



Request for Proposals
for
Motor Coach Cleaning Services
Location – Sudbury, ON

Request for Proposals No.: **RFP 2025 119**

Issued: **Thursday, January 15, 2026**

Submission Deadline: **Wednesday, February 18, 2026 at 2:00:00 p.m. 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 **Motor Coach Cleaning 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 professionals to provide interior and exterior motor coach cleaning, fueling, lavatory dump/recharge services, as well as light motor coach repairs, as required.

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 is 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 will be in effect until the completion of the Deliverables, as outlined in Appendix A.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Wednesday, January 15, 2026
Deadline for Questions	Wednesday, February 11, 2026 at 2:00 p.m. local time
Deadline for Issuing Addenda	Friday, February 13, 2026 at 2:00 p.m. local time
Submission Deadline	Wednesday, February 18, 2026 at 2:00 p.m. local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Wednesday, February 15, 2026
Contract Negotiation Period	Ten (10) calendar days
Anticipated Execution of Agreement	Fifteen (15) calendar days

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.

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 – Services Form of Agreement, as attached to this Appendix A.

THIS SERVICES AGREEMENT is made on **XXX** (the “**Effective Date**”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“**ONTC**”)

AND

XXX

(the “**Service Provider**”)

THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** 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 Supplier to perform its obligations under the Agreement; and,
- (b) the offer or giving of a benefit of any kind by or on behalf of the Supplier to anyone employed by or otherwise connected with ONTC.

“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;

“Environmental Laws” means all Applicable Laws relating to Environmental Contaminants or the protection of human health, natural resources or the environment;

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

“Equipment” means all machinery and equipment, either operated or not operated, that is required for performing the Services;

“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 or cause does not include an inability to pay;

“Loss” or **“Losses”** includes any loss, liability, damage, cost, expense, fine, legal cost and disbursement whatsoever arising out of or related to the Services, the Project, 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 6;

"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 4.

2. **Time.** Subject to Section 25, time is of the essence of this Agreement, including if any extension of time is permitted.
3. **Contract Documents and Precedence.** Schedule A (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 (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.

4. **Services.** The Service Provider shall provide ONTC with the 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.
5. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until **XX** unless earlier terminated pursuant to the provisions of this Agreement (the **"Term"**).

6. **Price and Invoicing.** ONTC will pay the Service Provider for the Services under this Agreement, excluding Harmonized Sales Tax, \$XX CAN (the “**Price**”). The Price includes all expenses necessary to provide the Services. The Service Provider shall not, unless specifically agreed to in writing by ONTC in advance, charge any expenses to ONTC. Travel expenses are subject to the provisions of 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).
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 professionals retained or employed by the Service Provider, and have all licences, approvals, permits, registrations, professional designations and memberships necessary to perform the Services.
10. **Equipment.** The Service Provider will supply Equipment that is in good repair and meets all safety standards and regulations. The Service Provider shall be responsible for all costs and expenses for the Equipment including, but not limited to, repair, maintenance, replacement, insurance and fuel. In the event the Equipment fails to operate correctly during provision of the Services, the Service Provider shall be responsible for all costs relating to any delay in the work of the Personnel, including compensation for the Personnel. In no event will ONTC be charged for any costs relating to the Personnel or the Equipment if the Personnel are unable to work due to Equipment failure or breakdown.

11. **ONTC Requirements.** The Services shall comply with Applicable Laws and be based upon the written requirements and information for the Services which are provided by ONTC to the Service Provider. Any Deliverables the Service Provider prepares will be accurate, correct and in the format required, and suited for use by, ONTC and any contractor retained by ONTC. While on ONTC property, the Service Provider shall comply with all applicable ONTC policies, including its Fit for Duty Policy.
12. **Environmental.** The Service Provider shall comply with all Environmental Laws in the provision of the Services. The Service Provider shall not cause or permit any Environmental Contaminants to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of ONTC's land except as required to provide the Services, and shall remove at its cost any such Environmental Contaminants that are not required to provide the Services. The Service Provider shall at its cost remediate any environmental contamination on ONTC's land or adjacent land or watercourse that occurred as a result of the Service Provider's entry onto ONTC's land to provide the Services.
13. **Spills and Releases.** All spills and releases of Environmental Contaminants in the course of the work must be immediately reported by the Service Provider to ONTC and to the relevant regulatory bodies in accordance with Applicable Laws. The Service Provider shall take immediate steps to mitigate the damage to the environment and contain the spill or release. If the spill or release was the fault of the Service Provider, the remedial work shall be completed at the cost of the Service Provider.
14. **Reports.** The Service Provider shall upon request of ONTC, provide reports to ONTC, in a form and substance satisfactory to ONTC, about the Services and the Project, as ONTC may require.
15. **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. 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.
16. **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.
17. **Changes.** Changes of any kind 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 and the time for performance of the Services. A Change Order shall represent the full payment for all costs and any adjustments to the schedule associated with the change or changes for which it was issued.

