



**ONTARIO NORTHLAND**

**TRANSPORTATION COMMISSION**

**Request for Proposals No. RFP 2025 038**

**For**

**Moose River Waste Disposal Site, Geo-Environmental  
Investigation and Decommissioning Planning**

**REPLY BY DATE: Thursday, May 29, 2025 at 2:00:00 p.m.**

**Primary Contact:**

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## Table of Contents

<b>PART 1 REQUEST FOR PROPOSALS .....</b>	<b>1</b>
<b>SECTION 1 - INTRODUCTION.....</b>	<b>2</b>
1.1    General .....	2
1.2    Ontario Northland Transportation Commission.....	3
<b>SECTION 2 - THE RFP DOCUMENTS.....</b>	<b>4</b>
2.1    Request for Proposals Documents .....	4
2.2    Priority of Documents .....	5
2.3    Distribution of Documents - Electronic Distribution .....	5
2.4    Information Provided by ONTC.....	5
<b>SECTION 3 - THE RFP PROCESS .....</b>	<b>6</b>
3.1    RFP Process .....	6
3.2    Questions and Communications Related to the RFP Documents .....	6
3.3    Addenda/Changes to the RFP Documents .....	7
3.4    Respondents' Meeting.....	7
3.5    Prohibited Contacts .....	8
3.6    Media Releases, Public Disclosures, Public Announcements and Copyright .....	9
3.7    Confidentiality and Disclosure Issues - Respondent Information.....	9
3.8    Confidential Information.....	10
3.9    Governing Laws and Attornment .....	11
3.10    Licenses and Permits .....	12
3.11    Respondents' Costs .....	12
3.12    Delay and Costs of Delay .....	12
3.13    Clarification and Verification of Respondent's Proposal.....	13
3.14    Two-Envelope Process.....	13
<b>SECTION 4 - PROPOSAL CONTENT AND FORMAT .....</b>	<b>14</b>
4.1    Format and Content of Proposal.....	14
4.2    Proposal Submission Form.....	15
4.4    References and Past Performance Issues.....	16
4.5    Conflict of Interest .....	16
<b>SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION .....</b>	<b>17</b>
5.1    Submission of Proposals and Late Proposals.....	17
5.2    Late Proposals .....	19

5.3	Withdrawal of Proposals .....	19
5.4	Amendment of Proposals .....	19
5.5	Proposal Irrevocability .....	19
5.6	One Proposal per Person or Entity .....	19
<b>SECTION 6 - PROPOSAL EVALUATION .....</b>		<b>20</b>
6.1	Evaluation Team .....	20
6.2	Evaluation of Proposals .....	20
<b>SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS.....</b>		<b>20</b>
7.1	ONTC's Discretion.....	21
7.2	Disqualification .....	22
7.3	General Rights of ONTC .....	23
<b>SECTION 8 - AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT .....</b>		<b>24</b>
8.1	Finalization of the Agreement .....	24
8.2	Notification If Successful or Not.....	25
8.3	Debriefing .....	25
<b>SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTC .....</b>		<b>26</b>
9.1	Limit on Liability .....	26
9.2	Power of Legislative Assembly .....	26
9.3	RFP Not a "Bidding Contract" or a Tender .....	27
<b>SECTION 10 - VENDOR PERFORMANCE .....</b>		<b>27</b>
10.1	General .....	27
10.2	Vendor Performance Evaluation .....	27
10.3	Vendor Ratings for Proposal Evaluation Purposes .....	27
<b>SECTION 11 - TRANSPARENCY AND FAIRNESS .....</b>		<b>27</b>
11.1	General .....	27
<b>SECTION 12 - INTERPRETATION.....</b>		<b>28</b>
12.1	General .....	28
<b>PART 2 REQUEST FOR PROPOSALS - SUMMARY OF REQUIREMENTS.....</b>		<b>1</b>
SCHEDULE 2-A RFP DATA SHEET.....		2
SCHEDULE 2-B PARTICIPATION REGISTRATION FORM .....		7

