 2020. Invoices shall be submitted to the ONTC representative as advised by ONTC and to pay.inv@ontarionorthland.ca. ONTC will review the invoices and, if approved, process the same for payment within thirty (30) days after receipt (subject to ONTC’s right to set off, or to withhold payment in the event of a dispute about the invoice).
6. **Reports.** The Service Provider shall provide the reports and all other Deliverables to ONTC as required in Schedule A, and such other reports about the Services, in the form and substance satisfactory to ONTC, as ONTC may require.

STANDARD OF CARE AND VENDOR PERFORMANCE

7. **Standard of Care.** The Service Provider shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided. The Service Provider shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise. Any Services provided by subcontractors shall meet or exceed the above standard of care and the Service Provider shall be fully responsible therefor.
8. **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 this Agreement. Any such performance evaluation of the Service Provider for the supply of these 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>.
9. **Personnel.** The preliminary list of Personnel providing the Services is set out in Schedule B. The Service Provider shall be responsible for every act or omission of such Personnel and shall not change the Personnel without ONTC’s prior written approval. All Personnel providing the Services shall be retained or employed by the Service Provider, and have all approvals, permits, registrations, professional designations and memberships necessary to perform the Services.

10. **ONTC Requirements.** The Services shall comply with Applicable Laws and be based upon the written requirements and information which are provided by ONTC to the Service Provider. The Deliverables the Service Provider prepares will be accurate, correct and suited for use by ONTC and any ONTC Parties. While on ONTC property, the Service Provider shall comply with all applicable ONTC policies, including its Fit for Duty Policy.
11. **Schedule.** The Service Provider shall provide the Services within the time specified in the Agreement and shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. The timing of the delivery of Services may only be changed by the written consent of ONTC. The If the Service Provider fails to meet such timelines, ONTC may, without limiting any other remedy ONTC may have at law or under this agreement, retain other persons to complete the Services at the cost of the Service Provider and the Service Provider shall be responsible for all Losses suffered by ONTC due to the delay.
12. **Inspection and Inadequate Services.** ONTC may, at all reasonable times, inspect or otherwise review the Services that have been performed or are being performed. The Service Provider shall immediately correct at its own cost, upon written request of ONTC, any Services that do not meet the Deliverables specifications. If defects are discovered following completion of the Services, the Service Provider shall remedy such defects at its own expense.
13. **Intentionally Deleted.**
14. **Intentionally Deleted.**

CHANGES

15. **Changes.** Changes to the Services shall only be made by the Service Provider upon receipt of a written change order signed by an authorized member of each Party (each, a “**Change Order**”), setting out any agreed adjustment to the Price. A Change Order shall represent the full payment for all costs associated with the change or changes for which it was issued.

INTELLECTUAL PROPERTY

16. **Intellectual Property.** All Deliverables shall, unless approved by ONTC in writing to the contrary, be the sole property of ONTC and ONTC shall own all intellectual property rights in them. If the Service Provider owns any intellectual property rights in any Deliverables, it hereby transfers and assigns such intellectual property rights to ONTC. The Service Provider shall sign all documents and take all actions that may be necessary to ensure that ONTC owns the Deliverables and the intellectual property rights in the Deliverables.

CONFIDENTIAL INFORMATION

17. **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..
18. **FIPPA.** The Service Provider specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be disclose certain information, including Confidential Information, provided by the Service Provider in accordance with FIPPA. Where the Service Provider is collecting Personal Information on behalf of ONTC, the Service Provider must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.

PERSONAL INFORMATION

19. **Purpose.** Personal Information may be received by, created, collected, processed, used, maintained, disclosed, or disposed of by the Service Provider only for the purpose of providing the Services under the Agreement, and in strict compliance with Privacy Laws and ONTC policies related to the protection of Personal Information. The Service Provider shall limit the collection, creation, access, use, disclosure and retention of Personal Information to the minimum reasonably necessary to provide the Services.
20. **Accuracy.** The Service Provider is responsible for taking reasonable steps to ensure that the Personal Information created or maintained by the Service Provider in the course of providing the Services pursuant to this Agreement is accurate and up-to-date.
21. **Control.** All Personal Information provided by ONTC to Service Provider and all records containing Personal Information that are created or maintained by the Service Provider in the course of providing the Services pursuant to this Agreement shall be and remain the property and under the control of ONTC. Personal Information shall be separated from Service Provider's other records or data holdings in accordance with the Service Provider's procedures.

