

October 13, 2026

Addendum No. 01

File Reference Number: RFQ 2026 078

Title: Purchase of Twenty (20) Stop Blocks

RE: Clarifications/Questions

QUESTIONS:

Item 1: Please confirm the required impact height, measured from the top of the rail.

Answer: The RFQ is for the supply and delivery of Stop Blocks only. ONTC has not specified a required impact height. Respondents shall provide a Stop Block that meets the requirements set out in the RFQ.

Item 2: Please confirm whether the impact locations are situated on straight track or curved track. If on curved track, please provide the applicable track radius.

Answer: All proposed installation locations are on straight track.

Item 3: Please confirm the required coupler dimensions and provide any available drawings or details.

Answer: ONTC does not have coupler drawings available for issue under this RFQ. Respondents shall provide a Stop Block that is compatible with the intended railway application and complies with the requirements of the RFQ.

Item 4: Please confirm whether there are any special coating requirements for the end stops, including but not limited to hot-dip galvanizing (HDG) or epoxy paint.

Answer: No specific coating requirement is prescribed under the RFQ. Respondents may propose their standard coating system, provided it is suitable for outdoor railway service conditions and supports the durability requirements of the proposed Stop Block.

Item 5: Please confirm whether the end stops are required to be insulated.

Answer: Insulation is not specified as a requirement under the RFQ.

Item 6: Please confirm whether there are any limitations or constraints related to the available installation space.

Answer: Installation is not included in the scope of this RFQ. Respondents are to provide and deliver Stop Blocks in accordance with the specifications set out in the RFQ.

Item 7: Please confirm the insurance coverages and minimum coverage limits required under the Contract, as referenced in Appendix B, Section E, which states that insurance certificates must be provided as specified in the Draft Agreement.

Answer: The Draft Agreement does not prescribe any specific insurance coverages or minimum coverage limits. Accordingly, there are no mandatory insurance requirements associated with this procurement.

Item 8: For a Respondent acting as a reseller and arranging delivery and unloading through a named carrier, with no track installation services being performed by the Respondent, please confirm which Appendix H documents are required to be completed by the Respondent and which documents, if any, are required to be completed by the carrier and/or any on-site warranty contractor.

Answer: The Respondent is responsible for completing and submitting all required Appendix H documentation as part of its submission. Where the Respondent proposes to utilize subcontractors in the performance of the Contract, those subcontractors shall be identified in the Respondent's submission, as applicable.

For clarity, a third-party carrier engaged solely for the transportation and delivery of the Stop Blocks is not required to complete a separate Appendix H submission.

Item 9: Please confirm the applicable Contract term, noting that Section 1.5.2 of the RFQ states that the term ends upon completion of the Work and/or December 31, 2026, while Clause 5 of the Draft Agreement references a three (3) year term with two optional extensions, and the delivery evaluation criteria permit delivery dates in 2027.

Answer: ONTC acknowledges the discrepancy identified. The Draft Agreement has been revised to reflect the intended term of the Contract, and the delivery schedule requirements have been corrected.

Respondents shall refer to the revised Agreement attached to this Addendum at Appendix A and the revised delivery schedule issued herein. These revised documents form part of the RFQ and supersede the previously issued provisions to the extent of any inconsistency.

Item 10: Please confirm the commencement date of the minimum one (1) year warranty period.

Answer: The minimum one (1) year warranty period shall commence upon delivery and acceptance of the Stop Blocks by ONTC.

Item 11: Would ONTC consider extending the submission deadline?

Answer: Yes. ONTC will extend the submission deadline by **one (1) week**. The revised submission deadline is now **Wednesday, October 28, 2026 at 2:00:00 p.m. local time.**

Please ensure that your submission has been uploaded on MERX no later than the revised closing date and time.

Please find below revised Section 1.6.1 – Key Dates:

Issue Date of RFQ	Friday, September 18, 2026
Deadline for Questions	Wednesday, October 14, 2026 at 2:00 p.m. local time
Deadline for Issuing Addenda	Tuesday, October 20, 2026 at 6:00 p.m. local time
Submission Deadline	Wednesday, October 28, 2026 at 2:00 p.m. local time
Rectification Period	Three (3) business days
Anticipated Ranking of Respondents	Friday, November 06, 2026
Anticipated Execution of Agreement	Monday, November 23, 2026

This Addendum hereby forms part of the RFQ.