<b>PART 3 REQUEST FOR PROPOSALS - SPECIFICATIONS.....</b>	<b>1</b>
SCHEDULE 3-A-1 SCOPE OF WORK .....	2
SCHEDULE 3-A-2 ISSUE FOR TENDER DOCUMENTS .....	6
<b>PART 4 REQUEST FOR PROPOSALS - FORM OF PROPOSAL .....</b>	<b>1</b>
<b>PART 5 REQUEST FOR PROPOSALS - DRAFT AGREEMENT.....</b>	<b>1</b>



**PART 1**

**REQUEST FOR PROPOSALS**

## SECTION 1 - INTRODUCTION

### 1.1 General

(1) Ontario Northland Transportation Commission (“ONTC”) is issuing this Request for Proposals (“RFP”) to obtain proposals from a service provider(s) for the provision of the goods and/or services described in the RFP Specifications (the “**Goods and/or Services**”).

(2) In this RFP:

**“Applicable Laws”** means the statutes, regulations, orders, by-laws and other laws of Ontario, Quebec, Manitoba, Canada and any municipal government relevant to the RFP and the subject matter of the RFP;

**“Addendum”** means the written supplementary information provided to potential Respondents prior to the Submission Deadline, which information becomes part of the RFP Documents;

**“Business Day”** means any day except Saturday, Sunday or a statutory holiday;

**“Final Agreement”** means the agreement for the supply of the Goods and/or Services entered into by ONTC and the Successful Respondent;

**“Material”** means a document or information that must be included in the Proposal including without limitation the information requested in the RFP Data Sheet, and is essential to allow ONTC to evaluate a Proposal and that if not included will result in the disqualification of the Proposal;

**“Non-compliant”** means the Proposal or the Respondent does not meet a requirement of the RFP Documents;

**“Proposal”** means the response to the RFP submitted by a Respondent to ONTC;

**“Respondent(s)”** means the entity submitting a Proposal and includes prospective respondents, whether or not that entity submits a Proposal. If the context requires it, “Respondent(s)” includes any of the Respondent’s respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, or representatives;

**“RFP Data Sheet”** means the information and requirements contained in Schedule 2-A of Part 2;

**“RFP Documents”** means the documents listed in RFP Section 2.1 (1) and any additional documents issued through Addenda;

**“Short-listed Respondent(s)”** means the Respondent(s) selected to proceed to the next step in the evaluation process pursuant to section 6.2 (2) of the RFP;

**“Substantially Compliant(s)”** means Proposal does not meet the requirements of the RFP Documents; however, the Proposal includes all of the Material items, as identified in the RFP Data Sheet;

**“Successful Respondent(s)”** means the Respondent(s) selected by ONTC to enter into the Final Agreement.

(3) The process to select the Short-listed Respondents for the supply of the Goods and/or Services (the **“RFP Process”**) will commence with the issuance of these RFP Documents and will terminate at the earlier of:

- (a) when ONTC and the Successful Respondent(s) execute the Final Agreement; or,
- (b) upon the termination of the RFP Process in accordance with the terms and conditions of this RFP.

## 1.2 Ontario Northland Transportation Commission

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 part of ONTC’s service offering. ONTC’s unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario by remanufacturing and repairing locomotives, passenger rail cars, freight cars, and more.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations in mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 900 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.

## **SECTION 2 - THE RFP DOCUMENTS**

### **2.1 Request for Proposals Documents**

(1) The Request for Proposals documents consist of:

Part 1 - Request for Proposals

Part 2 - Requests for Proposals Summary of Requirements

- (a) Schedule 2-A - RFP Data Sheet
- (b) Schedule 2-B - Participation Registration Form

Part 3 - RFP Specifications

- (a) Schedule 3-A-1 - Scope of Work
- (b) Schedule 3-A-2 - Issue for Tender Documents