22. Intentionally Deleted.

- 23. Return or Destruction.** At the end or earlier termination of the Agreement, or at any time during the Agreement as directed by ONTC, the Service Provider must either return or destroy/delete, at ONTC's discretion, all Personal Information. Until the Personal Information is returned or destroyed/deleted, the Service Provider shall continue to ensure compliance with this part PERSONAL INFORMATION. Personal Information is to be securely wiped from all computers of the Service Provider, Service Provider Parties and any third parties in such a way as to render the data unrecoverable. The Service Provider will confirm the mechanisms and procedures that will be employed to ensure that ONTC Personal Information cannot be recovered or restored once the engagement is complete. Such process must be approved by ONTC in writing in advance.
- 24. Retention.** Personal Information must be retained for a minimum of one year after its use to ensure that an individual has a reasonable opportunity to obtain access. Personal Information may be destroyed earlier than one year if an individual to whom the Personal Information belongs consents to an earlier destruction. If the Service Provider receives Personal Information in error that is not used in relation to the Services pursuant to this Agreement, the Service Provider is not required to retain the Personal Information for one year.
- 25. Security.** Having regard to the available technology, cost of its implementation, the nature, scope, context and purposes of the Personal Information collection, use and disclosure, and taking into account the harm that might result from accidental loss, destruction, disclosure or damage of Personal Information, the Service Provider will implement appropriate technical and organizational measures designed to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. The Service Provider shall comply with its information management and security plan with respect to its safeguards for the protection of Personal Information, which, at a minimum, shall include:
- (a) limiting access of Personal information to its authorized Service Provider Parties set out in Schedule B and authorized third parties;
 - (b) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - (c) implementing network, device application, database and platform security;
 - (d) securing information transmission, storage and disposal;
 - (e) implementing authentication and access controls within media applications,

operating systems and equipment;

- (f) encrypting Personal Information stored on any mobile media;
- (g) encrypting Personal Information transmitted over public or wireless networks;
- (h) strictly segregating Personal Information from information of the Service Provider or its other customers so that Personal Information is not commingled with any other types of information;
- (i) implementing appropriate security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law;
- (j) providing appropriate privacy and information security training to Service Provider Parties; and
- (k) ensuring Service Provider Parties and third parties who are authorized to access Personal Information are bound to obligations to protect Personal Information equivalent to those provided for herein.

26. **Co-operation:** if the Service Provider receives any request for disclosure of Personal Information for a purpose not authorized under this Agreement, or if it becomes aware that disclosure may be required by law, the Service Provider shall immediately notify ONTC about the request or demand for disclosure and must not disclose the information unless otherwise directed to do so in writing. The Service Provider shall cooperate with and assist ONTC to enable ONTC to comply with its obligations under Privacy Laws, including without limitation responding to requests, inquiries, or notifications to or from (i) individuals relating to their Personal Information, or (ii) entities tasked with enforcing Privacy Laws.
27. **Trans-border data flow:** The Service Provider is prohibited from disclosing and/or transferring any Personal Information outside the boundaries of Canada or allowing parties outside Canada to have access to it, without the prior written approval of ONTC, and the Service Provider shall implement policies to prevent direct or remote access from outside of Canada.
28. **Third Parties.** The Service Provider may not allow any third parties to access any Personal Information in connection with the provision of the Services, without the prior written consent of ONTC. The Service Provider must confirm with third parties that they have equivalent data protection obligations as in this Agreement. The Service Provider shall provide ONTC with an up-to date list of all authorized third parties engaged in the Services who will have access to Personal Information.

