



**Request for Quotations**  
**for**  
**Supply and Delivery of One (1) Hi-Rail Boom Truck**

Request for Quotations No.: **RFQ 2025 122**

Issued: **Friday, January 16, 2026**

Submission Deadline: **Wednesday, February 18, 2026 at 2:00:00 p.m. EST**

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## **PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Respondents**

#### **1.1.1 Invitation**

This Request for Quotations (the “RFQ”) is an invitation by Ontario Northland Transportation Commission (“ONTC”) to prospective respondents to submit quotations for **RFQ 2025 122 – Supply and Delivery of One (1) Hi-Rail Boom Truck**, as further described in Section A of the RFQ 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 inviting respondents to submit a quotation for the Supply and Delivery of One (1) Hi-Rail Boom Truck. ONTC is seeking to **lease** a Hi-Rail Boom Truck for the period commencing March 1, 2026, to March 1, 2029.

#### **1.1.2 Respondent Must Be Single Entity**

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

### **1.1.3 Bidding System Registration**

All respondents must have a vendor account or pay a one-time fee with the bidding system at: <https://www.merx.com/>. This will enable the respondent to download the solicitation document, to receive addenda email notifications, download addenda, and submit their quotation electronically through the bidding system.

### **1.2 RFQ Contact**

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

Brinda Ranpura  
Procurement Contracts Specialist  
Telephone: 705-472-4500 x 548  
Email: [brinda.ranpura@ontarionorthland.ca](mailto:brinda.ranpura@ontarionorthland.ca)

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

### **1.3 Accommodations for Respondents with Disabilities**

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

### **1.4 French Language Services**

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

### **1.5 Contract for Deliverables**

#### **1.5.1 Type of Contract**

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

#### **1.5.2 Term of Contract**

The term of the Agreement will be in effect until the completion of the Deliverables.

## 1.6 RFQ Timetable

### 1.6.1 Key Dates

|                                    |  |
|------------------------------------|--|
| Issue Date of RFQ                  | Friday, January 16, 2026                       |
| Deadline for Questions             | Wednesday, February 11, 2026 at 2:00:00 PM EST |
| Deadline for Issuing Addenda       | Friday, February 13, 2026 at 2:00:00 PM EST    |
| Submission Deadline                | Wednesday, February 18, 2026 at 2:00:00 PM EST |
| Anticipated Ranking of Respondents | Wednesday, February 25, 2026                   |

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

## 1.7 Submission Instructions

### 1.7.1 Submission of Quotations

Quotations 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, bidders should contact the bidding system's technical support:

MERX      Customer Support  
Phone     1-800-964-6379  
Email     [merx@merx.com](mailto: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 respondent'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 also be uploaded into the bidding system.

### 1.7.2 Quotations to Be Submitted on Time

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

Respondents are cautioned that the timing of submission is based on when the quotation is received by the bidding system, not when a quotation is submitted by a respondent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, respondents should plan to submit quotations well in advance of the Submission Deadline

to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

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

### **1.7.3 Quotations to Be Submitted in Prescribed Format**

Quotation 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 Quotations**

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

### **1.7.5 Withdrawal of Quotations**

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

[End of Part 1]

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

### **2.1 Stages of Evaluation**

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

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

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are set out in Section C of the RFQ 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 quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of ONTC as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Quotations that fail to meet the mandatory technical requirements will be rejected.

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

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

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

Stage III will consist of a scoring of the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section G of the RFQ 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 respondent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the respondent 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 respondent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the quotation. ONTC may also reject any quotation 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 Selection of Top-Ranked Respondent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent with the highest score on the non-price rated criteria.

## **2.6 Notice to Respondent and Execution of Agreement**

The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), within ten (10) days of notice of selection. This provision is solely for the benefit of ONTC and may be waived by ONTC.

## **2.7 Failure to Enter into Agreement**

If a selected respondent fails to execute the Agreement or satisfy any pre-conditions of award within ten (10) days of notice of selection, ONTC may, without incurring any liability, proceed with the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

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

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

#### **3.1.1 Respondents to Follow Instructions**

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

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

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

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

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

#### **3.1.4 Past Performance**

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

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

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

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

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

#### **3.1.7 Quotation to be retained by ONTC**

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

#### **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 respondent. The contract with the selected respondent 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**

Respondents 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 RFQ.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

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

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

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

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

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

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

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

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Respondents**

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

### **3.3.2 Debriefing**

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The RFQ Contact will contact the respondent'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 respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

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

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

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

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

### **3.4.1 Conflict of Interest**

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

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

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

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

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

An existing supplier of ONTC may be precluded from participating in the RFQ 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 respondent, rescind a notice of selection, or terminate a contract subsequently entered into if ONTC determines that in its sole and absolute discretion the respondent has engaged in any conduct prohibited by this RFQ or has otherwise breached the terms of the of the RFQ.

### **3.4.4 Prohibited Respondent Communications**

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

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

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact. Further, a respondent 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 RFQ process, the solicitation documents or the Deliverables or any matters related thereto, without the prior written consent of ONTC.

### **3.4.6 No Lobbying**

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

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

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of ONTC; deceitfulness; submitting quotations 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 RFQ.

### **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 RFQ either before or after the issuance of this RFQ:

- (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 RFQ 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 respondent to ONTC immediately upon the request of ONTC.

Each respondent 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 Respondent**

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ONTC. The confidentiality of such information will be maintained by ONTC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by ONTC to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ 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 RFQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor ONTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

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

This RFQ process is intended to solicit non-binding quotations for consideration by ONTC and may result in an invitation by ONTC to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and ONTC by this RFQ process until the 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 quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. 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 RFQ process without liability at any time.