Part 4 - Form of Proposal

- (a) Proposal Form 1 - Proposal Submission Form
- (b) Proposal Form 2 - Respondent's General Information
- (c) Proposal Form 3 - Acknowledgment to Comply with Part 3 - Request for Proposals Specifications
- (d) Proposal Form 4 - References
- (e) Proposal Form 5 - Compliance with Contract Documents
- (f) Proposal Form 6 - Health, Safety and Environment
- (g) Proposal Form 7 - List of Equipment
- (h) Proposal Form 8 - Technical Submission Instructions
- (i) Proposal Form 9 - Claims

Part 5 - Draft Agreement

(2) The RFP Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

(3) Respondents shall verify the RFP Documents for completeness upon receipt and shall inform the Contact Person (identified in RFP Section 3.2(7)), immediately:

- (a) should any documents be missing or incomplete; or
- (b) upon finding any discrepancies or omissions.

- (4) Complete sets of the RFP Documents are available at our company website at [www.ontarionorthernland.ca](http://www.ontarionorthernland.ca) and MERX.
- (5) The RFP Documents are made available only for the purpose of Respondents submitting Proposals. Availability and/or use of the RFP Documents do not confer a license or grant for any other purpose.

## **2.2 Priority of Documents**

- (1) If there are any inconsistencies between the terms, conditions or other provisions of the RFP Documents, the order of priority of RFP Documents, from highest to lowest, shall be:
  - (a) Any Addenda modifying the RFP Documents issued during the RFP Process;
  - (b) The RFP Data Sheet;
  - (c) Part 1 - Request for Proposals;
  - (d) Part 3 - Specifications; and
  - (e) Any other RFP Documents.

## **2.3 Distribution of Documents - Electronic Distribution**

- (1) ONTC will use an online electronic distribution system to distribute all RFP Documents.
- (2) Respondents are solely responsible for making appropriate arrangements to receive and access the RFP Documents through that electronic distribution system.

## **2.4 Information Provided by ONTC**

- (1) Respondents are solely responsible for conducting their own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of their Proposal, negotiation or finalization of the Final Agreement and the subsequent delivery of all the Goods and/or Services to be provided by the Successful Respondent(s). Nothing in the RFP Documents is intended to relieve the Respondent(s) from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by ONTC or its representatives for the completeness or accuracy of any information presented in the RFP Documents, if any, during the RFP Process or during the term of the Final Agreement. By submitting a Proposal, Respondents agree that ONTC and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents or otherwise provided by ONTC or its representatives during the RFP Process or during the term of the Final Agreement.

## SECTION 3 - THE RFP PROCESS

### 3.1 RFP Process

- (1) The deadline for the submission of Proposals (the “**Submission Deadline**”) is set out in the RFP Data Sheet.
- (2) ONTC may amend, extend or shorten any of the dates and/or times prescribed in this RFP, at any time, at its sole discretion, including without limitation the Submission Deadline. If ONTC extends the Submission Deadline, all requirements applicable to Respondents will thereafter be subject to the new, extended Submission Deadline.

### 3.2 Questions and Communications Related to the RFP Documents

- (1) Respondents shall submit all questions, requests for clarifications, and other communications regarding the RFP Documents and the RFP Process by email to the Contact Person set out in section 3.2(7) no later than four (4) full Business Days before the Submission Deadline.
- (2) ONTC will endeavor to provide the Respondents with written responses to questions that are submitted in accordance with this RFP Section 3.2, by no later than two (2) full Business Days before the Submission Deadline. Responses to any questions or requests for clarifications, will be collected and distributed with answers to be delivered to all Respondents who have submitted the Participation Registration Form by way of emailed addenda from ONTC in accordance with the timeline set out in this Section 3.2(2).
- (3) The responses to questions form part of the RFP Documents.
- (4) ONTC may, in its sole discretion:
  - (a) answer questions that ONTC deems to be similar from various Respondents only once;
  - (b) edit any question(s) for the purpose of clarity;
  - (c) respond to questions submitted after the deadline for submission of questions if ONTC believes that such responses would be of assistance to the Respondents generally; and,
  - (d) exclude any questions that, in the sole opinion of ONTC, are ambiguous, incomprehensible, or are deemed by ONTC to be immaterial to the RFP Process, the RFP Documents, or the Goods and/or Services.
- (5) If Respondents find discrepancies, omissions, errors, departures from laws, by-laws, codes or good practice, or information considered to be ambiguous or conflicting, they shall bring them to the attention of the Contact Person in writing, and not less than four