18. **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.

19. **Use of Confidential Information.** Neither Party will disclose any Confidential Information of the other Party to any third party without the other Party’s written consent or if the Party is legally required to do so. Each Party shall protect the Confidential Information disclosed to it by the other Party in the same manner and to the same extent that it protects its own Confidential Information. Upon the termination of this Agreement, or earlier upon the request of a Party, the other Party shall promptly destroy or return (as directed by the requesting Party) all copies of the Confidential Information disclosed to it, except that the Parties shall be entitled to retain one (1) copy of the Confidential Information for legal purposes. The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party, including without limitation an unauthorized release of Personal Information, would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against any breach or threatened breach of any such provision. The Service Provider specifically acknowledges that ONTC is subject to FIPPA and that ONTC may be compelled to disclose certain Confidential Information.

20. **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.

21. **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.

22. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,

- (a) neither Party shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether 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.
23. **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; and
 - (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.
24. **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 Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, if the Supplier fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.
25. **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.
26. **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.
27. **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 23(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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

35. **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.
36. **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.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation

XXXX

Per _____
Name:
Title:

Schedule A

Scope of Work

Schedule B

Service Provider's Submission

COMPLIANCE WITH CONTRACT DOCUMENTS

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

Exception	Draft Agreement, ONTC Schedule, Article, or Sub-Clause	Existing Wording	Proponent's Proposed Wording	Reason for Proposed Change
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

APPENDIX B – RFP PARTICULARS

A. THE DELIVERABLES

SUMMARY

ONTC is seeking proposals from qualified professionals to provide interior and exterior motor coach cleaning, fueling, lavatory dump/recharge services as well as light motor coach repairs, as required.

The contract will be for a period of one (1) year with the option to extend for three (3) additional one (1) year terms, at ONTC's discretion.

Anticipated Start Date – March 01, 2026.

ONTC will arrange for its motor coaches to be brought from its bus terminal at **1663 Kingsway, Sudbury, Ontario**, to the proponent's place of business for cleaning services.

ONTC reserves the right, at its sole discretion, to conduct an on-site inspection at the premises of the Shortlisted Respondent.

SCOPE OF WORK

The Successful Proponent shall provide the following services:

1. Provide Motor Coach Parking for up to four (4) coaches (indoor and outdoor - per controller request).
2. Ensure the lavatory holding tank is emptied, recharged and sanitized.
3. Ensure Motor Coaches are refueled and that all fluids are topped off including but not limited to coolant, washer fluid and DEF fluid. ONTC fuel cards will be provided for each coach. Labour rate applies
4. Perform inside cleaning of coaches, including but not limited to: cleaning all coach windows and sills, remove all trash and replace litter bags as required, check all overhead luggage compartments for cleanliness and wipe down as required, clean washroom and restock toilet paper as required, clean armrests and return to lower position, clean cup holder and tray tables, vacuum seats and in between cushions, clean drivers area (dash, pedals, panels and driver's seat, clean and wipe down entranceway, sweep/scrape gum and mop floor.
5. Perform exterior wash using a rinse, wash, rinse cycle with a pressure wash or automated wash system
6. Heavy Clean upon request -steam clean seats
7. Maintain yard safety by performing snow removal, salting, and sanding as required during the winter months.

8. Provide light maintenance as requested. A copy of all maintenance documentation will be forwarded to ONTC. Maintenance work includes but not limited to belts, wipers, tire repair/replacement, and light replacement (headlights, taillights, clearance lights etc.).