29. **Audit.** Upon ONTC's written request and at ONTC's expense, to confirm compliance with this Agreement, as well as any Applicable Laws and industry standards, the Service Provider shall promptly and accurately complete a written information security questionnaire provided by ONTC or a third party on ONTC's behalf regarding Service Provider's business practices and information technology environment in relation to all Personal Information being handled and/or Services being provided by the Service Provider to ONTC pursuant to this Agreement. The Service Provider shall fully cooperate with such inquiries. ONTC shall treat the information provided by the Service Provider in the security questionnaire as the Service Provider's Confidential Information.
30. **Privacy Breach.** The Service Provider shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The Service Provider shall also notify ONTC without undue delay after becoming aware of the breach and promptly investigate and assess the breach. The Service Provider shall provide ONTC with a written summary of its investigation and assessment. The written summary shall include a complete incident timeline; the nature, cause and circumstances of the breach; the Personal Information involved; the individuals and records affected; the actual or likely consequences; the containment and mitigation measures taken; the results of the Service Provider's risk assessment; and the corrective or remedial actions proposed to prevent recurrence. The Service Provider shall implement corrective or remedial actions within a timeframe approved by ONTC and provide written confirmation when the actions are complete. The Service Provider shall not issue any notification or communication regarding the breach without ONTC's prior written approval, unless required by law. The Service Provider's breach of any of its covenants or obligations set forth under the parts "**Confidentiality**" and "**Personal Information**" is a material breach of this Agreement. In such event, ONTC may terminate the Agreement effective immediately upon written notice to the Service Provider without further liability or obligation to ONTC.
31. **Survival:** This part "Personal Information" shall survive the expiry or termination of this Agreement
32. **Precedence:** The privacy provisions of FIPPA and this part "Personal Information" shall supersede the provisions of the part "Confidential Information" with respect to the collection, retention, use, disclosure and disposal of Personal Information.

RECORDS

33. **Records and Audit.** The Service Provider shall maintain up-to-date and accurate records, which clearly identify the Service Provider's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Service Provider shall make

available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.

INDEMNITY, LIABILITY AND INSURANCE

34. **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 this Agreement by the Service Provider or by any negligent act, error, or omission of the Service Provider or the Service Provider Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties.
35. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
- (a) neither Party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a Party has been advised of the possibility of such damages; and,
 - (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.
36. **Insurance Coverage.** The Service Provider shall maintain the following insurance at its cost and provide evidence, satisfactory to ONTC, of:
- (a) Commercial General Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, with no limitations on or exclusions from coverage arising from working on or around railway property, including environmental and pollution liability, bodily injury, personal injury, death and damage to property;
 - (b) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property; and,
 - (c) Professional Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence and subject to an annual aggregate of not less than two million dollars (\$2,000,000).

TERMINATION

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

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

38. **ONTC Remedies.** Without limiting the right of ONTC to pursue any remedy available to it in law, if this Agreement is terminated early for any reason other than those described in section 37(a) or (d), then ONTC is excused from further performance under this Agreement, any money payable by the Service Provider to ONTC shall be immediately due and payable, and ONTC shall not be responsible for paying any amount over and above the chargeable amounts incurred up to the effective date of such termination, or a later date if work, already commenced by the Service Provider, cannot reasonably be discontinued until such later date.

GENERAL

39. **Conflict of Interest.** The Service Provider shall avoid any Conflict of Interest in the performance of the Services and execution of this Agreement and immediately disclose to ONTC any actual or potential Conflict of Interest that arises. 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.

40. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required 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.

41. **Assignment.** The Service Provider may not assign its rights or obligations under this Agreement without first obtaining the written consent of ONTC. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
42. **Notice.** Any notice under this Agreement shall be given in writing and delivered personally or by email or prepaid courier addressed as follows:

To ONTC at:

Ontario Northland Transportation Commission
555 Oak Street
North Bay ON P1B 8L3
Attention: XXX
T: XX
E: XX

And To:

Legal Services & Corporate Governance:
Legal@ontarionorthland.ca

To the Service Provider at:

XX
Attention: XXX
T: XX
E: XX

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 personal delivery or email shall be the date of delivery and if sent by prepaid courier shall be the second day after consignment to the courier.

43. **No Waiver.** No waiver by a Party of any breach by the other Party of any of its covenants, agreements or obligations in this Agreement or failure to seek a remedy for any breach, shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or

obligations, or a waiver by the Party of its rights and remedies with respect to such breach or any subsequent breach.