(4) full Business Days before the Submission Deadline, so that ONTC may, if ONTC deems it necessary, issue instructions, clarifications or amendments by addendum to all Respondents prior to the Submission Deadline. ONTC will endeavor to, but is not required to, issue such Addenda at least two (2) full Business Days prior to the Submission Deadline. It is the Respondents' responsibility to seek clarification from ONTC of any matter it considers to be unclear in the RFP Documents or the description of the Goods and/or Services and the Respondent(s) may seek clarification in accordance with this Section 3.2. Neither ONTC nor the Government of Ontario shall be responsible for any misunderstanding by a Respondent of the RFP Documents, the RFP Process or the Goods and/or Services.

(6) If ONTC gives oral answers to questions at any meeting (Section 3.4), these answers will not be considered final, and may not be relied upon by any of the Respondents, unless and until such answers are provided by way of an addendum in accordance with this Section 3.2.

(7) The Contact Person designated by ONTC for this RFP is ***Nicole Laplante, Manager, Public Procurement, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 ext. 588, [nicole.laplante@ontariorthland.ca](mailto:nicole.laplante@ontariorthland.ca)*** (the "Contact Person"). The above Contact Person is the sole contact for this RFP. A Respondent may be disqualified where contact is made with any person other than the Contact Person.

(8) ONTC will not be responsible for statements, instructions, clarifications, notices or amendments communicated orally by ONTC to one or more of the Respondents. Statements, instructions, clarifications, notices or amendments by ONTC, which affect the RFP Documents, may only be made by addendum.

### **3.3 Addenda/Changes to the RFP Documents**

(1) ONTC may, in its sole discretion, amend, supplement, or change the RFP Documents prior to the Submission Deadline. ONTC shall issue amendments, supplements, or changes to the RFP Documents by Addendum only. No other statement or response(s) to questions, whether oral or written, made by ONTC or any ONTC advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, shall amend, supplement or change the RFP Documents. Addenda will be distributed in the same manner as the RFP and shall become part of the RFP Documents.

(2) Respondents are solely responsible for ensuring that they have received all Addenda issued by ONTC. Respondents may, in writing by email to the Contact Person, seek confirmation of the number of Addenda, issued under this RFP.

### **3.4 Respondents' Meeting**

(1) To assist Respondents in understanding the RFP Documents, and the RFP Process, ONTC may conduct an information meeting (the "**Respondents' Meeting**") for all Respondents. Whether or not ONTC will conduct a Respondents' Meeting is set out in the

RFP Data Sheet. If ONTC is conducting a Respondents' Meeting, the meeting will be held on the date and at the time and location set out in the RFP Data Sheet.

- (2) Attendance by Respondents at a Respondents' Meeting may not be mandatory but, if one is held, Respondents are strongly encouraged to attend. Whether or not the Respondents' Meeting is mandatory will be identified on the RFP Data Sheet. When a Respondents' meeting is mandatory, all attending persons or entities will be required to sign the "Site Meeting Log" to confirm their attendance and provide a valid email address for the purpose of receiving information.
- (3) If ONTC gives oral answers to questions at the Respondents' Meeting, these answers will not be considered final and may not be relied upon by any of the Respondents, unless and until such answers are provided by way of an Addendum in accordance with Section 3.2.
- (4) If pre-registration for the Respondents' Meeting is necessary, the deadline for registration will be set out in the RFP Data Sheet and details regarding the registration process will be set out in the RFP Data Sheet.