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

These Terms and Conditions of the RFQ 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 RFQ.

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

No provision of this RFQ 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 – Equipment Lease Form of Agreement, as attached to this Appendix A.

**THIS EQUIPMENT LEASE AGREEMENT** is made effective **XXX** (the "Effective Date")

BETWEEN:

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**

("ONTC")

- and-

**XXX**

(the "Supplier")

**THE PARTIES AGREE AS FOLLOWS:**

**Interpretation**

1. **Definitions.** In this Agreement,

**"Agreement"** means this agreement and all attached schedules;

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

**"Confidential Information"** means all information of ONTC that is of a confidential nature, including all confidential information in the custody or control of ONTC, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by ONTC, the Supplier or any third-party; (ii) all information (including personal information) that ONTC is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to ONTC or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph 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.

**“Defect” or “Defective”** means non-conformity to the quantity, quality, specifications, and/or other requirements set out in the Agreement;

**“Delivery Date”** has the meaning set out in Section 11;

**“Delivery Location”** has the meaning set out in Section 11;

**“Equipment”** has the meaning set out in Section 5;

**“Equipment Loss”** has the meaning set out in Section 24;

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

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

**“Loss” or “Losses”** includes loss, liability, damage, cost, expense, legal cost and disbursement;

**“Notice”** includes notification or communication required or permitted to be given by one party to the other party under this Agreement;

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

**“Rent”** has the meaning set out in Section 6;

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

“**Standard of Care**” has the meaning set out in Section 8;

“**Term**” has the meaning set out in Section 7.

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

### **Particulars of the Agreement**

5. **Description of the Equipment.** The equipment to be leased under this Agreement is one (1) hi-rail boom truck, as more particularly described in Schedule A (Specifications for Equipment) and Schedule B (Supplier’s Proposal) (the “**Equipment**”). The Supplier shall position and secure the Equipment at the Delivery Location and provide on-site training on the Equipment, which shall be included in the Rent.
6. **Rent.** ONTC shall pay the Supplier for the Equipment to be leased under this Agreement, the [monthly] rate of XXX excluding HST (the “**Rent**”). Rent shall be payable to the Supplier commencing on the Delivery Date unless otherwise agreed in writing.
7. **Term.** This Agreement will be in effect for a three (3) year period commencing on March 1, 2026, unless terminated earlier in accordance with this Agreement (the “**Term**”).

### **Standard of Care**

8. The Supplier shall:
  - (a) provide the Equipment in accordance with Applicable Laws and the Contract Documents; and,
  - (b) in performing its obligations under the Agreement, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Equipment of a similar nature to the Equipment (the “**Standard of Care**”).
9. The Supplier acknowledges and agrees that throughout the Agreement, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care.
10. ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Supplier's performance of its obligations under this Agreement. The performance evaluation of the Supplier for the supply of this Equipment will be used in the assessment of the Supplier's proposals in response to future procurements. The performance evaluation may also result in the Supplier being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.

### **Transportation and Risk**

11. The Supplier shall be responsible for delivery of the Equipment to the following location: 200 Lagoon Road, Englehart, Ontario (or such other location as specified by ONTC to the Supplier) (the “**Delivery Location**”), on or before March 1, 2026 (the “**Delivery Date**”). The Supplier shall pay all costs incurred in connection with the shipping, delivery, placement and setup of the Equipment including all duties, excise taxes and brokerage fees.
12. The Supplier shall bear the risk of loss or damage or destruction of the Equipment until the Equipment is delivered to ONTC.
13. Risk of loss or damage to or destruction of the Equipment shall pass to and be borne by ONTC upon completion of delivery of the Equipment to ONTC until the Equipment is returned to the Supplier (or retrieved by the Supplier) following the expiry or other termination of the Agreement.

### **Acceptance**

14. ONTC shall inspect and test the Equipment within five business days of the Delivery Date. Within two business days following the inspection and testing, ONTC shall either accept the Equipment or advise the Supplier of any Defects discovered in the Equipment and may:
  - (a) require the Supplier to remedy the Defect at ONTC's location within a specified number of days; or
  - (b) if the Defect is unable to be remedied at ONTC's location, require the Supplier to retrieve the Equipment and remedy the Defect at the Supplier's location within a specified number of days.
15. Following the remediation of a Defect pursuant to the preceding section, ONTC shall inspect and test the Equipment to determine if the Defect has been remediated, and, if so, shall advise

the Supplier of its acceptance of the Equipment, or, if not, follow the procedures in the preceding section.

16. If ONTC determines, prior to acceptance of the Equipment, that a Defect is unable to be remediated, ONTC may require the Supplier to retrieve the Equipment from ONTC's location and in addition to any other remedies available to it:
  - (a) ONTC shall be relieved of any further payments of Rent; and,
  - (b) the Supplier shall refund any amounts paid by ONTC to the Supplier relating to the Equipment prior to the non-acceptance by ONTC.

### **Ownership and Possession**

17. The Equipment shall at all times remain the property of the Supplier and ONTC shall not have a property interest in the Equipment.
18. ONTC shall have quiet enjoyment of the Equipment during the Term provided it is not in default of its obligations under this Agreement.

