



Request for Quotations
for
Supply of Equipment and Labour for ONTC Culvert Program

Request for Quotations No.: **RFQ 2026 004**

Issued: **Monday, February 2, 2026**

Submission Deadline: **Wednesday, March 4, 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 2026 004 - Supply of Equipment and Labour for ONTC Culvert Program**, 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 seeking proposals from qualified contractors for the Supply of Equipment and Labour to supplement our open cut culvert replacement crew for the 2026-2028 work seasons.

Supplementing an ONTC supplied, 3-4 person Culvert and Track Maintenance crew, the work will consist of open cut pipe replacements (24-60" dia.) at depths of up to 20 feet, slope and bank stabilization projects, as well ditching and other railway R.O.W. works as required. The place of Work is over the entire ONTC rail network, which covers from North Bay to Moosonee, Hearst to Rouyn-Noranda, QC.

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:

Nicole Laplante
Procurement Contracts Specialist
555 Oak Street East, North Bay, ON P1B 8L3

Tel: 705-472-4500 x 588

Email: nicole.laplante@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 may be 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 is to be for a period of three (3) years, with an option in favour of ONTC to extend the Agreement on the same terms and conditions for an additional term of up to two (2) optional, one (1) year terms, at ONTC's discretion.

1.6 RFQ Timetable

1.6.1 Key Dates

Issue Date of RFQ	Monday, February 2, 2026
Deadline for Questions	Wednesday, February 25, 2026 at 4:00 PM EST
Deadline for Issuing Addenda	Monday, March 2, 2026 at 4:00 PM EST
Submission Deadline	Wednesday, March 4, 2026 at 2:00:00 PM EST
Anticipated Ranking of Respondents	Wednesday, March 11, 2026
Anticipated Execution of Agreement	Wednesday, April 8, 2026

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

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

Not Applicable.

1.7 Submission Instructions

1.7.1 Submission of 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, Respondents should contact the bidding system's technical support:

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

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 Form of Agreement relied upon by ONTC for the Deliverables will be the Draft Agreement, as attached to this Appendix A.

SUPPLY OF CULVERT CREW AND EQUIPMENT

THIS AGREEMENT MADE EFFECTIVE XXX (the “Effective Date”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

And

XXX

(the “Contractor”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

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

“**Agreement**” means this agreement and all attached schedules;

“**Change Directive**” means a written instruction prepared by ONTC’s Representative and signed by ONTC directing the Contractor to proceed with a change in the Services within the general scope of the Contract Documents prior to ONTC and the Contractor agreeing upon adjustments in the Contract Price and the Contract Time.

“**Change Order**” means a written amendment to the Agreement prepared by ONTC’s Representative and signed by ONTC and the Contractor stating their agreement upon:

- (a) a change in the Services;
- (b) the method of adjustment or the amount of the adjustment in the Contract Price, if any;
and,
- (c) the extent of the adjustment in the Contract Time, if any.

“**Confidential Information**” includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential;

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

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

SUPPLY OF OPERATOR AND EQUIPMENT

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

“Force Majeure” means an event or a cause beyond the control of a party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, governmental embargo, or emergency changes in the Laws to any acts, orders, legislation, regulations, directives, or government 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 Ontario to approve the appropriation from the Consolidated Revenue Fund for the Project.

“Impact Assessment Reports” means the impact assessment reports, if any, listed in the RFP related to the *Fisheries Act*; *Navigable Waters Act*; *Lakes and Rivers Improvement Act*; heritage reviews; *Endangered Species Act and Species at Risk Act*; terrestrial resources (vegetation, wildlife, other features); socio-economic impacts and Indigenous consultations;

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

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

“ONTC Parties” or “Contractor Parties” means the officers, directors, employees, consultants, contractors, subcontractors and agents of the party and those for whom it is responsible in law;

“Personnel” means the Contractor’s employees or subcontractors performing the Services;

“Proper Invoice” means a Contractor’s invoice which meets the requirements set out in this Agreement, including without limitation in Schedule C; and

“Services” means the supply of the Equipment and Personnel and the completion of the tasks assigned to the Contractor by ONTC as set out in Schedule A.

- 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.

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3. **Precedence.** Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
 - (a) The body of this Agreement;
 - (b) Schedule A (Scope of Services);
 - (c) Schedule B (Contractor's Submission);
 - (d) Schedule C (Requirements for a Proper Invoice) and,
 - (d) Any other documents incorporated by reference in any of the foregoing, (the "Contract Documents").

PARTICULARS OF THIS AGREEMENT

4. **Retainer.** ONTC hereby retains the Contractor to perform the Services and supply the Equipment described in Schedule A. The Contractor shall complete the Services under the general direction and control of ONTC and subject to the provisions of the Contract Documents.
5. **No Exclusive Arrangement.** This is a non-exclusive arrangement. ONTC may from time to time have other suppliers of Personnel and Equipment and may directly employ Personnel previously employed by or contracted with the Contractor.
6. **Contract Price.** The rates for the Equipment and Personnel to provide the Services are set out in Schedule **[A or B]**.
7. **Disbursements.** The rates in Schedule **[A or B]** include all expenses and disbursements required to perform the Services and supply the Equipment and the Contractor shall not charge ONTC for any expenses or disbursements in excess of the rates.
8. **Term.** This Agreement shall commence on the Effective Date and shall continue until **[XXX]** unless terminated early in accordance with this Agreement (the "**Term**"). The Services shall be completed in accordance with any time periods described in Schedule A.