### **3.5 Prohibited Contacts**

- (1) Respondents and their respective advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFP Process.
- (2) Without limiting the generality of Section 3.5(1) above, neither Respondents nor any of their respective advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:
  - (a) any member of the Evaluation Team (as defined in Section 6.1), except the Contact Person;
  - (b) any advisor to ONTC or the Evaluation Team, except the Contact Person; or
  - (c) any directors, officers, employees, agents, representatives or consultants of:
    - (i) ONTC, except the Contact Person;
    - (ii) Ontario Ministry of Transportation;
    - (iii) The Premier of Ontario's office or the Ontario Cabinet office;
    - (iv) A Member of Provincial Parliament (including the Premier); or
    - (v) Any other person or entity listed in the RFP Data Sheet.
- (3) If Respondents or any of their respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives,

or other third parties acting on behalf or with the knowledge of the Respondent(s); in the opinion of ONTC, contravenes RFP Section 3.5(1) or 3.5(2), ONTC may, but is not obliged to, in its sole discretion:

- (a) take any action in accordance with RFP Section 7.2; or
- (b) impose conditions on the Respondent's continued participation in the RFP Process that ONTC considers, in its sole discretion, to be appropriate.

### **3.6 Media Releases, Public Disclosures, Public Announcements and Copyright**

- (1) Respondents shall not, and shall ensure that their shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent(s) do not, issue or disseminate any media release, social media or Internet post, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFP Process, the RFP Documents or the Goods and/or Services or any matters related thereto, without the prior written consent of ONTC.
- (2) Neither the Respondents or any of their respective shareholders, owners, officers, agents, consultants, partners, contractors, subcontractors, advisors, employees, representatives, or other third parties acting on behalf or with the knowledge of the Respondent(s) shall make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Respondent or Proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP Process without ONTC's prior written consent, which consent may be withheld, conditioned or delayed in ONTC's sole discretion. Respondents, and their respective advisors, employees and representatives are permitted to state publicly that they are participating in the RFP Process but shall not publicly identify other Respondents without the prior written consent of ONTC.
- (3) Respondents shall not use the name of ONTC or any of ONTC's logos, designs, colours or registered trademarks and names used, owned or registered by ONTC, during the RFP Process, if selected as the Successful Respondent(s), or at any time prior to, during, or following the supply of the Goods and/or Services, except with the prior written consent of ONTC.

### **3.7 Confidentiality and Disclosure Issues - Respondent Information**

- (1) Respondents are advised that ONTC may be required to disclose the RFP Documents, any other documentation related to the RFP Process and a part or parts of any Proposal pursuant to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("FIPPA"). Respondents are also advised that FIPPA does provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business

information should be marked as such in their Proposals. Subject to the provisions of FIPPA, ONTC will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondent(s) as confidential but shall not be liable in any way whatsoever to any Respondent(s) if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under the Applicable Laws.

- (2) The Respondents agree that ONTC may disclose Proposals, and all information submitted in or related to the Proposals, to the Government of Ontario.
- (3) ONTC may provide the Proposals to any person involved in the review and/or evaluation of the Proposals on behalf of ONTC and ONTC may:
  - (a) make copies of the Proposal; and/or
  - (b) retain the Proposal.
- (4) ONTC may disclose any information with respect to the Respondents, the Proposals and the RFP Process as required by the Applicable Laws.
- (5) The Respondents shall not require ONTC or any of its representatives to sign a non-disclosure agreement in respect of any step taken or information provided as part of this RFP Process, provided that if the nature of the subject matter of the RFP is such that, in the opinion of ONTC, it would be appropriate to enter into a non-disclosure agreement with a Respondent or Respondents, ONTC and/or the Respondent(s) shall enter into such agreement in a form and with the content satisfactory to ONTC.

### **3.8 Confidential Information**

- (1) In this RFP, “**RFP Information**” shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFP Process, from ONTC or any Ministry or Agency of the Government of Ontario, in connection with the RFP Documents or the Goods and/or Services excluding any item which:
  - (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFP Section 3.8;
  - (b) becomes available to the Respondent(s) on a non-confidential basis from a source other than ONTC, so long as that source is not bound by a non-disclosure agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent(s) by a contractual, legal or fiduciary obligation; or
  - (c) The Respondents are able to demonstrate was known to them on a non-confidential basis before it was disclosed to the Respondent(s) by ONTC.