### **Maintenance and Repair**

19. ONTC, at its own cost and expense, shall:
  - (a) pay all charges in connection with the operation and storage of the Equipment;
  - (b) make regular preventative maintenance inspection of the Equipment and **[service, repair and maintain the Equipment in good operating condition]**;
  - (c) use and operate the Equipment only in the normal and ordinary course of ONTC's business and only for the purpose and uses initially represented by ONTC to the Supplier;
  - (d) cause the Equipment to be operated only by a properly trained and legally licensed operator; and,
  - (e) comply with Applicable Laws with respect to the use, maintenance, and operation of the Equipment.
20. ONTC shall not make any alterations, additions or improvements to the Equipment without the prior written consent of the Supplier. All repairs, replacements, parts, devices, accessories, and improvements furnished or affixed to the Equipment shall belong to and become part of the property of the Supplier unless otherwise agreed by the parties.

### **Inspection and Return of Equipment**

21. During the Term, ONTC shall keep the Equipment in good order and repair, ordinary wear and tear excepted and shall not waste or destroy the Equipment or any part thereof. ONTC shall maintain complete, accurate and reasonable records showing the condition, maintenance and use of the Equipment. The Supplier shall have the right to examine and inspect the Equipment and any records related thereto at such times as are reasonable under the circumstances.

22. Upon the return of the Equipment, whether upon early termination or expiry of the Agreement, ONTC warrants that the Equipment will be in the same condition in which it was received by ONTC, normal wear and tear excepted, failing which ONTC shall pay the reasonable cost of repairs required to bring the Equipment to such condition.

### **Liens**

23. ONTC shall not permit the Equipment to become subject to any lien or encumbrance except for such lien or encumbrance created by the Supplier or its assignee.

### **Equipment Damage or Loss**

24. If a piece of Equipment is damaged or destroyed in an accident or other occurrence or is confiscated by any governmental authority or is stolen or is abandoned (hereinafter collectively referred to as “**Equipment Loss**”), ONTC shall notify the Supplier of such occurrence as soon as possible. If the Equipment Loss renders the Equipment to be in a condition which the Supplier determines to be beyond reasonable repair, the Supplier may terminate the Agreement immediately and ONTC shall pay the Supplier the fair market value of the Equipment prior to the occurrence of the Equipment Loss, less any insurance proceeds paid to the Supplier from ONTC insurers. The fair market value of the Equipment shall be determined:
- (a) by mutual agreement by the parties within ten (10) days after the occurrence of the Equipment Loss; or,
  - (b) failing agreement, to be the amount determined by an independent equipment appraiser agreed to by the parties.

### **Warranty**

25. At the time of delivery and for the duration of the Agreement, the Supplier warrants that the Equipment shall: (a) be of good quality and workmanship and be free of deficiencies and defects (including latent defects) of design, material, quality, non-infringement, workmanship and title; (b) comply with industry accepted standards and practices; (c) comply with all Applicable Laws and all specifications, drawings, samples, and other description provided by the Supplier; and (d) be fit for the intended purpose.
26. ONTC shall benefit from all legal and manufacturer’s warranties available in connection with the Equipment and the Supplier shall cooperate with ONTC in the enforcement of the warranties against the manufacturers.

### **Deliverables**

27. The Supplier shall, at the time of delivery of the Equipment, provide the following:
- (a) Operating Manual and Maintenance Records; and
  - (b) an orientation to the Equipment, including operation, maintenance and safety features of the Equipment, to ONTC employees.

### **Intellectual Property**

28. The Supplier is responsible for obtaining all approvals and licenses with regarding to any Intellectual Property rights related to the Equipment.

29. The Supplier shall be liable for and fully indemnify and hold harmless ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Equipment and their use by ONTC, infringes any Intellectual Property rights. In the event that an injunction is obtained against ONTC's use of the Equipment because of patent or copyright infringement, or, if such Equipment is likely to become the subject of a claim of infringement, the Supplier shall replace the Equipment, to the satisfaction of ONTC, so that it becomes non-infringing.

### **Early Termination**

30. ONTC may, for cause, terminate this Agreement if the Supplier defaults in the performance of any of the terms and conditions of this Agreement upon providing written Notice to the Supplier of the particulars of the default. If the Supplier fails to remedy the default within seven days from the date of delivery of the Notice, ONTC shall have the right, at its sole option, to terminate this Agreement forthwith by providing Notice to the Supplier.
31. The Supplier may terminate this Agreement upon at least seven days' Notice if ONTC fails to make payment that is due and payable within the payment period in accordance with the Agreement and ONTC failing to remedy such breach within seven days of receiving Notice of the breach.
32. The parties may, by agreement, terminate this Agreement at any time.
33. This Agreement will terminate immediately upon:
- (a) The dissolution of the Supplier; or
  - (b) Subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.

### **Confidential Information**

34. **General Confidentiality Requirements.** The Supplier shall:
- (a) ensure that all Supplier Parties comply with all the provisions of this Agreement relating to Confidential Information and the Supplier shall be responsible for any failure by any Supplier Party to do so;
  - (b) use Confidential Information only for the purposes of providing the Equipment;
  - (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
  - (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all Confidential Information disclosed to the Supplier.
35. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Supplier shall keep confidential all Confidential Information collected on behalf of ONTC or

disclosed to it by ONTC and shall protect the Confidential Information disclosed to it by ONTC, in the same manner and to the same extent that it protects its own Confidential Information. This obligation shall survive the termination of this Agreement.