PERFORMANCE OF THE SERVICES

9. **Personnel.** The Contractor shall provide Personnel to complete the Services that have the qualifications stated in Schedule A. The Contractor shall be responsible for every act or omission of the Personnel in completing the Services.
10. **Personnel Expenses.** The Contractor shall be solely liable to pay all salaries, wages, overtime, bonuses, allowances, profit sharing, pensions, and other remuneration of the Personnel, including payment of costs related to employee benefits, and for the deduction and remittance of all applicable employment-related taxes, premiums, dues and other

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burdens to the appropriate governmental authorities. The Contractor shall not be entitled to claim, nor shall ONTC be obliged to pay or reimburse the Contractor, for any monies whatsoever in respect of or in connection with any such payments, save and except where expressly included in the Contract Price.

11. **Relationship.** The Contractor and its Personnel are independent contractors of ONTC and are not employees of ONTC. The Contractor and its Personnel have no power or authority to bind ONTC or to assume or create an obligation, express or implied, on ONTC's behalf, nor shall the Contractor or its Personnel represent that they have such power and authority.
12. **Living Expenses.** The Contractor shall be responsible for all living, traveling, relocation and accommodation expenses for its Personnel.
13. **Policies and Procedures.** The Services shall be performed in accordance with ONTC's policies and procedures. The Contractor shall ensure that appropriate standards of conduct and service are communicated to and understood by all Personnel.
14. **Replacing of Personnel.** The Contractor shall replace within a reasonable time, any Personnel whose removal is requested by ONTC for reasonable cause. ONTC's right to request removal of Personnel does not entitle or obligate the Contractor to terminate or breach any employment or other contractual relationship with such Personnel. The Contractor, in its sole and absolute discretion, may take such action as it deems appropriate under the circumstances. In the event that the Contractor takes any action regarding such Personnel, the Contractor shall indemnify and save ONTC harmless from all claims, damages and costs arising therefrom.
15. **Equipment.** The Contractor will supply Equipment that meets the requirements for the Equipment, is in good repair and meets all safety standards and regulations. The Contractor shall be responsible for all costs and expenses for the Equipment including, but not limited to, repair, maintenance, replacement, insurance and fuel. In the event the Equipment fails to operate correctly during the Services, the Contractor shall be responsible for all costs relating to any delay in the performance of the Services, including compensation for the Personnel and ONTC employees that are unable to work due to Equipment failure or breakdown. ONTC shall not be charged for and shall not be responsible for any costs relating to the Personnel or the Equipment if the Personnel or ONTC employees are unable to work due to Equipment failure or breakdown.
16. **Standard of Care.** The Contractor shall:
 - (a) perform the Services in accordance with all applicable laws and the Contract Documents;
 - (b) in performing the Services and its obligations under the Agreement, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor performing Services of a similar nature to the Services;
 - (c) ensure any Equipment used by the Contractor in completing the Services will be in safe working condition, will comply with all laws applicable to such Equipment and will be operated by suitably qualified and competent Personnel; and

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- (d) while being on ONTC's property, comply with ONTC's policies, including its Fit for Duty Policy,
- (the "**Standard of Care**").

17. **Vendor Performance Policy.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Contractor's performance of its obligations under this Agreement. The performance evaluation of the Contractor for the supply of these services will be used in the assessment of the Contractor's proposals in response to future procurements. The performance evaluation may also result in the Contractor 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>.
18. **Certifications and Training.** The Contractor warrants that it and its Personnel have obtained all required certifications under any governmental authority for the performance of the Services and such certifications are in good standing. The Contractor shall provide evidence of the requisite certification to ONTC upon request. The Contractor warrants that the Personnel will have completed any required training prior to commencing the performance of the Services and will provide evidence of such to ONTC upon request.
19. **Inadequate Services.** ONTC shall be the sole judge of the adequacy of the Services completed by the Personnel. If ONTC determines that any Services are not in conformity with the terms and conditions of this Agreement, including the Standard of Care, ONTC shall advise the Contractor who shall, except as otherwise provided in this Agreement, immediately correct at its own cost and expense the inadequate Services.
20. **ONTC's Representative.** ONTC's representative shall provide direction regarding the tasks required of the Personnel and the Equipment and the schedule for the completion of the Services. ONTC's representative shall inspect the Services for quality and completeness. ONTC's representative shall not be considered the supervisor of the Personnel.
21. **Health and Safety.** The Contractor shall be solely responsible for compliance with the rules, regulations and practices required by the applicable laws and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services. While working on ONTC property, the Contractor shall comply with all ONTC's policies and directions, including its Fit for Duty Policy, to ensure the health and safety of ONTC Parties and Contractor Parties.

CHANGES

22. **Changes.** Changes of any kind to the scope of the Services shall only be made by the Contractor upon receipt of a written change order signed by an authorized member of each Party (each, a "**Change Order**") or a Change Directive (as defined below). ONTC may at any time by issuing a Change Order or Change Directive make any change in the

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Services to be completed by the Contractor. The Change Order shall specify the details of the change in scope of the Services, any agreed adjustment to the Price in respect of the change in scope of the Services and any agreed adjustment to the time for performance of the Services, whether an increase or reduction. A Change Order shall represent full payment for all costs and any adjustment to the workplan associated with the change or changes for which it was issued.

23. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Contractor to proceed with additional or changed Services by issuing a directive signed by an authorized member of ONTC (each, a “**Change Directive**”). Upon receipt of a Change Directive, the Contractor shall immediately proceed with the changes to the Services as identified therein. The Parties shall then seek to finalize a Change Order as soon as commercially reasonable. Prior to the finalization of the relevant Change Order, the Contractor shall be entitled to payment for pre-approved, reasonable documented costs incurred in respect of a Change Directive.
24. **Unauthorized Changes.** ONTC shall have no liability whatsoever for any claim for payment for additional Services provided or costs incurred by the Contractor which have not been authorized in advance by ONTC by way of a Change Order or a Change Directive.

ENVIRONMENTAL OBLIGATIONS

25. **Environmental.** The Contractor shall comply with all Environmental Laws in the provision of the Services. If the Contractor fails to comply with Environmental Laws relating to the provision of the Services, the Contractor shall be solely responsible for all costs, claims, fines, fees or other expenses arising from the failure by the Contractor to comply with the Environmental Laws in the provision of the Services.
26. **Impact Assessment.** The Contractor shall be responsible for:
- (a) ensuring that any potential impacts and areas of concern identified in the Contract Documents or Impact Assessment Reports, if provided, are mitigated during the Services; and,
 - (b) identifying any previously unknown impacts relating to fish, navigable waters, species at risk, vegetation, wildlife, socio-economic and heritage that arise prior to commencing the Services and during the Services.
27. **Unknown Impacts.** If the Contractor or ONTC observes or reasonably suspects the presence of any impacts described in section 26 (b) that are not mentioned or accounted for in the Contract Documents or Impact Assessment Reports, if any, and related mitigation plans,
- (a) the observing party shall immediately report the circumstances to the other party; and
 - (b) the Contractor shall immediately take reasonable steps, including stopping the Services if necessary, to ensure that any potential impacts are mitigated.

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28. **Fail to Comply.** If the Contractor fails to comply with the requirements in section 27, the Contractor shall:
- (a) be responsible for all costs incurred by ONTC and the Contractor to mitigate the damage caused due to the failure; and
 - (b) not be entitled to request a Change Order relating to the failure to comply.
29. **Environmental Contaminants.** The Contractor shall not cause or permit any Environmental Contaminants to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of ONTC's land except as required to provide the Services. The Contractor shall remove from ONTC's land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the Contractor that are not required to provide the Services. If there is remediation Services required on ONTC's land or adjacent land or watercourse due to environmental contamination that occurred as a result of the Contractor's entry onto ONTC's land to provide the Services, the Contractor shall be responsible for all costs incurred to complete remediation Services on ONTC's land and adjacent land or watercourse and shall reimburse ONTC or any public authority or any third party for any reasonable costs incurred as a result of the requirement to complete the remediation Services.
30. **Ownership of Environmental Contaminants.** Notwithstanding any provision of law to the contrary, any Environmental Contaminants placed or permitted on or under ONTC's land by the Contractor in contravention of section 29 shall remain the property of the Contractor.
31. **Spills and Releases.** All spills and releases of Environmental Contaminants in the course of the Services must be immediately reported by the Contractor to ONTC and the Ministry of the Environment, Conservation & Parks ("MOECP") Spills Action Centre ("SAC"). If the ONTC Representative is not available, the Contractor shall report the incident to the MOECP SAC and the ONTC RTC at 800-558-4129 X 141.
32. **Mitigation of Spills.** The Contractor shall take immediate steps to mitigate the damage to the environment and contain the spill or release. If the Contractor does not take timely action or, if the Contractor is not available, ONTC may direct others to remedy the situation.
33. **Expenses for Spills.** If the spill or release was the fault of the Contractor, the remedial Services shall be completed at the cost of the Contractor and with no additional cost to ONTC and ONTC shall be entitled to seek reimbursements for all costs associated with the remedial Services including the cost of Services done by third parties. If the spill or release was not the fault of the Contractor, ONTC shall pay for the remedial Services.
34. **DFO Notification.** Pursuant to section 38(4) of the *Fisheries Act*, the Contractor has an obligation to notify the Department of Fisheries & Oceans ("DFO") when the Services results in the unauthorized death of fish or a harmful alteration, disruption or destruction

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("HADD") of fish habitat or where there is imminent danger that the death of fish or HADD of fish habitat could occur. The Contractor shall also notify ONTC of any such incidents. In accordance with the *Fisheries Act*, notification must be made without delay to DFO after the Contractor ensures the immediate health and safety risks are managed at the Services site. Updates to DFO may be provided at a later time, if required.

PAYMENT FOR THE SERVICES

Applications for Payment

35. The Contractor shall submit an application for payment on account monthly by email to pay.inv@ontarionorthland.ca and to the ONTC representative in accordance with the Contract Documents with all necessary backup and support requirements set out in the Contract Documents or reasonably identified by ONTC. All applications for payment must be sent to the ONTC Representative within 30 days after the end of each month.
36. Each application for payment delivered by the Contractor in accordance with section 35 shall include all the requirements for a Proper Invoice as set forth in Schedule C.
37. ONTC may, prior to the time it is required to issue payment in respect of an application for payment, request any additional information or backup from the Contractor in respect of the application for payment.
38. The Contractor shall not claim for or be entitled to payment for the correction or re-performance of any defective work, including labour and time of any Contractor Parties for such correction or re-performance.