44. **Relationship.** Nothing contained in this Agreement shall be deemed or construed by the Parties nor by any third party as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the Parties.
45. **Governing Law.** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario, excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
46. **Severability.** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and binding on the Parties as though such section or part or parts thereof had never been included in this Agreement.
47. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment to this Agreement shall be binding unless it is in writing and signed by the Parties.
48. **Survival.** The provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied, including without limitation the confidentiality and liability and indemnity provisions of this Agreement.
49. **Counterparts Electronic Signatures and Electronic Delivery.** This Agreement may be executed by electronic signatures and delivered by electronic transmission of a .pdf of the executed Agreement, and in any number of counterparts. All such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[SIGNATURE PAGE FOLLOWS]

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

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____

Name:

Title:

Date_____

I have authority to bind the corporation.

XXXX

Per _____

Name:

Title:

Date_____

I have authority to bind the corporation.

Schedule A

Deliverables/Scope of Work

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

Introduction

Ontario Northland Transportation Commission (“ONTC”) is seeking proposals from qualified and experienced occupational health and substance testing providers to deliver comprehensive post-incident, reasonable cause, and related drug and alcohol testing services in support of ONTC's Fit for Duty Policy and overall commitment to workplace safety.

ONTC operates across a diverse transportation environment that includes rail operations, motor coach services (DOT and Non-DOT) including DOT Random Screening for MCO Operators, maintenance facilities, infrastructure, signals and communications, and other safety-sensitive work environments where employee fitness for duty is critical to the health and safety of employees, passengers, contractors, the public, property, and the environment.

Under ONTC's Fit for Duty Policy, employees occupying safety-sensitive positions may be required to undergo drug and alcohol testing following a workplace incident, near miss, or when reasonable grounds exist to believe an employee may be impaired or otherwise unfit for duty due to the use of alcohol, drugs, or other substances.

- Reasonable cause investigations
- Post-incident or near-miss investigations
- Follow-up testing as directed under return-to-work agreements
- Certification testing for employees transferring into safety-sensitive positions

Scope of Work

The successful vendor shall provide all labour, equipment, facilities, medical oversight, and administrative support necessary to deliver comprehensive drug and alcohol testing services.

The vendor must provide:

- 24 hours per day, 7 days per week availability.
- Emergency response capability.
- Mobile collection services where required.
- Coverage throughout Ontario, including remote and northern locations.
- Ability to respond to testing requests with minimal delay following notification.

The vendor shall identify response times for:

- North Bay
- Timmins

- Cochrane
- Temagami
- Englehart
- Moosonee
- Thunder Bay
- Sault St. Marie
- Sudbury
- Other ONTC operating locations

Definitions

For the purposes of this RFP, the following definitions shall apply:

Alcohol means the intoxicating agent found in beverage alcohol and other alcohol-containing substances.

Drug means any recreational drug, controlled substance, illegal drug, legal recreational cannabis product, prescription medication, or over-the-counter medication that may impair an individual's ability to safely perform their duties.

Fit for Duty means an employee's ability to safely, productively, and effectively perform assigned duties and responsibilities without impairment resulting from alcohol, drugs, medication, or other substances that may compromise safety.

Medical Review Officer (MRO) means an independent licensed physician responsible for reviewing laboratory-confirmed non-negative drug test results, determining whether a legitimate medical explanation exists, and providing final determinations regarding test results.

Reasonable Cause Testing means drug and alcohol testing conducted when there are reasonable grounds to believe that an employee may be impaired or otherwise unfit for duty due to the use of drugs or alcohol based upon specific observations or indicators.

Post-Incident Testing means drug and alcohol testing conducted following a workplace incident, accident, operational occurrence, near miss, collision, injury, or other event where employee actions or omissions may have contributed to the occurrence.

Safety-Sensitive Position refers to positions in which impaired performance could result in significant safety, operational, environmental, or public risk. ONTC's safety-sensitive positions include those identified within its Fit for Duty Policy and may include rail operations, motor coach operations, maintenance functions, infrastructure activities, signals and communications activities, supervisory duties, and other operational positions.

Substance Abuse Professional (SAP) means a qualified professional with expertise in the assessment, treatment, and management of substance use disorders who may provide recommendations regarding treatment, return-to-work plans, and ongoing monitoring.

Reasonable Cause Testing/Post Incident Testing

The vendor shall provide testing services in the following circumstances (1) Reasonable Cause Testing, where ONTC management determines reasonable grounds exist to believe an employee may be unfit for duty; and (2) Post Incident Testing, where an employee has been involved in a workplace accident, incident, operational occurrence, near-miss, or a CROR Rules violation directly connected to the occurrence, where employee actions or omissions may have contributed to the event.