## (2) RFP Information:

- (a) shall remain the sole property of ONTC or the Government of Ontario, as applicable, and the Respondent(s) shall maintain the confidentiality of such information except as required by law;
- (b) shall not be used by the Respondent(s) for any other purpose other than submitting a Proposal or performing obligations under any subsequent agreement with ONTC relating to the Goods and/or Services;
- (c) shall not be disclosed by the Respondent(s) to any person who is not involved in the Respondents' preparation of its Proposal or in the performance of any subsequent agreement relating to ONTC, or the Government of Ontario, as applicable, without prior written authorization from ONTC;
- (d) shall not be used in any way detrimental to ONTC or the Government of Ontario; and,
- (e) if requested by ONTC, shall be returned to the Contact Person or destroyed by the Respondent no later than ten (10) calendar days after such request is received in writing by the Respondent(s).

(3) Respondents shall be responsible for any breach of the provisions of this RFP Section 3.8 by any person to whom it discloses the RFP Information.

(4) Respondents or Short-listed Respondents acknowledge and agree that a breach of the provisions of this RFP Section 3.8 would cause ONTC, the Government of Ontario and/or their related entities to suffer loss which could not be adequately compensated by damages, and that ONTC, the Government of Ontario and/or any related entity may, in addition to any other remedy or relief, enforce any of the provisions of this RFP Section 3.8 upon application to a court of competent jurisdiction without proof of actual damage to ONTC, the Government of Ontario or any related entity.

(5) Notwithstanding RFP Section 9.3, the provisions of this RFP Section 3.8 shall be binding and shall survive any cancellation or termination of this RFP and the conclusion of the RFP Process.

(6) ONTC may, in its sole discretion, require that Respondents execute a legally binding non-disclosure agreement in a form and substance satisfactory to ONTC prior to receiving the RFP Information.

**3.9 Governing Laws and Attornment**

- (1) This RFP Process and the Final Agreement entered into pursuant to this RFP Process shall be governed and construed in accordance with the laws of Ontario, the laws of Quebec, the laws of Manitoba, if relevant to the subject matter of this RFP, and the applicable laws of Canada, excluding any conflict of laws principles.
- (2) Respondents agree that the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFP process.

### **3.10 Licenses and Permits**

- (1) If Respondents are required by the Applicable Laws to hold or obtain a license, permit, consent or authorization to carry on an activity contemplated in their Proposal, neither acceptance of the Proposal nor execution of the Final Agreement shall be considered to be approval by ONTC of carrying on such activity without the requisite license, permit, consent or authorization.

### **3.11 Respondents' Costs**

- (1) The Respondents shall bear all costs and expenses incurred by the Respondent(s) relating to any aspect of their participation in this RFP Process, including, without limitation, all costs and expenses related to the Respondents' involvement in:
  - (a) the preparation, presentation and submission of its Proposal;
  - (b) due diligence and information gathering processes;
  - (c) attendance at any Respondents' Meeting(s) or presentations;
  - (d) preparation of responses to questions or requests for clarification from ONTC;
  - (e) preparation of the Respondent's own questions during the clarification process;
  - (f) preparation of prototypes, proof of concept and/or demonstrations; and,
  - (g) any discussions or negotiations with ONTC regarding the Final Agreement.
- (2) Without limiting the generality of Section 9.1(2) of this RFP, in no event shall ONTC or the Government of Ontario be liable to pay any costs or expenses or to reimburse or compensate a Respondent under any circumstances for the costs or expenses set out in Section 3.11(1), regardless of the conduct or outcome of the RFP Process.

### **3.12 Delay and Costs of Delay**

- (1) By submitting a Proposal, the Respondents waive all claims against ONTC and the Government of Ontario including any claims arising from any error or omission in any part of the RFP Documents or RFP Information or any delay, or costs associated with delays, in the RFP Process.