Progress Payments

39. After receipt by the ONTC representative of an application for payment submitted by the Contractor in accordance with sections 35 to 37:
 - (a) the ONTC representative will assess whether all of the criteria for a Proper Invoice are satisfied and, if not, the ONTC representative will return the application for payment to the Contractor with reasons setting out why the application for payment is not a Proper Invoice;
 - (b) within 14 calendar days of receipt of a Proper Invoice (or on the next working day if the 14th day is not a working day), in the event that ONTC disputes the amount claimed as payable in the Proper Invoice, ONTC shall deliver to the Contractor an executed Notice of Non-Payment (Form 1.1); and
 - (c) ONTC shall make payment to the Contractor on the 28th calendar day after receipt of a Proper Invoice, unless such 28th calendar day lands on a day that is other than a working day, in which case payment shall be made on the next working day after such 28th day.

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40. Where ONTC has delivered a Notice of Non-Payment, ONTC and the Contractor shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a Notice of Non-Payment, ONTC and the Contractor cannot resolve the dispute, either party may issue a notice of adjudication pursuant to the Construction Act, in which case ONTC and the Contractor will agree to submit the dispute to adjudication.
41. Without limitation, ONTC shall be entitled to deduct from or, set off against, any payment of the Contract Price and any other amounts payable by ONTC to the Contractor pursuant to the Contract and any amount expended by ONTC in exercising ONTC's rights under this Contract to perform any of the Contractor's obligations that the Contractor has failed to perform; any damages, costs or expenses (including, without limitation, reasonable legal fees and expenses) incurred by ONTC as a result of the failure of the Contractor to perform any of its obligations pursuant to the Contract; and any other amount owing from the Contractor to ONTC pursuant to the Contract.
42. The Contractor represents, warrants, and covenants to ONTC that it is familiar with its prompt payment and trust obligations under the Construction Act and will take all required steps and measures to ensure that it complies with the applicable prompt payment and trust provisions under the Construction Act including, without limitation, section 8.1 of the Construction Act. Evidence of the Contractor's compliance under this section will be made available to ONTC within 5 working days following receipt by the Contractor of a written notice making such request.

Final Completion

43. When the Services have reached final completion, the Contractor shall submit an application for final payment, including items set out in Schedule C, a complete statement of accounts, including any Change Orders applicable to the Services; a complete statement of all money that the Contractor considers to be due from ONTC arising out of or in connection with the Services, the Contract Documents or any alleged breach of the Contract, including details of how the amount claimed in the application for final payment is calculated.
44. In the event of deficiencies or delays in the Services that the Contractor fails or refuses to address upon receiving notice of same in accordance with the requirements of the Contract Documents, then ONTC may, without limiting the remedies available to it under the Contract Documents and subject to ONTC's requirement to issue a Notice of Non-Payment under the Construction Act, retain and set off as against any payments that would otherwise be owing to the Contractor, the reasonable costs of rectifying such deficiencies or delays as determined by ONTC Representative.

Payment of Holdback upon Final Completion of the Services

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45. Subject to the registration of any claims for lien or delivery of any written notices of lien and subject to the requirements of the Construction Act with respect to the release of holdback, the holdback amount is, due and payable on the 61st calendar day following the date of Final Completion of the Services.

CONFIDENTIAL INFORMATION

46. **General Confidentiality Requirements.** The Contractor shall:

- (a) ensure that all Contractor Parties comply with all the provisions of this Agreement relating to Confidential Information and the Contractor shall be responsible for any failure by any Contractor Party to do so;
- (b) use Confidential Information only for the purposes of the Services;
- (c) not copy or transcribe into another form, any Confidential Information received from ONTC except as reasonably necessary; and,
- (d) upon the termination of this Agreement, or earlier upon the request of ONTC, promptly destroy or return (as directed by ONTC) all copies of the Confidential Information disclosed to the Contractor.

47. **Keeping Confidential Information Confidential.** Except as provided in this Agreement, the Contractor shall keep confidential all Confidential Information 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.

48. **Disclosing Confidential Information.** The Contractor may disclose Confidential Information if:

- (a) ONTC approves;
- (b) the Contractor is required by law to disclose it, in which case it shall promptly notify ONTC so that ONTC may intervene to prevent the disclosure; or
- (c) the Confidential Information is generally and publicly available.

49. **FIPPA.** The Contractor specifically acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and that ONTC may be compelled by law to disclose certain information provided by the Contractor.

50. **Breach of Confidentiality.** The Contractor shall indemnify and hold harmless ONTC in respect of any claims against ONTC for the failure of the Contractor to protect the confidentiality of Confidential Information. The Contractor acknowledges and expressly agrees that any breach by it of this Agreement which does or may result in loss of confidentiality of the Confidential Information would cause ONTC irreparable harm for which damages would not be an adequate remedy. If the Contractor breaches the confidentiality provisions of this Agreement, ONTC shall have the right to seek injunctive relief against the continuing or further breach by the Contractor, 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

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in law or in equity. This section shall continue to bind the Contractor after the expiry or termination of this Agreement.