ADDITIONAL DETAILS

1. The Successful Proponent shall supply all cleaning materials and equipment required to perform the services as detailed.
2. The Successful Proponent shall ensure that all materials and equipment provided have the required documentation under the health and safety laws and regulations. All equipment supplied shall be in good working order.
3. The provision of services will occur as arranged with an ONTC Representative. The Successful Proponent shall ensure that the premises and parking area are maintained in safe condition and shall ensure there is sufficient unobstructed space for the ingress and egress of the motor coaches.
4. The Successful Proponent shall carry out the Services in conformity with the standard of care and shall ensure compliance with all applicable Occupational Health and Safety and Environmental laws.
5. The Successful Proponent shall ensure that all proposed personnel are well- qualified and experienced in the performance of similar services.
6. The Successful Proponent shall maintain detailed service records (including fuel and DEF usage).

B. MATERIAL DISCLOSURES

1. Examination of Site

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

2. Contractor Health and Safety

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

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing

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

3. Other Mandatory Submission Requirements

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

D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

E. PRE-CONDITIONS OF AWARD

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

- (a) Certificates of insurance as specified in the Appendix A – Services Form of Agreement;
- (b) Executed Contractors Health and Safety Responsibility Agreement;
- (c) Proponent's Health and Safety, and Environmental Policies; and
- (d) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable

F. EVALUATION CRITERIA

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

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			
1.0	Category 1: Experience and Qualifications	30	15
1.1	Company Profile	5	
1.2	Project Team	10	
1.3	Project Profiles	15	
2.0	Category 2: Schedule and Proposed Approach	20	10
2.1	Schedule and Proposed Approach	20	
3.0	Category 3: Health, Safety and Environmental	10	n/a

	Sub-Total	60	
50% Minimum Threshold to be obtained in Category 1 (15/30) and Category 2 (10/20) to Proceed to Stage 2 – Pricing Proposal. Proposals which do not meet this minimum threshold may not be considered further.			
2. PRICING PROPOSAL			
	Pricing	40	n/a
	Total Points	100	n/a

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	Experience and Qualifications
1.1	Proponents shall provide a Company Profile indicating the length of time (number of years) the company has been providing similar services. Include company history, office location(s), corporate operating philosophy and description of the specific services offered and specialties. Proponents shall also demonstrate a minimum of five (5) years’ experience in related work with a proven track record of successfully completing similar projects. Proponents shall include a company profile for any and all Subcontractors being used for the completion of the project.
1.2	Proponents shall provide an organizational chart and detailed resumes of personnel involved in the Work, including a description of the roles and responsibilities of the proponent and any agents, employees, and subcontractors engaged in delivering

	the deliverables. This shall also include the identification of individuals performing these roles, along with their relevant expertise and certifications.
1.3	<p>Proponents shall provide a minimum of three (3) project profiles that can speak to experience in similar projects, including value, scope that have been completed within the last five (5) years. The project descriptions shall include:</p> <ul style="list-style-type: none"> a) Company Name and Location b) Description of Services Provided c) Start and End Dates (Actual vs Scheduled) d) Value of the Contract (Actual vs Quoted) e) Contact Person Name, Title and Contact Details <p><i>ONTC may, in its sole discretion, confirm the proponent's experience in the projects identified by contacting the named contacts above.</i></p> <p><i>ONTC may give preference within this section to proponents located within a 10 km radius of ONTC's bus terminal at 1663 Kingsway, Sudbury, Ontario.</i></p>
2.0	Schedule and Proposed Approach
2.1	Proponents shall provide a detailed written narrative outlining their proposed approach for the completion of the project. The narrative should be clear, logical, and include sufficient detail with estimated durations for each task. Proponents shall demonstrate how they will minimize disruptions to ongoing operations.
3.0	Health, Safety and Environmental
	<p>Proponents shall complete the Contractor Health and Safety Responsibility Agreement and the Contractor Safety Pre-Qualification Form attached at <u>Appendix E</u> and provide associated supporting documents (i.e., WSIB Safety Record, Current Clearance Certificate, and training and certification records, and safety records)</p> <p>Proponents shall provide a copy of their Health, Safety and Environmental Protection Policy.</p> <p><i>Proponents must pass the Contractor Safety Pre-Qualification. Failure to pass may result in disqualification from the procurement process.</i></p>

G. PRICE EVALUATION METHOD

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

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

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

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

Instructions on How to Provide Pricing

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

Required Pricing Information

Respondents are required to complete the Schedule of Prices located at Appendix D - Schedule of Prices.