36. **Disclosing Confidential Information.** The Supplier may disclose Confidential Information if:
- (a) ONTC approves the disclosure in writing;
  - (b) the Supplier is required by law to disclose it, in which case it shall promptly notify ONTC to allow ONTC the opportunity to intervene to prevent the disclosure;
  - (c) the Confidential Information is generally and publicly available; or
  - (d) the Confidential Information was disclosed to the Supplier on a non-confidential basis from a source other than ONTC which the Supplier believes is not prohibited from disclosing such information as a result of an obligation in favour of ONTC;
  - (e) is developed by the Supplier independently of, or was known by the Supplier prior to, any disclosure of such information made by ONTC; or
  - (f) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards or in connection with any judicial or other proceeding relating to Supplier's Equipment to ONTC or this Agreement.
37. **FIPPA.** The Supplier specifically acknowledges that ONTC is subject to FIPPA, and that ONTC may be compelled by law to disclose certain information provided by the Supplier. Where the Supplier is collecting Personal Information on behalf of ONTC, the Supplier must comply with the provisions in FIPPA regarding the collection, retention, use, disclosure and disposal of Personal Information.
38. **Breach of Confidentiality.** The Supplier acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information or an unauthorized release of Personal Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Supplier breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Supplier, without the necessity of proof of actual damages. The right to seek injunctive relief without the necessity of proof of damages shall be in addition to any other right which ONTC may have under this Agreement or otherwise in law or in equity. This section shall continue to bind the Supplier after the expiry or termination of this Agreement.

## **Indemnification and Limitation of Liability**

### **General Indemnity**

39. The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses caused by the Supplier's acts or omissions or breach of this Agreement. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to

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

40. **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 ONTC has been advised of the possibility of such damages; and,
  - (b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the performance of the Work and the Warranty Period, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

### **Insurance**

41. ONTC, at its expense, shall maintain during the entire term of this Agreement Commercial General Liability insurance with a limit of not less than \$5,000,000 per occurrence and in the aggregate.

### **Force Majeure**

42. **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 by that party 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 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.

### **Communications**

43. **Communication.** ONTC or the Government of Ontario will lead and make any announcements relating to this Agreement. The Supplier shall not make any announcement of any kind, including press releases, social media posts, public declarations, or any form of publication or announcement, in relation to this Agreement unless prior written consent is given by ONTC. Should the Supplier be contacted by any media outlet or other person or entity wishing to make any form of publication or announcement, or seeking any information, in relation to this Agreement, the Supplier shall provide no comment and shall immediately notify ONTC. The Supplier shall immediately notify ONTC if it becomes aware of any publication or announcement relating to the Agreement.

## **Other warranties**

44. **Anti-Corruption.** The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Supplier.
45. **Bribery.** The Supplier warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Supplier becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Supplier shall report the incident to ONTC immediately.
46. **Forced Labour.** The Supplier warrants that it is unaware of any forced labour or child labour being used at any step of the production of goods produced or services purchased or distributed by it in Canada or elsewhere or for the production of goods or services imported by the Supplier. The Supplier warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Supplier shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9*.
47. **Sanctions.** In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette, Part II. It is the only text which is authoritative. The Supplier shall comply with any such regulations that are in force on the effective date of the Agreement and will require such compliance by its first-tier subcontractors.
48. **Reliance.** ONTC relies on the warranties from the Supplier in this section “Other Warranties” in entering into the Agreement, and any breach of such undertaking shall entitle ONTC to terminate the Agreement for default and to recover damages from the Supplier, including excess re-procurement costs.

## **GENERAL**

49. **Assignment.** Neither party may assign their respective rights and obligations under this Agreement without first obtaining the written consent of other party, provided, however, that either party may assign this Agreement to an affiliate or the successor of its business upon written Notice to the other party. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors (including any successor by reason of amalgamation, merger or statutory arrangement of any party) and permitted assigns.
50. **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: xxx  
E: xx  
And to:  
Legal Services & Corporate Governance  
[Legal@ontarionorthland.ca](mailto:Legal@ontarionorthland.ca)

To the Supplier at:  
xxx  
Attention: xxx  
T: xxx  
E: xxx

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

51. **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 shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.
52. **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.
53. **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.
54. **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 shall be binding upon ONTC and the Supplier as though such section or part or parts thereof had never been included in this Agreement.
55. **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, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
56. **Survival.** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, 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.

57. **Electronic Signatures, Electronic Delivery, and Counterparts.** This Agreement may be executed with electronic signatures and delivered by electronic transmission and the Parties may rely upon all such signatures as though they were original signatures. This Agreement may be executed in counterpart and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have duly executed this agreement.

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

Per: \_\_\_\_\_

Name: XXX

Title: XXX

Date: \_\_\_\_\_

*I have authority to bind the corporation.*

**XXX**

Per: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

*I have authority to bind the corporation.*

**Schedule A**  
**Specifications for the Equipment**

**Schedule B**  
**Supplier's Proposal**

## COMPLIANCE WITH CONTRACT DOCUMENTS

The Respondent may suggest changes to the above include Draft Agreement in Appendix A of this RFQ 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 Respondent'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 | Respondent'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 - RFQ PARTICULARS

### A. THE DELIVERABLES

#### SUMMARY

Ontario Northland Transportation Commission (ONTC) invites qualified vendors to submit their quotations for the supply and delivery of one (1) Hi-Rail Boom Truck. The truck will be used year-round and must meet all specifications outlined in this document.

ONTC is seeking to **lease** a Hi-Rail Boom Truck for the period commencing **March 1, 2026, to March 1, 2029**. ONTC intends to enter into an initial lease agreement for a term of **one (1) year, with the option to renew for up to two (2) additional one-year terms**, at ONTC's sole discretion.

#### PRICING DETAILS

This section will contain a detailed monthly cost breakdown and shall include any and all discounts and rebates.

Prices shall be quoted in Canadian Dollars.

The bid cost is to include all fees, costs and delivery expenses.