INDEMNITY AND LIMITATION OF LIABILITY.

51. **General Indemnity.** The Contractor shall indemnify ONTC and ONTC Parties and save them harmless from and against any and all Losses which may arise by reason of the exercise of the responsibilities and obligations contained in this Agreement by the Contractor or as a result of any breach of the terms of this Agreement by the Contractor or by any act or omission of the Contractor or Contractor Parties or those for whom the Contractor is at law responsible, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such claim, unless such claim or damage is caused by the negligent act or omission of ONTC or ONTC Parties. The Contractor 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.
52. **Specific Indemnities.** The Contractor shall indemnify ONTC and ONTC Parties and save them harmless from and against all Losses incurred by ONTC arising from:
- (a) any decision or interpretation by any court or governmental authority that: (i) any of the Personnel is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Personnel under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
 - (b) any health, medical disability or similar claims which the Contractor or Contractor Parties may have during or after the term of this Agreement;
 - (c) any claim against ONTC arising from the failure of the Contractor to protect the confidentiality of Confidential Information;
 - (d) safety infractions committed by the Contractor under the *Occupational Health and Safety Act* or any other laws, guidelines or public health orders regulating health and safety at the place of the Services;
 - (e) exposure to, or the presence of, Environmental Contaminants which were either brought on to the Services site by the Contractor or the Contractor mishandled or handled negligently or improperly the substances or materials; and
 - (f) any claims from adjacent landowners or other third parties regarding damage to their property due to the provision of the Services.
53. **Exception.** The Contractor shall not be liable for any Loss arising from errors or omissions in any of the information which is supplied to the Contractor by ONTC.
54. **Bodily Injury and Property Damage.** The Contractor shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to

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ONTC's physical property by the Contractor's act or omission or that of the Contractor Parties.

55. **Waiver.** The Contractor waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Contractor or its employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Contractor unless caused by the negligent act or omission of ONTC or ONTC Parties.
56. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
- (a) Notwithstanding any other provision of this Agreement, ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages;
 - (b) ONTC shall not be liable for any amounts in excess of the amount of fees payable by ONTC to the Contractor in the 12 months preceding the claim; and,
 - (c) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.
57. **Survival.** The provisions in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

INSURANCE

58. **Insurance.** The Contractor shall obtain, and for as long as this Agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence, satisfactory to ONTC, of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario, satisfactory to ONTC:
- (a) Commercial General Liability Insurance to a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence, including "Ontario Northland Transportation Commission" as an additional insured, covering bodily injury, personal injury, death and damage to property, including loss of use of such property, containing cross liability coverage and preclude subrogation claims by the insurer against ONTC and endorsed to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage. The insurance shall not include an exclusion for working on railway property;

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- (b) Automobile Liability Insurance in respect of licensed vehicles, to a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide ONTC with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage, and in the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor, and standard non-owned automobile form policy including standard contractual liability endorsement;
- (c) Environmental Insurance to a limit of not less than five million dollars (\$5,000,000) to cover damages to ONTC's property and adjacent land and watercourses due to a contravention of Environmental Laws, including but not limited to the *Environmental Protection Act* and its regulations and the *Fisheries Act*; and,
- (d) Property (Contractor's Equipment) insurance for the Equipment.

59. The Contractor shall ensure that all the insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Contractor shall not do or omit to do anything which would impair or invalidate the insurance policies.

WORKERS' COMPENSATION

60. The Contractor shall ensure the Personnel are registered for workers' compensation coverage. The Contractor shall be liable for and shall indemnify and hold harmless ONTC from all workers' compensation assessments due by the Contractor in relation to the Services.

TERMINATION

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

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

62. **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 Force Majeure, 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 or any of its Parties or others for whom it is at law responsible, and further provided that the party

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seeking the extension submits promptly to the other party a Notice requiring the extension of time and the specific reason and expected duration of the extension.

63. **Immediate Termination.** This Agreement will terminate immediately upon:

- (a) the winding up or dissolution of the Contractor; or
- (b) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Contractor 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.

64. **Early Termination:** If this Agreement is terminated early for any reason other than those described in section 61 (a) or (d), then:

- (a) ONTC is excused from further performance under this Agreement;
- (b) any money payable by the Contractor to ONTC is immediately due and payable;
- (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if Services, already commenced by the Contractor, cannot reasonably be discontinued until such later date;
- (d) ONTC shall retain any rights, powers and remedies it has or may have against the Contractor; and
- (e) ONTC may enter an agreement with another person to provide Personnel and Equipment to complete the Services. The Contractor shall be liable for all costs incurred by ONTC in having the Services completed by another Contractor.

GENERAL

65. **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.

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

To ONTC at:

Ontario Northland Transportation Commission
555 Oak Street
North Bay ON P1B 8L3
Attention: Ryan Pelletier
T: 705-544-2292 x117
E: ryan.pelletier@ontarionorthland.ca

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With a copy to Legal Services & Corporate Governance
E: legal@ontarionorthland.ca

To the Contractor at:

XXX

Attention: XXX

T: XXX

E: XXX

or at such other address or addresses as ONTC and the Contractor may designate from time to time. The date of receipt of any such notice shall be the date of delivery.