### **3.13 Clarification and Verification of Respondent's Proposal**

- (1) Following submission of a Proposal, ONTC may:
  - (a) request a Respondent to clarify or verify the contents of its Proposal, including by submitting supplementary documents; and/or,
  - (b) request a Respondent to confirm an ONTC interpretation of the Respondent's Proposal.
- (2) Any information received by ONTC from a Respondent pursuant to a request for clarification or verification from ONTC as part of the RFP Process may, in ONTC's discretion, be considered as an integral part of the Proposal even if such information should have been submitted as part of the Respondent's Proposal and may, in ONTC's discretion, be considered in the evaluation of the Respondent's Proposal.
- (3) ONTC may, in its sole discretion, verify or clarify any statement or claim contained in any Proposal or made subsequently in any interview, presentation, or discussion. That verification or clarification may be made by whatever means that ONTC deems appropriate which may include contacting the persons identified in the contact information provided by the Respondent and contacting persons or entities other than those identified by any Respondent.
- (4) By submitting a Proposal, the Respondents are deemed to consent to ONTC verifying or clarifying any information and requesting additional information from third parties regarding the Respondents and their directors, officers, shareholders or owners and any other person associated with the Respondents as ONTC may determine is appropriate.
- (5) ONTC is not obliged to seek clarification or verification of any aspect of a Proposal, or any statement or claim made by Respondents.
- (6) Requests for clarifications shall not be construed as acceptance by ONTC of a Proposal.

### **3.14 Two-Envelope Process**

- (1) ONTC may elect to complete a Two-Envelope Process. Whether Respondents will be required to submit their Proposals using a Two-Envelope Process will be identified on the RFP Data Sheet.
- (2) If ONTC elects to complete a Two-Envelope Process, the Proposal shall be broken down into two components; a technical submission and a price submission.

(3) If ONTC elects to complete a Two-Envelope Process, ONTC will identify a minimum score that must be attained on the technical submission on the RFP Data Sheet. Proposals that do not meet the minimum score for the technical submission following evaluation of the technical submission, will not proceed further in the evaluation process, provided that ONTC may, in its sole discretion, based on the overall scores of all the technical submissions, revise the minimum score required to proceed further in the evaluation process. Price submissions will only be opened and evaluated for the Proposals that meet the minimum score for the technical submission.

## **SECTION 4 - PROPOSAL CONTENT AND FORMAT**

### **4.1 Format and Content of Proposal**

(1) Respondents shall submit their Proposal in one envelope or, if submitting electronically, one electronic folder. Where required by the RFP Data Sheet to follow the two-envelope process, Respondents shall submit the technical submission and the price submission in two separate envelopes or, if submitting electronically, two separate electronic folders.

(2) Unless otherwise specified in the RFP Data Sheet, Respondents shall not submit pre-printed literature with their Proposals. Any unsolicited pre-printed literature submitted as part of a Proposal will not be reviewed by the Evaluation Team.

(3) Each Respondent will:

- (a) in a clear, concise and legible manner, complete and submit all documentation and information required by Part 2, Part 3, and Part 4 to the RFP;
- (b) for a hard copy submission, complete any handwritten portions of the proposal forms in ink;
- (c) provide all information requested and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the proposal forms and failure to fill in all blank spaces may result in a Proposal being determined to be non-compliant; and,
- (d) use only the proposal forms issued as part of the RFP documents unless otherwise indicated.

(4) Information provided by Respondents on hard copy proposal forms may be amended prior to the Proposal submission, provided the amendments are initialed by an authorized representative of the Respondent. Un-initialed pre-submission amendments may result in the Proposal being declared non-compliant.

- (5) Proposals that are not originals (if hard copy), are unsigned, improperly signed, incomplete, conditional or illegible, may be declared non-compliant.
- (6) The Harmonized Sales Tax (HST) shall not be included in the price. Any taxes or increases to taxes announced prior to the date of the issuance of the RFP Documents and scheduled to come into effect subsequent to it shall be taken into consideration at time of invoicing.
- (7) **Price**
  - (a) Price shall be an all-inclusive lump sum price (**excluding HST**), unless otherwise indicated in the RFP Documents; and,
  - (b) Where the RFP requires the Respondent to provide a breakdown of the price in Proposal Form 1-A, the price as stated in Proposal Form 1 shall govern in the case of conflict or ambiguity between the price and the sum of the breakdown of the price.
- (8) **Listing of Subcontractors**

Respondents shall complete the "Subcontractors" section of Proposal Form 2 - Respondent's General Information, naming the Subcontractors which the Respondent will employ to perform an item of the work called for by the RFP Documents. Failure of the Respondent to list Subcontractors where required, may result in the Proposal being declared non-compliant.