#### DELIVERY

ONTC would like the boom truck delivered **no later than March 1, 2026**.

#### GENERAL REQUIREMENTS

The successful vendor will be responsible for delivering the Hi-Rail Boom Truck to ONTC's site at **200 Lagoon Road, Englehart, Ontario**. The truck must be properly positioned and secured at the designated location on the property. All costs associated with transportation, delivery, placement, and setup are to be included in the proposal.

#### SPECIFICATIONS

Please refer to Appendix E - Acknowledgment to Comply with Specifications for full details.

### B. MATERIAL DISCLOSURES

#### 1. Examination of Site

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

### 2. Pricing (Appendix D)

Each bid must include pricing information that complies with the instructions set out below in Section F of this Appendix B and the pricing form at Appendix D.

### 3. Other Mandatory Submission Requirements

Respondents must be a Canadian business as set out and acknowledged in the Submission Form (Appendix C).

## D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

## E. PRE-CONDITIONS OF AWARD

The selected respondent 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;
- (b) Executed Contractors Health and Safety Responsibility Agreement;
- (c) Respondent's Health, 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 RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| Item                         | Criteria                                | Weighting | Minimum Threshold |
|------------------------------|---|-----------|-------------------|
| <b>1. TECHNICAL PROPOSAL</b> |   |           |                   |
| <b>1.0</b>                   | <b>Category 1: Qualitative Proposal</b> | <b>65</b> | <b>32.5</b>       |
| 1.1                          | Experience & Qualifications             | 20        |                   |

|   |   |            |            |
|---|---|------------|------------|
| 1.2   | Schedule/Delivery                                       | 15         |            |
| 1.3   | Specifications  | 30         |            |
| <b>2.0</b>  | <b>Category 2: Building Ontario Business Initiative</b> | <b>10</b>  |            |
|   | <b>Sub-Total</b>  | <b>70</b>  |            |
| <b>50% Minimum Threshold to be obtained in Category 1 (32.5/65) to Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet this minimum threshold may not be considered further.</b> |   |            |            |
| <b>2. PRICING PROPOSAL</b>  |   |            |            |
|   | <b>Pricing</b>  | <b>50</b>  | <b>n/a</b> |
|   | <b>Total Points</b>                                     | <b>120</b> | <b>n/a</b> |

### **Technical Proposal Content Requirements**

The respondent shall provide a written proposal in PDF format.

The proposal to undertake the project shall include a clear outline, including the general items listed below, but also include other considerations based on the respondent'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.

| <b>TEM #</b> | <b>DESCRIPTION</b>   |
|--------------|--|
|              | <b>Title Page</b>  |
|              | <b>Table of Contents</b>   |
| <b>1.0</b>   | <b>Qualitative Proposal</b>  |
| 1.1          | <p>Respondents shall provide a Company Profile, <i>(including Subcontractors, if any)</i>, 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.</p> <p>Respondents shall provide a minimum of three (3) project profiles that demonstrate a minimum of ten (10) years' experience in providing Hi-Rail Boom Trucks in the Province of Ontario. Project Profiles shall include the following:</p> <ul style="list-style-type: none"> <li>• Company Name and Location</li> <li>• Contact Person Name, Title and Contact Details</li> <li>• Name, description and images of Boom Trucks provided</li> </ul> |

|            |  |
|------------|--|
|            | <ul style="list-style-type: none"> <li>• Start and End Dates (Actual vs Scheduled)</li> <li>• Contract Value (Actual vs Quoted)</li> </ul>   |
| 1.2        | <p>Full points will be awarded to vendors who can deliver the equipment by the following dates.</p> <ul style="list-style-type: none"> <li>• Item - One (1) Hi-Rail Boom Truck by <b><u>March 01, 2026</u></b></li> </ul> <p>Respondents shall provide a written narrative on how they plan to deliver the equipment to ONTC without any delays.</p> <p><i>Respondents who cannot deliver by this respective date will receive zero.</i></p> |
| 1.3        | <p>ONTC will assign <b>full points</b> to Respondents who meet all the specifications as detailed in Appendix E - Acknowledgment to Comply with Specifications.</p> <p><b>Five (5) points</b> will be deducted for Respondents whose specifications are not precisely what ONTC requested but still meet general requirements.</p>   |
| <b>2.0</b> | <b>Building Ontario Business Initiative</b>  |
|            | <p>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 C – Submission Form.</p>   |

**G. PRICE EVALUATION METHOD**

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

Pricing is worth **50 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 respondent 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**

- (a) Bidders should submit their pricing information by completing the attached pricing form at Appendix D 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 bidder 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.

**APPENDIX C - SUBMISSION FORM**

**1. Respondent Information**

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

**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”**.

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

## Bill S-211

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

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

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

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## 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.

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

- i. has its headquarters or main office in any province or territory within Canada, or
- ii. has at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process.

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

- Yes, my organization is a "Canadian business" as defined above.  
 No, my organization is not a "Canadian business" as defined above.

### **3. Acknowledgment of Non-Binding Procurement Process**

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

### **4. Ability to Provide Deliverables**

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

### **5. Non-Binding Pricing**

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

### **6. Addenda**

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

### **7. Communication with Competitors**

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

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

- (a) it has prepared its quotation 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 quotation; or
  - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

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

**Disclosure of Communications with Competitors**

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

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**8. No Prohibited Conduct**

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

**9. Conflict of Interest**

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

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

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

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

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

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## 10. Disclosure of Information

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

## 11. Execution of Agreement

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

## 12. Travel

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the bidder 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>)."

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Signature of Respondent Representative

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Name of Respondent Representative

---

Title of Respondent Representative

---

Date

I have the authority to bind the respondent.