Regards,

Brinda Ranpura
Procurement Contracts Specialist
brinda.ranpura@ontarionorthland.ca

“Appendix A”

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

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“ONTC”)

- and-

XX

(the “Supplier”)

THE PARTIES AGREE AS FOLLOWS:

INTERPRETATION

1. **Definitions.** In this agreement, the following terms have the corresponding meanings:

“**Agreement Date**” means the date this agreement is signed by the last party to sign it, as determined by the dates indicated with the parties’ signatures;

“**Change Order**” has the meaning set out in Section 11;

“**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;

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

“**Delivery Date**” or “**Delivery Dates**” has the meaning set out in Section 13;

“**Disclosing Party**” means the party disclosing Confidential Information;

“**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;

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

“**Force Majeure**” means an event or a cause beyond the control of a party, which may include war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, earthquake, flood, act of God, accident, fire, nuclear or other explosion, disease, epidemic, pandemic, quarantine restriction, strike, lockout or other labour disturbance, supply chain disruptions, governmental embargo, or changes to any acts, orders, legislation, regulations, directives, or priorities of any government or other public authority; provided such event is not caused by the affected

party's negligence or failure to exercise reasonable diligence. A Force Majeure event or cause does not include an inability to pay or a lack of financial resources unless it is due to a failure of the province to approve the appropriation from the Consolidated Revenue Fund for the Goods;

"Goods" means XXX and any other supplies, materials, equipment or other things required to be furnished or delivered as specified in Schedule A (Specifications) and Schedule B (Supplier's Proposal);

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

"Intellectual Property Rights" means domestic and foreign intellectual property rights including: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications, (ii) copyrights, copyright registrations and applications for copyright registration, (iii) mask works, mask work registrations and applications for mask work registrations, (iv) designs, design registrations, design registration applications and integrated circuit topographies, (v) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, (vi) trade secrets, proprietary information, know-how, technology, business ideas, drawings, and specifications relating to the business, and (vii) the right to commence legal proceedings with respect to the past or present infringement of the foregoing, including the right to recover all damages and profits, as provided for herein;

"Loss" includes loss, liability, damage, cost, expense, legal cost and disbursement;

"Notice" includes notification or communication required or permitted to be given by one party to the other party under this agreement;

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

"Receiving Party" means the party receiving Confidential Information, and includes all Insiders of that party;

"Subcontractor" means a person who contracts with the Supplier or another Subcontractor for the performance of any part of the Supplier's obligations under the agreement;

"Supplier Parties" includes the Supplier and its officers, directors, employees, contractors and agents and those for whom the Supplier is in law responsible; and

"Term" has the meaning set out in Section 5.

Agreement Specifics

2. **Retainer.** ONTC hereby retains the Supplier to provide the Goods subject to the provisions of this Agreement. This is a non-exclusive retainer and ONTC may retain additional suppliers to supply the same or similar Goods.
3. **Description of the Goods.** The Goods to be supplied under this agreement are **XXX** as described in and in such quantities as set out in Schedule A (Specifications for Goods) and Schedule B (Supplier's Proposal).
4. **Contract Price.** ONTC shall pay the Supplier for the Goods to be supplied under this agreement the amount of **XX** (the "**Contract Price**"), more particularly set out in Schedule B.
5. **Duration of this Agreement.** This Agreement shall remain in effect until completion of delivery of the Goods and completion of all of the Supplier's obligations hereunder, unless terminated earlier in accordance with this agreement (the "Term").
6. **Contract Documents.** The contract documents include the following:
 - (a) this agreement;
 - (b) any Change Orders or amendments;
 - (c) specifications for Goods (Schedule A);
 - (d) supplier's Proposal (Schedule B); and,
 - (e) any other documents incorporated by reference in any of the foregoing(the "**Contract Documents**").
7. **Precedence.** Subject to any contrary intention elsewhere in this agreement, in case of any inconsistency or conflict between the parts of the Contract Documents, such parts shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
 - (a) Change Orders or amendments;
 - (b) the body of this agreement;
 - (c) Schedule A (Specifications);
 - (d) Schedule B (Supplier's Proposal); and,
 - (e) any other documents incorporated by reference in any of the foregoing.
8. **Prior to Provision of the Goods.** Immediately after the Effective Date, the Supplier shall provide to ONTC proofs of compliance required under this agreement or in the procurement documents.
9. **Standard of Care.** The Supplier shall:
 - (a) provide the Goods in accordance with all Environmental Laws and other applicable laws and the Contract Documents;