Testing services shall include:

- Point of Collection Urine Screening
- Breath alcohol testing.
- Oral fluid drug testing.
- Urine drug testing when required.
- Confirmation laboratory analysis.
- Medical Review Officer (MRO) review and reporting.
- Chain-of-custody documentation.

Follow-Up Testing

Where directed by ONTC or a Substance Abuse Professional (SAP), the vendor shall provide:

- Unannounced follow-up testing.
- Return-to-duty testing.
- Administrative tracking of testing schedules.
- Confidential reporting.

Follow-up testing may be required for employees returning from treatment programs or following policy violations.

ONTC's Fit for Duty Policy also permits follow-up testing as part of return-to-work agreements for employees who have completed substance use treatment programs or who have violated the Fit for Duty Policy. Accordingly, proponents are encouraged to identify their ability to provide scheduled and unannounced follow-up testing services, including administrative tracking, notification processes, secure record management, and confidential reporting. Such services should support workplace safety while maintaining employee confidentiality and compliance with applicable privacy legislation.

MRO Services

The vendor shall provide access to a qualified independent MRO (Medical Review Officer) responsible for:

- Reviewing all non-negative test results.
- Contacting employees to obtain legitimate medical explanations.
- Determining final test classifications.
- Providing final reports to ONTC.

Results classifications shall include:

- Negative.
- Positive.
- Negative with safety concern.
- Cancelled.
- Refusal to test.

Substance Abuse Professional (SAP) Services

Proponents are encouraged to provide information regarding:

- SAP assessments.
- Treatment recommendations.
- Return-to-work assessments.
- Monitoring program recommendations.
- Case management support.

Testing Requirements

The vendor shall be capable of conducting testing consistent with ONTC's Fit for Duty Policy and the CROR Guidelines. The vendor shall report non-negative results using cutoff levels and reporting thresholds consistent with ONTC's Fit for Duty Policy. This includes:

Alcohol Testing

- Breath alcohol testing.
- Evidential-grade testing equipment.
- Confirmation testing when required.
- Reporting BAC results.

Drug Testing

- Oral fluid drug testing.
- Urine drug testing.
- Laboratory confirmation testing.

The successful proponent shall ensure all services are delivered in a confidential, respectful, and professional manner that protects employee dignity while supporting ONTC's safety obligations.

All personal health information, testing records, and related documentation shall be managed in accordance with applicable federal and provincial privacy legislation.

The successful proponent shall also provide periodic management reports detailing testing volumes, response times, testing outcomes, service levels, and other performance indicators requested by ONTC.

The term of the agreement is to be for a period of two (2) years, with an option in favour of ONTC to extend the agreement on the same terms and conditions for up to three (3) additional one-year term. As per this, the anticipated dates are provided below –

- Start Date – December 07, 2026
- Contract End Date – November 06, 2031

B. MATERIAL DISCLOSURES

1. Geographic Coverage and Remote Locations

ONTC operates throughout Ontario, including remote and northern locations. Travel logistics, weather conditions, and transportation availability may affect response times and service delivery.

2. Unpredictable Service Demand

Testing requirements are incident-driven and may arise at any time. ONTC does not guarantee a minimum volume of testing services during the contract term.

3. Operational Testing Environments

Testing may be required at rail, motor coach, maintenance, infrastructure, and other operational worksites where mobile collection services and compliance with applicable site access and safety requirements may be necessary.

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 (Appendix E)

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

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, 4.2, fill out, and sign the details at the bottom of the form.

4. Other Mandatory Submission Requirements

Not applicable

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

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: Qualitative Proposal	80	40
1.1	Corporate Experience and Qualifications	20	
1.2	Service Delivery and Response Capability	15	
1.3	Coverage, Accessibility and Resources	20	
1.4	Reporting, MRO and Follow-Up Testing Services	10	
1.5	Service Delivery Approach and Methodology	15	
2.0	Category 2: Health, Safety and Environmental	10	
	Total	90	
2.	Building Ontario Business Initiative	10	

50% Minimum Threshold to be obtained in Category 1 (40/80) to Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet these minimum thresholds will not be considered further.