APPENDIX C – SUBMISSION FORM

1. Proponent Information

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

Sub-Contractors

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

The Bidder shall state only one (1) subcontractor for each type of work.

List of Sub-Contractors

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

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

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

2. Bill S-211

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

1. Is your company required to report under the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes No
2. Is your company compliant with the Government of Canada's Bill S-211 Fighting against Forced Labour and Child Labour in Supply Chains Act? Yes No
3. Has your company been involved in forced and/or child labour in the past? Yes No

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

2. Building Ontario Businesses Initiative

"Ontario business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either,

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

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

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

Note that a response of "Yes" is compliant and a response of "No" will result in disqualification of the bidder.

4. 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.

5. 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.

6. 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.

7. Addenda

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

8. 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:

9. No Prohibited Conduct

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

10. 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:

11. 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.

12. Travel

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D – SCHEDULE OF PRICES

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

APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL

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

- A. Contractor Health and Safety Responsibility Agreement
- B. Contractor's Safety Pre-Qualification 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) _____

B. CONTRACTOR'S SAFETY PRE-QUALIFICATION FORM

1. Company Identification:

Company Name: _____ Mailing Address: _____ _____ _____	Telephone: _____ Fax: _____ E-mail: _____	ONTC Use
---	---	-------------

2. Form of Business:

Sole
 Proprietor Partnership: Corporation

3. Officers:	Years with the Company	
President / CEO _____	_____	
Vice President _____	_____	
Treasurer _____		
Who is the manager most responsible for health and safety?		
Name: _____	Title: _____	

4. How many years has your business operated under its current name? _____	
--	--

5. Under Current Management Since (Date) _____	
--	--

6. Parent Company Information		
Parent Name: _____		
City: _____	Province / State: _____	Postal / Zip Code: _____
Subsidiaries: _____		

7. Insurance Contact Information		
Title: _____	Telephone: _____	Fax: _____

8. Insurance Carriers:		
Carriers: _____	Type of Coverage: _____	Telephone _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Organization:

Describe the nature of the work your company specialized in:		
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
10 Are any of the above services that you perform normally subcontracted to others?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		

Contractor Safety Pre-Qualification Form

b) Confined Space Entry	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c) Working at Heights, Fall Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d) Personal Protective Equipment (PPE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e) Portable / Electric Power Tools			
f) Vehicle Safety	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
g) Compressed Gas Cylinders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
h) Electrical Equipment Grounding Assurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
i) Powered Industrial Vehicles (forklifts, cranes, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
k) Excavation and Trenching	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
l) Housekeeping	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
m) Accident / Incident Reporting and Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health & Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? (<i>If no, provide a description of your plan to assure that they can safety perform their tasks</i>)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
16. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
22. Do you have a corrective actions process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
23. Equipment and Manuals:			
a. Do you conduct inspections on operating equipment (e.g. excavators, cranes, forklifts, vehicles, etc.) as per regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Do you maintain operating equipment in compliance with regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Are records available upon request	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
24. Subcontractors			
a. Do you use health and safety performance criteria in the selection of contractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Do you require your subcontractor to have a written health and safety program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Are your subcontractors included in	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
i. health and safety orientation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
ii. health and safety meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
iii. workplace inspections	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
iv. health and safety audits	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Does the company have a policy for the termination of contracts of subcontractors who do not comply with the Occupation Health and Safety Act, regulations under the Act, contractor rules, programs, protocols policies or procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e. Does the company have a progressive discipline policy for employees and subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
25. Health and Safety Training			
a. Are you aware for the regulatory training requirements for your employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Have your employees received the required health and safety training?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Do you have specific health and safety training for supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Do you keep records of health and safety training for employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e. Are records of health and safety training available on request?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
26. Job Skills			
a. Have employees been trained in appropriate job skills?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Are employee job skills certified where required by regulation or industry standard?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Contractor Safety Pre-Qualification Form

- c. Are certificates available upon request? Yes No
- 27. Health and Safety Supervision
 - a. Does the company have a health & safety coordinator? Yes No
 - b. Who is the highest ranking safety professional in the company Yes No

I agree that the above information is true and correct to the best of my knowledge. I also agree to follow all terms and conditions of the Contractor Safety Program at all times while performing work for ONTC. I understand that supporting documentation may be requested for due diligence verification purposes.

Name: (Please print) _____
Signature: _____

Title: _____
Date: _____