## **APPENDIX D - SCHEDULE OF PRICES**

Respondents are required to complete Appendix D - Schedule of Prices, attached separately.

**APPENDIX E - ACKNOWLEDGEMENT TO COMPLY WITH SPECIFICATIONS**

Respondents acknowledge that they can comply with Specifications outlined in the table below:

(Check one) YES \_\_\_\_\_; NO \_\_\_\_\_

**Respondents must complete the Chart below and shall include as an attachment to this Appendix E supporting documentation and information to support the specifications required.**

Respondents must validate and meet all of the minimum specifications/requirements identified in Appendix B - RFQ Particulars and the Specifications outlined in the table below. ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.

If the respondent finds any discrepancy, errors or omissions in the specifications, it shall be their duty to inform ONTC and ONTC shall promptly verify same.

Respondents shall indicate with a checkmark whether the Hi-Rail Boom Truck being proposed complies with the specification. If the Hi-Rail Boom Truck being proposed contain specifications that fall within the “Other” category, respondents shall indicate this with a checkmark in that column.

Respondents shall use the “Details” column to provide additional information that will assist the evaluation team in assessing the suitability of the Hi-Rail Boom Truck. In particular, if the Respondent selects “Other” for any item, they shall provide specific details. Respondents may include attachments when insufficient space is available.

**Specifications**

Make, Model and Year to be supplied: \_\_\_\_\_

Delivery Date to Englehart, ON: \_\_\_\_\_

| Specifications  | Comply | Other | Details |
|---|--------|-------|---------|
| <b>Cab/Chassis</b>  |        |       |         |
| Freightliner 1145D, Kenworth T800, Western Star 700SB or equivalent   |        |       |         |
| 46,000 air suspension, if other provide details   |        |       |         |
| Automatic adjustable air suspension system that adjusts to payload to provide consistent rubber tire traction in all weather conditions. One leveling valve per drive axle for on rail purposes. If other provide details |        |       |         |
| 206” CL   |        |       |         |
| 270” Wheelbase  |        |       |         |
| 118” after Frame  |        |       |         |

|  |  |  |  |
|--|--|--|--|
| Full Air Brakes  |  |  |  |
| Dual 80 Gallon aluminum Fuel Tanks with accessible fill ports  |  |  |  |
| Polished stainless fuel tank straps  |  |  |  |
| Air Conditioning   |  |  |  |
| Premium high back Air-Ride Drivers Seat  |  |  |  |
| Premium High Back Air-Ride Passenger's Seat  |  |  |  |
| Extended Day Cab 18-24 inch. provide details   |  |  |  |
| Aux Drive to be operated from Crane seat for train operations  |  |  |  |
| Aux Drive to have 10,000 lbs of torque or equivalent   |  |  |  |
| Remote Drive Hydrostat driven by hi-rail wheels /creep drive, controlled from log loader operator's seat. if other provide details |  |  |  |
| Battery Box located outside cab  |  |  |  |
| Adjustable Telescoping Tilt Steering Column  |  |  |  |
| AM/FM Radio with Sync - Bluetooth system   |  |  |  |
| Dual heated mirror 7x16 inch or equivalent   |  |  |  |
| Link Cabmate Suspension or equivalent  |  |  |  |
| Quiet Cab Package  |  |  |  |
| Air Dryer. Bendix AD-15 extended purge heated or equivalent  |  |  |  |
| 34.8 CFM Air Compressor  |  |  |  |
| <b>Frame and Equipment</b>   |  |  |  |
| Frame rails:7/16" x 3-9/16" x 11-1/8" steel frame  |  |  |  |
| Full frame length steel insert 1/4" C channel  |  |  |  |
| <b>Transmission</b>  |  |  |  |
| Eaton Fuller RTLO-18 speed Transmission or equivalent  |  |  |  |
| 18 speed transmission  |  |  |  |
| <b>Engine and Equipment</b>  |  |  |  |
| 470 HP DDT13 12.8L Diesel Engine or equivalent   |  |  |  |
| Immersed coolant and engine oil heater 120V 1000W with remote mounted receptacle. if other provide details                         |  |  |  |
| Engine Brake   |  |  |  |
| 65MPH speed limiter  |  |  |  |

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Supply and Delivery of One (1) Hi-Rail Boom Truck

|  |  |  |  |
|--|--|--|--|
| Alternator 300 amp, brush type or equivalent   |  |  |  |
| Batteries: 3-13A, threaded post min. with battery jumpers  |  |  |  |
| <b>Front Axle and Equipment</b>  |  |  |  |
| 20,000 GVWR min. 14000-18000<br>Front springs  |  |  |  |
| Dual power steering gears: 20K<br>TRW THP60 or equivalent  |  |  |  |
| Wheels: All aluminum Alcoa Ultra One   |  |  |  |
| Tires:425/65 R22.5   |  |  |  |
| <b>Rear Axle and Equipment</b>   |  |  |  |
| 46,000 GVWR  |  |  |  |
| Tandem Axle  |  |  |  |
| Axle Ratio 4.30  |  |  |  |
| Spring Brake: 3030 dual brake chamber or equivalent  |  |  |  |
| Anti-lock brake system with air or equivalent  |  |  |  |
| Inter axle and differential lock 4 way lock Air operated not electrical  |  |  |  |
| Wheels: All Aluminum Alcoa Ultra One   |  |  |  |
| Tires:11R 22.5   |  |  |  |
| Center of inside wheels to measure at 56.5"  |  |  |  |
| <b>Body</b>  |  |  |  |
| Flatbed body (22' 6") Long x 102" Wide   |  |  |  |
| 6" channel sides and front   |  |  |  |
| 4" cross channels 12" on centers   |  |  |  |
| 8" channel long sills  |  |  |  |
| Gussets installed between each cross channel and long channel  |  |  |  |
| U bolt Mounted with cushion blocks   |  |  |  |
| Flatbed Flooring to be 3/16 inch AR450 steel   |  |  |  |
| 2"X12" wood sides, 3 sections or composite   |  |  |  |
| Removable 3ft stakes 3/16" wall  |  |  |  |
| Access Point on Deck for self drive system   |  |  |  |
| Storage for grapple/magnet to be located on deck near bulkhead for transport.  |  |  |  |
| Eight (four per side) removable 4" diameter tubular steel posts 45" high. Posts are spaced approximately 54" centers |  |  |  |