3. PRICING PROPOSAL

	Pricing	20	n/a
	Total Points	120	

Technical Proposal Content Requirements

The Proponent shall provide a written proposal in PDF format.

The proposal to undertake the project shall include a clear outline, including the general items listed below, but also include other considerations based on the proponent's understanding of the project. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

All submissions shall utilize the headings in the Technical Proposal Requirements table provided below, and in the order presented, which align with the Evaluation Criteria. All submissions shall also address the information requirements under each heading. Pricing is not to be provided in the Technical Proposal.

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Qualitative Proposal
1.1	The Proponent shall demonstrate its experience and qualifications in providing occupational drug and alcohol testing services. The evaluation will consider: • Years of experience providing workplace drug and alcohol testing services. • Experience supporting transportation, railway, transit, mining, industrial, or other safety-sensitive employers. • Experience supporting unionized workplaces. • Experience providing services to public sector organizations, Crown agencies, or large multi-site employers. • Qualifications and certifications of collection personnel, breath alcohol technicians, Medical Review Officers (MROs), and Substance Abuse Professionals (SAPs).

	• Provide (3) References of comparable scope and requirements to ONTC References shall include: a) Client name b) Client contact information c) Project name and location d) Description of project scope e) Original contract value and final contract value f) Original project schedule and actual completion date g) Description of services provided by the Proponent h) Project outcomes and schedule performance <i>ONTC may, at its sole discretion, verify project experience by contacting the references provided.</i>
1.2	The Proponent shall describe its approach to delivering post-incident, reasonable cause, certification, return-to-work, and follow-up testing services. The evaluation will consider: • Availability of 24-hour, 7-day-per-week services. • Emergency response procedures. • Mobile testing capabilities. • Ability to mobilize testing personnel quickly following a request. • Proposed response times for ONTC operating locations. • Escalation procedures for urgent incidents. • Business continuity and contingency planning. • Capacity to support multiple simultaneous testing requests. Particular emphasis will be placed on the Proponent's demonstrated ability to provide timely service following incidents involving safety-sensitive employees.
1.3	The Proponent shall demonstrate its ability to provide services throughout Ontario, including all of ONTC's operational areas. The evaluation will consider: • Geographic service coverage. • Number and location of collection facilities. • Availability of mobile collectors. • Ability to provide testing services at remote locations. • Availability of trained staff and resources.

	Proponents should specifically identify response capabilities for the following locations: • North Bay • Timmins • Cochrane • Temagami • Englehart • Moosonee • Sudbury • Sault Ste. Marie • Thunder Bay
1.4	The Proponent shall describe its reporting processes and support services. The evaluation will consider: • Medical Review Officer (MRO) qualifications and availability. • Turnaround times for review and reporting. • Chain-of-custody procedures. • Confidentiality and privacy protections. • Secure records management. • Follow-up testing administration capabilities. • SAP service availability and support. • Quality and clarity of reports provided to ONTC.
1.5	Proponents shall provide a detailed narrative outlining their proposed service delivery approach and methodology. The submission should clearly describe: • Reasonable cause testing procedures; • Post-incident and near-miss testing procedures; • Mobile collection capabilities; • Chain-of-custody procedures; • Laboratory confirmation processes; • Medical Review Officer (MRO) services; • Follow-up and return-to-duty testing capabilities; • Reporting processes; and • Quality assurance and confidentiality measures. Proponents shall demonstrate their ability to provide services in a timely, professional, and confidential manner while meeting the requirements outlined in the Scope of Work.

2.0	Health, Safety and Environmental
	The Proponent shall provide copies of the following: 1. Occupational Health and Safety Policy. 2. Environmental Policy. 3. Privacy and Confidentiality Policy relating to personal health information. 4. Emergency Response and Business Continuity Plan. 5. Quality Assurance or Quality Management Program. The Proponent should also describe: 1. Health and safety performance over the past three (3) years. 2. Any Ministry of Labour orders, convictions, or regulatory enforcement actions. 3. Worker training and competency programs. Procedures for protecting employee privacy and maintaining chain of custody for testing services.
2.	Building Ontario Business Initiative
	Where the value of a procurement is below international trade agreement thresholds and above domestic trade agreement thresholds, ONTC will give preference to Ontario Businesses. There will be a point advantage to all Respondents' who identify as an Ontario Business in Appendix D – Buy Ontario Act Compliance Form.