- (b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Goods of a similar nature to the Goods; and,
 - (c) ensure any equipment used by the Supplier or by its Subcontractors at ONTC's premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties,
- (collectively, the "**Standard of Care**").
10. The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care. The Supplier shall exercise such Standard of Care in respect of any products, personnel or procedures which it may provide to ONTC.
11. **Changes.** Changes of any kind to the design or specifications for the Goods shall only be made by the Supplier upon receipt of a written change order signed by an authorised member of each Party (each, a "**Change Order**"). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change. A Change Order shall represent the full amount payable for all costs associated with the change or changes for which it was issued. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorised in advance by ONTC by way of a Change Order.
12. **Defective Goods.** The Supplier shall promptly correct Defects in the Goods at its expense whether or not the Defect is the result of poor workmanship, use of Defective products or damage through carelessness or other act or omission of the Supplier.

Delivery and Acceptance

13. The Supplier shall deliver the Goods as soon as possible but in no event later than December 31, 2026 (the "Delivery Date"). The Supplier shall be responsible for delivery of the Goods to the location specified by ONTC on the Delivery Date. The Delivery Date may only be changed by the written consent of ONTC. The Supplier shall pay all costs incurred in connection with the shipping and delivery of the Goods including all duties, excise taxes and brokerage fees. The risk of loss or damage to the Goods during delivery and prior to the delivery to ONTC's location shall be with the Supplier.
14. ONTC shall do a preliminary inspection and receive the Goods upon delivery to the ONTC location. The Supplier acknowledges that:
- (a) ONTC may only be able to visually inspect the Goods upon delivery and receipt;
 - (b) any Defects in the Goods may not be discoverable until installation work or the use of the Goods has commenced;
 - (c) ONTC shall not be deemed by receiving the Goods to have accepted Defects, if any, in the Goods or to have waived its rights for remedies for Defective Goods; and,
 - (d) the remedies of ONTC relating to Defective Goods under this agreement or under applicable laws will be available to ONTC until the Goods are installed.

15. If ONTC determines, acting reasonably, that any Goods provided by the Supplier, even if ONTC has already received them, do not comply with ONTC's specifications or are Defective, then ONTC may:
 - (a) keep the Goods and adjust the Contract Price to reflect the diminished value of the Goods, as determined by ONTC, acting reasonably; or
 - (b) reject the Goods and return them (or require the Supplier to retrieve or undo them) at the Supplier's expense and either require the Supplier to replace them at the Supplier's cost or terminate that quantity of the Goods and adjust the Contract Price accordingly. If ONTC rejects the Goods, it shall not be responsible for any re-stocking charge.
16. If the Goods are rejected by ONTC, the Supplier shall be responsible for all costs incurred by ONTC as a result of any delay in ONTC completing the work related to the installation of the Goods as if the Goods had not been delivered on the Delivery Date as described in section 16. Provided that the Supplier shall not be responsible for any delays caused by a failure by ONTC to complete the inspections, referenced in section 16, in a timely manner.
17. While on ONTC premises, the Supplier shall comply with ONTC's health and safety policies and procedures, as amended from time to time, including its Fit for Duty Policy.

Title and Risk

18. Subject to any contrary intention in the Contract Documents, title to all Goods and all risk of damage or loss thereto shall pass to ONTC on the date the Goods are delivered to ONTC's location and received by ONTC.

Time is of the Essence

19. The parties agree that time is of the essence in this agreement and the Goods must be delivered to ONTC on the Delivery Dates and in the quantities specified in Schedule A, as amended by a Change Order, if any.
20. The Supplier acknowledges that ONTC will suffer damages if the Goods are not delivered to ONTC on the Delivery Date or if the Goods have Defects that delay the installation of the Goods. The Supplier shall be responsible for all damages suffered by ONTC as a result of the failure to deliver the specified quantity of Goods on the Delivery Date or a delay in the installation of the Goods due to Defects. Notwithstanding any other provision of the Contract Documents, these damages shall include, but not be limited to, the cost to ONTC, including the cost of internal resources, to obtain alternate Goods, any losses to ONTC due to a delay in obtaining alternate Goods, additional labour costs, and additional costs requested by ONTC contractors installing the Goods.