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Supply and Delivery of One (1) Hi-Rail Boom Truck

|   |  |  |  |
|---|--|--|--|
| Ten ratchet strap hold-downs complete with 30ft straps installed in sliding winch tracks (for lateral adjustment) under bed both sides  |  |  |  |
| 4 emergency stop buttons , one located on each corner   |  |  |  |
| <b>Coupler and Train air</b>  |  |  |  |
| Train air that operates rail car brakes, with controls in cab and operator crane seat.  |  |  |  |
| AAR Train knuckle air operated  |  |  |  |
| To be operated off of truck compressor  |  |  |  |
| <b>Underbody Compartments</b>   |  |  |  |
| Three underbody compartments (tool box), two mounted curb side in front of rear tires and two mounted StreetSide in front of rear tires for magnet system and extra storage.  |  |  |  |
| Compartments to be 60" long x 24" high x 24" deep mounted away from winch bar area to ease tightening of straps   |  |  |  |
| Door handle to be "Cam" lock style with an accessible area for pad lock   |  |  |  |
| Compartments to be constructed of 1/8" checker plate aluminum with reinforced bottoms.  |  |  |  |
| Doors to be constructed of 12 1/8" checker plate aluminum   |  |  |  |
| Doors equipped with hold back chains  |  |  |  |
| Door openings to be sealed with automotive bulb type weather-stripping  |  |  |  |
| Compartments to be aluminum in color  |  |  |  |
| <b>Front Bulkhead / Rail Rack</b>   |  |  |  |
| Front bulkhead / Rail rack to be constructed of 4" x 4" x 1/4" wall steel tubing with outside dimensions of 102" WIDE X 63" high installed directly behind chassis cab. Sheet steel used is to be 1/4 "AR450 plate. |  |  |  |
| Rail rack saddles are comprised of 4" x 4" x 1/4" wall structural steel tubing, 9" high vertical stanchions (2 per side) on top of bulkhead frame.  |  |  |  |

|  |  |  |  |
|--|--|--|--|
| Stanchions are spaced 19" (inside dimensions) for rail containment.  |  |  |  |
| Rail rack to be capable of hauling (6) 132 lb. x 39' rails, (3) per side.  |  |  |  |
| Rail saddles to be protected by 2 3/4 "rubber blocks.  |  |  |  |
| All tie downs to comply with national safety code for Motor Carriers   |  |  |  |
| In particulars NSC Standard 10, Cargo Securement   |  |  |  |
| Rail rack engineered for 4g for maximum safety   |  |  |  |
| Rail rack to have stop blocks installed on front bulkhead to not allow rail to extend beyond front bumper  |  |  |  |
| <b>Rear Bulkhead</b>   |  |  |  |
| Rear Bulkhead to be constructed of 1/4" AR450 plate formed steel channels welded to rear outside of bed.   |  |  |  |
| Outside dimension of bulkhead to be 102" wide x 40" high.  |  |  |  |
| Skin on bulkhead and angled sides to be 10 gauge steel sheet.  |  |  |  |
| Angled sides to be 24" wide x 40" high framed with 2' x 3" x 3/4 wall steel tubing.  |  |  |  |
| <b>Rear Rail Rack</b>  |  |  |  |
| Height to be 3" lower than front rail rack   |  |  |  |
| Rack construction similar to front rack independent of loader  |  |  |  |
| Gusset for additional strength welded from outside of rack tube to bottom section of vertical channels.  |  |  |  |
| <b>Log Loader</b>  |  |  |  |
| Boom, Extendable, 29' minimum length, if other provide details   |  |  |  |
| Lift capacities: 5,000 LB at 20 feet min, if other provide details   |  |  |  |
| Crane operator station has full control of crane, grapple, outriggers, train coupler, train air, lighting, creep drive forward and revers, magnet and grapple, vehicle park and service air. Start and stop engine emergency shutdown and horn |  |  |  |
| Joystick controls  |  |  |  |