67. **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.
68. **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.
69. **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.
70. **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 Contractor as though such section or part or parts thereof had never been included in this Agreement.
71. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes any and 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.
72. **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

SUPPLY OF OPERATOR AND EQUIPMENT

in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____

Name: Chad Evans

Title: CEO

Date _____

I have authority to bind the corporation.

XXX

Per _____

Name:

Title:

Date _____

I have authority to bind the corporation.

SCHEDULE "A"

SCOPE OF SERVICES

SCHEDULE "B"

CONTRACTOR'S SUBMISSION

SCHEDULE C

**Project-Specific Requirements for a
Proper Invoice**

To satisfy the requirements for a Proper Invoice, the following criteria, as may be applicable in each case, must be included with the Contractor's application for payment:

- (a) Be in the form of a written bill, invoice, application for payment, or request for payment;
- (b) Be in writing;
- (c) Contain the Contractor's name, telephone number and mailing address and contact information of the Contractor's project manager;
- (d) Contain the title of the Project and ONTC's contract number or purchase order number under which the work was performed and the related request for qualification, tender, or request for proposal number, as applicable;
- (e) Contain the date the written bill, invoice, application for payment, or request for payment is being issued by the Contractor;
- (f) Identify the period of time in which the labour and/or materials were supplied to ONTC;
- (g) Reference to the provisions of the Agreement under which payment is being sought (e.g. progress payment / milestone, holdback, final payment, etc.);
- (h) A description, including quantities where appropriate, of the services or materials, or a portion thereof, that were supplied and form the basis of the Contractor's request for payment;
- (i) The amount the Contractor is requesting to be paid by ONTC, set out in a statement based on the rates set out in Schedule B of the Agreement, separating out any statutory or other holdbacks, set-offs and HST;
- (j) With each application for payment after the first, a Statutory Declaration, in the form prescribed by ONTC, stating that all accounts for labour, subcontracts, Materials, Construction Equipment and other indebtedness which may have been incurred by the Contractor and for which ONTC might in any way be held responsible have been paid in full up to the previous application for payment, except for amounts properly retained as a holdback or as an identified amount in dispute;
- (k) A current Workplace Safety Insurance Board clearance certificate;
- (l) If requested by ONTC, a current and valid certificate(s) of insurance for the insurance required pursuant to the Agreement;
- (m) The following statement: "Provided this Proper Invoice complies with the requirements of the Agreement and provided no Notice of Non-Payment is issued by ONTC, payment is due within 28 days from the date this Proper Invoice is received by ONTC.";
- (n) The name, title, telephone number and mailing address of the person at the place of business of the Contractor to whom payment is to be directed;

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- (o) In the case of the Contractor's application for final payment;
 - (i) Sufficient evidence that the Contractor has delivered all warranties to ONTC;
 - (ii) Sufficient evidence that the Work Site has been left in a clean and tidy condition, including evidence that any remaining Materials, tools, Construction Equipment, temporary work, and waste products and debris have been removed from the Work Site;
 - (iii) An executed, original, Full and Final Release of all claims that may arise as a result of the Work, which Full and Final Release executed by the Contractor shall be in a form approved by ONTC;
- (p) Information identifying the authority, whether in the Contract Documents or otherwise, under which the services or materials were supplied;
- (q) Any other information that is prescribed in Schedule A or identified by ONTC as required;
- (r) The amount invoiced to date;
- (s) The percentage of the Contract Price invoiced; and
- (t) The individual value of Change Orders approved during the invoice period and the cumulative value of Change Orders for the Project.

COMPLIANCE WITH CONTRACT DOCUMENTS

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

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

APPENDIX B - RFQ PARTICULARS

A. THE DELIVERABLES

ONTC is seeking proposals from qualified contractors for the Supply of Equipment and Labour to supplement our open cut culvert replacement crew for the 2026-2028 work seasons.

Supplementing an ONTC supplied, 3-4 person Culvert and Track Maintenance crew, the work will consist of open cut pipe replacements (24-60" dia.) at depths of up to 20 feet, slope and bank stabilization projects, as well ditching and other railway R.O.W. works as required. The place of Work is over the entire ONTC rail network, which covers from North Bay to Moosonee, Hearst to Rouyn-Noranda, QC.

ONTC will require the following equipment:

Excavator

- Caterpillar 325 or equivalent, with steel track and minimum operating weight of 25,000 kg (*Note: self-propelled, railavator systems do not meet ONTC operation requirements*);
- Capable of excavation of up to 20' depth;
- 48" general purpose digging bucket complete with wide tip teeth, hydraulic thumb and rigging hook; and
- Hydraulic articulating or tilting bucket meeting same requirements as above.

Additional Equipment

- Hi-rail power cart (*Note: self-propelled, railavator systems do not meet ONTC operation requirements*);
- Hi-rail material box (including any misc. equipment for load securement and rigging);
- Pickup Truck (Hi-rail equipped, with fuel tender for excavator);
- Diesel plate packer (200lb class, 24") AND jumping jack compactor;
- Heavy duty swamp mat(s) for operating excavator on or near rail bed; and,
- Boom Truck (capable of transporting 20' pipe lengths to project site, preferably Hi-rail equipped).
- **(Optional)** Hi-rail Rotary Dump Truck

Operator

- CROR rules qualification preferred;
- knowledge in railway operations and construction methods; and,
- demonstrated experience in railway culvert replacements.