Intellectual Property

21. The Supplier is responsible for obtaining all approvals and licenses with regarding to any Intellectual Property associated with the Goods.
22. The Supplier shall be liable for and fully indemnify and hold harmless ONTC against any liability, whether direct or indirect, arising out of a claim by any third party against ONTC alleging that the Goods and their use by ONTC, infringes any Intellectual Property Rights. In the event that

an injunction is obtained against ONTC's use of the Goods because of infringement of a third party's Intellectual Property Rights, in addition to any other remedy available to ONTC, the Supplier shall replace the Goods to the satisfaction of ONTC so that they become non-infringing.

Warranty

23. The Supplier warrants that the Goods will: (i) be of good quality and workmanship; (ii) conform to the specifications and/or standards in the Contract Documents; (iii) comply with all Environmental Laws and applicable local, provincial and federal laws and regulations; (iv) be free from Defects in design, materials and workmanship; and (v) be fit for the intended purpose.
24. ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Goods and the Supplier shall assign all such warranties to ONTC on the same terms in which these warranties have been provided to the Supplier, to the extent such warranties permit assignment. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

Deliverables

25. The Supplier shall, at the time of delivery of the Goods, provide to ONTC, the following:
 - (a) warranty information; and,
 - (b) maintenance kit, if applicable.

Amounts Chargeable in Respect of the Goods

26. The Supplier may charge ONTC, for the provision of the Goods amounts not greater than the Contract Price and any Change Orders/amendments. The Supplier shall submit an invoice to its ONTC Contact Person and to pay.inv@ontarionorthland.ca.

Payment

27. ONTC shall pay the Supplier for the Goods within 30 days of receipt of an invoice and required backup materials from the Supplier, subject to any dispute or right of set off by ONTC.
28. Whenever any amount is recoverable from or payable by the Supplier to ONTC pursuant to the Contract Documents, ONTC may deduct this amount from any amount due to the Supplier.

Final Invoice

29. As of the date of submission of the final invoice, the Supplier expressly waives and releases ONTC from any further claims against ONTC, related to the Contract Documents, except those claims stated in the final invoice and those claims made in writing prior to the date of submission of the Supplier's final invoice and still unsettled.

Force Majeure

30. Neither party shall be liable to the other for any delay in or failure to perform its obligation under this agreement (other than non-payment of money by ONTC to the Supplier) if any such delay or failure is due to Force Majeure. If a party becomes aware of an event of Force Majeure affecting its ability to perform its obligations under this Agreement, it shall give the other party oral notice within two business days of the event of Force Majeure, and, in addition, written Notice, together with a proposed plan of corrective action to resolve or minimize the effect of the event of Force Majeure, within five (5) Working Days of the event of Force Majeure.
31. If there is an event of Force Majeure, the party claiming such event shall:
 - (a) complete the performance of its obligations as soon as possible after the event of Force Majeure is removed;
 - (b) make all reasonable efforts to mitigate the effect of the event of Force Majeure on the other party; and,
 - (c) not treat other parties with whom it contracts more favourably where its obligations to such other parties are affected by the same event of Force Majeure.
32. For each full day of Force Majeure, the Delivery Date shall be extended by a full day.
33. If the failure to perform an obligation hereunder is due to an event of Force Majeure which continues for a period in excess of 60 continuous days, either party may terminate this agreement effective upon Notice to the other party and ONTC shall pay the Supplier for the prorated value of the Goods supplied to the date of termination. This amount shall be the sole remedy of the Supplier for the termination of the agreement pursuant to this section.

Early Termination

34. ONTC may, for cause, terminate this agreement if the Supplier defaults in the performance of any of the terms and conditions of this agreement or with any proper order or request of ONTC by providing written notice to the Supplier of the particulars of the default. If the Supplier fails to remedy the default within ten days from the date of delivery of the Notice, ONTC shall have the right, at its sole option, to terminate this agreement forthwith by providing written Notice to the Supplier.
35. The Supplier may terminate this agreement upon at least ten days' Notice if ONTC fails to make payment that is due and payable within the payment period in accordance with the agreement and ONTC failing to remedy such breach within seven days of receiving written Notice of the breach.
36. The parties may, by mutual written agreement, terminate this agreement at any time.
37. This agreement will terminate immediately upon:
 - (a) The dissolution of the Supplier; or,

- (b) Subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.
38. If this agreement is terminated early in accordance with sections 34 or 36, then:
- (a) ONTC is excused from further performance under this agreement;
 - (b) Any money payable by the Supplier 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; and,
 - (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier.