G. PRICE EVALUATION METHOD

Pricing is worth **20 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:

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

Instructions on How to Provide Pricing

- Proponents should submit their pricing information by completing the attached pricing form and including it in their proposals.

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

Required Pricing Information

Please complete Appendix E - Schedule of Prices.

APPENDIX C – SUBMISSION FORM

1. Proponent Information

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

2. Sub-Contractors

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

3. List of Sub-Contractors

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

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

Item	Organization	Contact Name	E-mail	Phone
1				
2				
3				
4				
5				

4. 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.

5. Acknowledgment of Non-Binding Procurement Process

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

6. Ability to Provide Deliverables

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

7. Non-Binding Pricing

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

8. Addenda

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

9. Communication with Competitors

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

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

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

Disclosure of Communications with Competitors

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

10. No Prohibited Conduct

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

11. Conflict of Interest

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

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

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

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

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

12. Disclosure of Information

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

13. Travel

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

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.

“Fleet Vehicle” means all new light-duty passenger fleet vehicles with a Gross Vehicle Weight Rating (GVWR) at or less than 4,500 kg regardless of the value or method of the procurement (invitational, open competitive or non-competitive) or procurement type (purchase or lease); and for greater clarity this definition does not apply to: (i) any vehicles procured under existing contracts that were executed prior to the effective date of the Fleet Vehicle Policy; (ii) contract extensions included in the original agreement; (iii) short term leases up to 12 months; (iv) vehicles that are physically modified or up fitted (excluding changes that only affect the visual appearance of the vehicle) for an intended operational use or function (including specialty vehicles, such as ambulances, school buses, police cruisers, enforcement vehicles and emergency response vehicles, all of which are excluded from this definition); (v) vehicles purchased for covert or surveillance purposes; vehicles with a GVWR greater than 4,500 kg; (vi) used vehicles.

“Fleet Vehicle Policy” means the “Fleet Vehicle policy: A Guide for Public Sector Buyers” issued by the Ministry of Public and Business Service Delivery and Procurement on March 30, 2026, and any subsequent revisions made to that document after the above-noted date.

“Made-in Ontario Vehicle” means a vehicle that is manufactured in Ontario and contains the number “2” as the first digit of the Vehicle Identification Number (VIN).

“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.

“Ontario Vehicle Producer” means an Original Equipment Manufacturer (OEM) that sells vehicles and would meet the threshold of 1,500 annualized jobs across their Ontario footprint of active and/or planned fully and partially owned vehicle assembly and plants.

“Related Fixtures, Furniture and Equipment” means fixtures, furniture and equipment that are included in and incidental to the Construction of the facility and required to support the facility's operational readiness immediately following completion of Construction, whether those items are delivered through the construction contract or procured separately.

“Transit Fleet Vehicles” include rolling stock (for example, subways and rail cars) and buses but exclude “Fleet Vehicles” (light duty passenger vehicles) which are regulated separately under the rules for the Fleet Vehicle Policy.

“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 Representation

4.1 Instructions

The supplier represents that the information provided in this form is accurate and acknowledges that any misrepresentations or other misleading or inaccurate information may result in, among other remedies: (i) the disqualification from a bidding process; (ii) the termination or 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.

4.2 Attestation (select the option below):

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX E – SCHEDULE OF PRICES

Please refer to the separate Appendix E – Schedule of Prices excel worksheet. This form must be completed as part of the proposal.

1. SCHEDULE A - COST BREAKDOWN

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

APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL

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

A. Contractor Health and Safety Responsibility Agreement

In submitting this Proposal, I/We, on behalf of, _____
(legal name of company)

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

The requirements in (a) do not apply to employers with five (5) or less employees.

- (b) With respect to the Services being offered in this Proposal, I/We and on behalf of our proposed sub-consultants, acknowledge the responsibility to, and shall:

- (i) fulfill all of the obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;
- (ii) ensure that adequate and competent supervision is provided as required under the OHSA to protect the health and safety of workers; and
- (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

- (c) I/We agree to take precautions reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this _____ day of _____, 202__.

An Authorized Signing Officer _____

(Key Contact)

(Title) _____

(Telephone Number) _____

(Firm's Name) _____

(Firm's Address) _____