|   |  |  |  |
|---|--|--|--|
| Continuous rotation   |  |  |  |
| Operators seat with grip strut access ladders installed on both sides of loader frame.  |  |  |  |
| Telescoping A-frame out rigger with modified spread of 8'6" enabling deployment of out rigger foot on tie butts (from Manufactures).  |  |  |  |
| Install and plum loader at rear of chassis frame.   |  |  |  |
| Flip up extensions on bottom of access ladders on both sides of loader. When in the down position, the extensions are to be 20" above the ground surface. Extension to be pinned when in the up position. |  |  |  |
| Loader to be equipped with tie grapple/rotator installed.   |  |  |  |
| Electric collector ring to allow continuous rotation with magnet wired through the crane swivel   |  |  |  |
| Log lift to be equipped with hold valves.   |  |  |  |
| Log lift to be included with optional remote control  |  |  |  |
| Slewing torque of 30,000 lbs if different provide details   |  |  |  |
| Deadman switch located on the crane seat along with emergency stop. Safety operating lever  |  |  |  |
| <b>Boom Tip Accessories</b>   |  |  |  |
| 6806RA Rotobec bypass grapple or equivalent   |  |  |  |
| <b>Magnet System</b>  |  |  |  |
| Moley Magnet  |  |  |  |
| 120/24 32" ESB  |  |  |  |
| Install in compartment  |  |  |  |
| 32" diameter  |  |  |  |
| <b>Rail Gear</b>  |  |  |  |
| D.M.F. Hi-Rail Gear. If other provide details   |  |  |  |
| Installed, Aligned and rail test by qualified personal  |  |  |  |
| Both highway and rail mode safety pin-offs  |  |  |  |
| 16" guide wheels, insulated stub shaft, if other provide details  |  |  |  |
| External cobra brake operated by vehicle air brakes   |  |  |  |
| Front and rear rail sweeps  |  |  |  |

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Supply and Delivery of One (1) Hi-Rail Boom Truck

|  |  |  |  |
|--|--|--|--|
| Annual inspection  |  |  |  |
| <b>Hydraulics</b>  |  |  |  |
| Muncie 82 series air shift PTO or equivalent   |  |  |  |
| Tandem hydraulic pump (This pump provided for operation of loader and hi-rail)                                     |  |  |  |
| 50 gallon hydraulic oil reservoir with baffles mounted on chassis frame  |  |  |  |
| Hydraulic cooling package to be mounted on front bulkhead. Provide details if mounted somewhere else.              |  |  |  |
| In tank heater that uses engine coolant while travelling and 120v power while stationary, site gauge               |  |  |  |
| All return oil filtered.   |  |  |  |
| Heavy duty oil cooler  |  |  |  |
| Hydraulic return line filters to be located at reservoir   |  |  |  |
| Filter assembly to incorporate filter gauge to detect when change of filter is required                            |  |  |  |
| Hydraulic lines in deck are to be hard stainless steel lines and not hose  |  |  |  |
| Tortoralla gear pump to provide continuous flow from the tank to the cooler.                                       |  |  |  |
| <b>Lights and Electrical</b>   |  |  |  |
| Electrical back up alarm mounted at rear of chassis  |  |  |  |
| Backup- two round 4" white LED   |  |  |  |
| Stop/Turn - Four 4" round red LED  |  |  |  |
| Deck lights - Two standard yellow oval and 9 round 2 ½ red LED   |  |  |  |
| All lighting to be recessed and conform to FMVSS 108   |  |  |  |
| Amber strobe light mounted under street side and curb side loader access ladder with lighted toggle switch in cab. |  |  |  |
| Amber strobe light to be mounted center of headboard with lighted toggle switch in cab.                            |  |  |  |
| Two LED lights mounted on the boom of the Crain  |  |  |  |
| Two forward and two rear facing LED work lights mounted at loader frame and protected by access                    |  |  |  |

|  |  |  |  |
|--|--|--|--|
| ladders with lighted toggle switch in cab  |  |  |  |
| Four LED light mounted at the top of each rail rack for night shift visibility                                       |  |  |  |
| Side turn signal lights mounted mid-body   |  |  |  |
| All wiring to be run in protective loom  |  |  |  |
| All wiring holes to be protected by rubber grommets  |  |  |  |
| Two street side under deck mounted LED lights for hi-rails.  |  |  |  |
| Front Bumper mounted light bar   |  |  |  |
| <b>Paint</b>   |  |  |  |
| Truck to be painted dark Blue (closest to ONR standard)  |  |  |  |
| All steel components primed before painting.   |  |  |  |
| All steel components painted black. Wood or composite sides are not to be painted                                    |  |  |  |
| Flatbed to be painted with non-skid material.  |  |  |  |
| All exterior welds ground to be ground flat.   |  |  |  |
| Loader and Grapple to remain factory colour.   |  |  |  |
| <b>Miscellaneous</b>   |  |  |  |
| All applicable operators' Maintenance and parts manuals shall accompany vehicle upon delivery to unit's destination. |  |  |  |
| Complete set of electrical, hydraulic and air schematics   |  |  |  |
| Flair kit.   |  |  |  |
| Triangular warning reflector kit mounted in cab.   |  |  |  |
| 3A-40BC, 5 lb. fire extinguisher mounted in cab.   |  |  |  |
| Mud flaps installed with anti-sail retainers between tool boxes, rear tires and at rear of deck.                     |  |  |  |
| Conspicuity striping.  |  |  |  |
| First Aid kit mounted in cab   |  |  |  |
| <b>Hydraulic Tool Circuit</b>  |  |  |  |
| 5 and 10 GPM tool circuit to be located on passenger side, back of the truck   |  |  |  |

|   |  |  |  |
|---|--|--|--|
| Hydraulic pump PTO driven from transmission   |  |  |  |
| Plumbed from pump to a 50ft 1/2 "twin hose reel with quick couplers to attach to hydraulic tools, encased in to protect from the weather, and pull towards the rear |  |  |  |
| <b>Warranty</b>   |  |  |  |
| Supply standard warranty information for log loader, auxiliary equipment and attachments.   |  |  |  |
| Only basic warranty will be considered for tender.  |  |  |  |

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

Respondents shall include the attached Contractor Health and Safety Responsibility Agreement and associated supporting documents with their bid:

- A. Contractor Health and Safety Responsibility Agreement

**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) \_\_\_\_\_