Additional Labour

Note: To be utilized by ONTC on as required basis and at ONTC's discretion throughout duration of agreement

Site Foreman

- CROR rules qualification preferred
- Knowledge in railway operation and construction methods; and,
- At least 5 years' supervisory experience with railway culvert replacements

Labourer

- CROR rules qualification preferred
- Knowledge in railway operation and construction methods

Additional Details

- 10 hours/day, 8 days on/6 days off cycle, beginning on Wednesdays. Overtime hours after 10 hours;
- **Expected start date is May of each work season, with approximate duration of 20-24 weeks;**
- Equipment transportation, fueling, mobilization and demobilization is contractor's responsibility;
- May be required to transport and distribute pipe and related track materials to various project locations as indicated above (*Optional*); and
- Actual project locations will be provided to the Successful Respondent prior to mobilization

B. MATERIAL DISCLOSURES

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

2. Pricing

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

3. Other Mandatory Submission Requirements

Bidders must be a Canadian Business or domiciled in an International Trade Partner as set out and acknowledged in the Submission Form (Appendix C).

D. MANDATORY TECHNICAL REQUIREMENTS

Not Applicable.

E. PRE-CONDITIONS OF AWARD

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

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

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the 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
1. TECHNICAL PROPOSAL			
1.0	Category 1: Experience and Qualifications	25	12.5
1.1	Company Profile/Project Team	10	
1.3	References	15	
2.0	Category 2: Qualitative Proposal	25	12.5
2.1	Business Responsiveness	10	
2.2	Specifications	5	
2.3	Local Benefit and Knowledge	5	
2.4	Health, Safety and Environmental	5	
	Sub-Total	50	
50% Minimum Threshold to be obtained in Category 1 (12.5/25) and Category 2 (10/20) to Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet this minimum threshold may not be considered further.			
2. PRICING PROPOSAL			
	Pricing	50	n/a
	Total Points	100	n/a

Technical Proposal Content Requirements

The Respondent shall provide a written proposal in PDF format. The proposal to undertake the project shall include a clear outline, including the general items listed below, 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. **Pricing is not to be provided in the Technical Proposal.**

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Experience and Qualifications
1.1	<p>Respondents shall provide a Company Profile which includes the number of years your company has provided services similar to the scope of work in this RFQ. Please describe your company's history, office locations, and description of the specific services and specialties offered. Respondents shall demonstrate a minimum of five (5) years' experience in similar industry.</p> <p>Respondents shall include a company profile for any and all Subcontractors being used for the completion of the project</p>
1.2	<p>Respondents shall provide a resume/summary of experience for each labour role that demonstrates that personnel have experience in culvert replacements on railways.</p>
1.3	<p>Respondents shall provide a minimum of three (3) references that can speak to experience in similar projects, including value, scope, materials, and construction methods that have been completed within the last five (5) years. The references shall include:</p> <ul style="list-style-type: none"> a) Company Name b) Location c) Description of Services Provided d) Start and End Dates e) Value of the Contract f) Contact Person Name, Title and Contact Details <p><i>ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above.</i></p>

2.0	Qualitative Proposal
2.1	Respondents shall ensure a contingency plan is in place in order to avoid interruptions and/or delays and detail how it intends on meeting ONTC's specific needs and expectations as identified in the scope of work.
2.2	ONTC will assign 5 points to Respondents who meet the requirements of ONTC. Respondents whose specifications are not precisely what ONTC requested but still meet general requirements, will receive no points.
2.3	Respondents shall provide a list of any local subcontractors or suppliers being used and will describe how their knowledge of local railway operations construction methods will be key factors in ensuring the successful completion of this project.
2.3	<p>Respondents shall complete the Contractor Health and Safety Responsibility Agreement and the Contractor Safety Pre-Qualification Form attached at <u>Appendix E</u> and provide associated supporting documents (i.e., WSIB Safety Record, and training and certification records, Past environmental and safety records and Hazardous Material List).</p> <p>Respondents shall also provide a copy of their Health, Safety and Environmental Protection Policy.</p> <p><i>Respondents must pass the Contractor Safety Pre-Qualification. Failure to pass may result in disqualification from the procurement process.</i></p>

G. PRICE EVALUATION METHOD

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:

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

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing by completing the attached pricing form and including it in their quotations.
- (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 respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and

set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

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

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:	

2. 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"**.

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

3. 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.

4. Building Ontario Businesses Initiative

A - "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.

B - "Canadian trade partner country" means a country that is a signatory to one or more of the following trade agreements:

- Comprehensive Economic and Trade Agreement (CETA);
- World Trade Organization's Agreement on Government Procurement (WTO-GPA);
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP); or
- Canada-UK Trade Continuity Agreement (Canada-UK TCA).

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

- Yes, my organization is a "Canadian trade partner country" as defined above.
 No, my organization is not a "Canadian trade partner country" as defined above.

5. 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.

6. 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.

7. 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.

8. Addenda

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

9. Communication with Competitors

For the purposes of this 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:

10. No Prohibited Conduct

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

11. 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:

12. 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.

13. 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.

14. 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>)."