General Confidentiality Requirements

- 39. The Receiving Party shall ensure that all of the Receiving Party's Parties comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any of the Receiving Party's Parties to do so.
- 40. The Receiving Party shall use Confidential Information only for the purposes of this agreement.
- 41. The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
- 42. Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.

Keeping Confidential Information Confidential

- 43. Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
- 44. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
- 45. The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

Disclosing Confidential Information

- 46. The Receiving Party may disclose Confidential Information if:
 - (a) the Disclosing Party approves in writing;

- (b) the Receiving Party is required by law to disclose it; or,
 - (c) the Confidential Information is generally and publicly available.
47. If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
48. The Supplier 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 Confidential Information.

Breach of Confidentiality

49. If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give written Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
50. If a party were to breach the provisions of this agreement relating to Confidential Information, the harm that would be suffered by the other party would not be compensable by monetary damages alone. Therefore, either party may, in addition to any other remedies, seek an injunction against any breach or threatened breach by the other party of any provision relating to Confidential Information.

Indemnity and Limitation of Liability

51. **General Indemnity.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or Supplier Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.
52. **Specific Indemnities.** The Supplier shall indemnify ONTC and ONTC Parties and save them harmless from and against all Losses incurred by ONTC arising from:
- (a) any claim by any third party against ONTC alleging that the Goods and their use by ONTC infringes any Intellectual Property Rights;
 - (b) any claim against ONTC arising from the failure of the Supplier to protect the confidentiality of Confidential Information; and,
 - (c) safety infractions committed by the Supplier under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.

53. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person while delivering the Goods and for any damage caused to ONTC's physical property by an act or omission of the Supplier or a Supplier Party.
54. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the delivery of the Goods unless caused by the negligent act or omission of ONTC or ONTC Parties.
55. **Waiver.** The Supplier 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 Supplier or Supplier Parties and for any loss or damage of the Supplier 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) Neither party shall be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a party has been advised of the possibility of such damages; and,
 - (b) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.
57. **Survival.** The sections in this part "Indemnity and Limitation of Liability" shall survive the expiry or termination of this Agreement.

Communications

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

Other Warranties

59. **Anti-Corruption.** The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Supplier.
60. **Bribery.** The Supplier warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Supplier becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Supplier shall report the incident to ONTC immediately.
61. **Forced Labour.** The Supplier warrants that it is unaware of any forced labour or child labour being used at any step of the production of goods produced or services purchased or distributed by it in Canada or elsewhere or for the production of goods or services imported by the Supplier. The Supplier warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Supplier shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023 c.9.
62. **Sanctions.** In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette, Part II. It is the only text which is authoritative. The Supplier shall comply with any such regulations that are in force on the effective date of the Agreement and will require such compliance by its first-tier subcontractors.
63. **Reliance.** ONTC relies on the warranties from the Supplier in sections 52 to 55 in entering into the Agreement, and any breach of such undertaking shall entitle ONTC to terminate the Agreement for default and to recover damages from the Supplier, including excess re-procurement costs.

General

64. **Notices:** A party giving Notice shall give it in writing and shall send it by personal delivery, email or prepaid courier to the other party's contact person at an address of the other party provided for in this agreement.
65. The initial contact person and contact address for the parties are:

Ontario Northland Transportation Commission

Attention:

555 Oak Street East
North Bay, ON P1B 8L3

E

P

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

XX
Attention: XX
XX
XX
T:
E:

66. A Notice sent by:
- (a) Personal delivery is deemed to be delivered on the date it is personally delivered;
 - (b) Email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt; and
 - (c) Prepaid Courier is deemed to be delivered two days after the date it is consigned to the courier.
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:** The Supplier is an independent contractor of ONTC. The Supplier shall not, except as ONTC may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of ONTC, or bind ONTC in any respect whatsoever. The Supplier is not a partner, joint venturer, agent or employee of ONTC.
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 Supplier as though such section or part or parts thereof had never been included in this Agreement.
71. **Survival:** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
72. **Entire Agreement:** The Contract Documents constitute the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous commitments, representations, warranties, arrangements, understandings agreements, and

negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Agreement Date.

73. **Counterparts, Electronic Signatures and Electronic Delivery.** This Agreement may be executed with 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 duly executed this Agreement.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____

Name: Jonathan Corely

Title: VP Rail Operations

Date: _____

I have authority to bind the corporation.

XXX

Per: _____

Name:

Title:

Date: _____

I have authority to bind the corporation.

Schedule A
Specifications for the Goods

Schedule B
Supplier's Proposal