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX D - SCHEDULE OF PRICES

Respondents must complete Appendix D - Schedule of Prices, which is attached separately.

APPENDIX E - HEALTH, SAFETY AND ENVIRONMENTAL

RFQ 2026 004 - Supply of Equipment and Labour for
ONTC Culvert Program

A. Contractor Health and Safety Responsibility Agreement

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

certify the following:

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

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

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

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

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

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

An Authorized Signing Officer _____

(Key Contact)

(Title) _____

(Telephone Number) _____

(Firm's Name) _____

(Firm's Address) _____

B. Contractor Safety Pre-Qualification Form

1. Company Identification:			ONTC Use
Company Name:	_____	Telephone:	_____
Mailing Address:	_____	Fax:	_____
	_____	E-mail:	_____
2. Form of Business:			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership:	<input type="checkbox"/> Corporation	
3. Officers:			Years with the Company
President / CEO	_____	_____	_____
Vice President	_____	_____	_____
Treasurer	_____	_____	_____
Who is the manager most responsible for health and safety?			
Name:	_____	Title:	_____
4. How many years has your business operated under its current name?			_____
5. Under Current Management Since (Date)			_____
6. Parent Company Information			
Parent Name:	_____		_____
City:	Province / State:	Postal / Zip Code:	_____
Subsidiaries:			_____
7. Insurance Contact Information			
Title:	Telephone:	Fax:	_____
Insurance			
8. Carriers: Type of Coverage: Telephone			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
9. Organization:			
Describe the nature of the work your company specialized in:			
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
<input type="checkbox"/>	_____	<input type="checkbox"/>	_____
10. Are any of the above services that you perform normally subcontracted to others?			
			<input type="checkbox"/> Yes <input type="checkbox"/> No

o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the <u>Occupational Health & Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? (<i>If no, provide a description of your plan to assure that they can safely perform their tasks</i>)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
16. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
22. Do you have a corrective action process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
23. Equipment and Manuals:			
a. Do you conduct inspections on operating equipment (e.g. excavators, cranes, forklifts, vehicles, etc.) as per regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Do you maintain operating equipment in compliance with regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Are records available upon request	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

24. Subcontractors

- | | | | |
|--|------------------------------|-----------------------------|--|
| a. Do you use health and safety performance criteria in the selection of contractors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Do you require your subcontractor to have a written health and safety program? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| c. Are your subcontractors included in | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| i. health and safety orientation | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| ii. health and safety meetings | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| iii. workplace inspections | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| iv. health and safety audits | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| d. Does the company have a policy for the termination of contracts of subcontractors who do not comply with the Occupation Health and Safety Act, regulations under the Act, contractor rules, programs, protocols policies or procedures? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| e. Does the company have a progressive discipline policy for employees and subcontractors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

25. Health and Safety Training

- | | | | |
|--|------------------------------|-----------------------------|--|
| a. Are you aware of the regulatory training requirements for your employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Have your employees received the required health and safety training? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| c. Do you have specific health and safety training for supervisors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| d. Do you keep records of health and safety training for employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| e. Are records of health and safety training available on request? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

26. Job Skills

- | | | | |
|---|------------------------------|-----------------------------|--|
| a. Have employees been trained in appropriate job skills? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Are employee job skills certified where required by regulation or industry standard? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| c. Are certificates available upon request? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

27. Health and Safety Supervision

- | | | | |
|---|------------------------------|-----------------------------|--|
| a. Does the company have a health & safety coordinator? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| b. Who is the highest ranking safety professional in the company_ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

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

Name: (Please print) _____
 Signature: _____

Title: _____
 Date: _____

APPENDIX F - SPECIFICATIONS

Respondents acknowledge that they can comply with Appendix F - Specifications.

(Check one) YES _____; NO _____

ONTC has established the minimum approximate requirements in the Specifications. These Specifications are also attached to this Appendix F and must be completed as part of the Respondent’s Proposal. Respondents shall ensure they properly document and/or attach any additional details ONTC should be aware of, in particular if the Respondent selects “Other”.

Respondents to provide details below or include as an attachment to this Appendix F additional information setting out if the Respondent will deviate in any way from the requirements identified in Appendix F - Specifications. The Respondents shall provide complete details of how they will deviate.

Description	Comply	Other	Details
Excavator			
Caterpillar 325 or equivalent, with steel track and minimum operating weight of 25,000 kg <i>(Note: self-propelled, railavator systems do not meet ONTC operation requirements)</i>			
Capable of excavation of up to 20’ depth			
48” general purpose digging bucket complete with wide tip teeth, hydraulic thumb and rigging hook			

Hydraulic articulating or tilting bucket meeting same requirements as above			
Additional Equipment			
Hi-rail power cart <i>(Note: self-propelled, railavator systems do not meet ONTC operation requirements)</i>			
Hi-rail material box (including any misc. equipment for load securement and rigging)			
Pickup Truck (Hi-rail equipped, with fuel tender for excavator)			
Diesel plate packer (200lb class, 24") <u>AND</u> jumping jack compactor			
Heavy duty swamp mat(s) for operating excavator on or near rail bed			
Boom Truck (capable of transporting 20' pipe lengths to project site, preferably Hi-rail equipped)			
(Optional) Hi-rail Rotary Dump Truck			