#### **4.2 Proposal Submission Form**

- (1) Respondents will complete and submit the forms included in Part 4 - Form of Proposal. Failure of the Respondent(s) to complete and submit one or more of the forms included in Part 4 - Form of Proposal, may result in the Proposal being declared non-compliant.
- (2) Respondents shall execute the Proposal Submission Form as follows:
  - (a) in the case of a sole proprietorship, the sole proprietor will sign the Proposal Submission Form and have the signature witnessed;
  - (b) in the case of a corporation, an authorized signing officer will sign the Proposal Submission Form; or,
  - (c) in the case of a partnership, a partner or partners authorized to bind the partnership will sign the Proposal Submission Form and have their signatures witnessed.

#### 4.3 References and Past Performance Issues

- (1) If specified in the RFP Data Sheet, Respondents shall provide reference information. Unless otherwise set out in the RFP Data Sheet, all references shall be, where possible, with respect to similar goods and/or services, as applicable, during the five (5) years immediately prior to the Submission Deadline. Unless otherwise set out in the RFP Data Sheet, the Respondents shall provide a minimum of three (3) references.
- (2) ONTC may, in its sole discretion, confirm the Respondent's experience and ability to provide the Goods and/or Services by contacting the Respondent's references. However, ONTC is under no obligation to contact references submitted by any Respondent. References and information received from references, if contacted, will be taken into account in the evaluation process as identified in the RFP Data Sheet.
- (3) ONTC may take into account in the evaluation process reliable information received from the Government of Ontario or its Agencies regarding past performance of a Respondent, provided information evidencing past poor performance by a Respondent is provided to the Respondent (subject to any restrictions or disclosure imposed by applicable law) and the Respondent is afforded an opportunity to respond to the information.
- (4) If ONTC receives information from referees of a Respondent's past poor performance, ONTC shall advise the Respondent (subject to any restrictions on disclosure imposed by applicable law) and afford the Respondent an opportunity to respond to the information prior to considering this information as part of the evaluation process.

#### 4.4 Conflict of Interest

- (1) For the purposes of this Section 4.5, the term "**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where the interests, conduct, other commitments or relationships of a Respondent, a Respondent's family member or an officer, director or employee of the Respondent could or could be perceived to, directly or indirectly, compromise, impair or be in conflict with the integrity of the RFP Process, the subject matter of the RFP or ONTC.
- (2) Respondents shall promptly disclose any potential, perceived or actual Conflict of Interest of the Respondent(s) to the Contact Person in writing. If ONTC discovers a Respondent's failure to disclose a Conflict of Interest, ONTC may, in its sole and absolute discretion disqualify the Respondent(s) or terminate the Final Agreement if such Respondent(s) is the Successful Respondent(s).
- (3) ONTC may, in its sole discretion, and in addition to any other remedy available at law or in equity:
  - (a) waive any Conflict of Interest;

- (b) impose conditions on a Respondent that require the management, mitigation and/or minimization of the Conflict of Interest; or,
- (c) disqualify the Respondent from the RFP Process if, in the sole and absolute opinion of ONTC, the Conflict of Interest cannot be managed, mitigated or minimized.

## **SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION**

### **5.1 Submission of Proposals and Late Proposals**

- (1) Respondents shall submit their proposal in the format prescribed in the RFP Data Sheet. ONTC will not accept any proposal submission that is not submitted in the format prescribed in the RFP Data Sheet.

ONTC may elect to accept Electronic Bid Submissions, Physical Bid Submissions or a combination of both.

- (a) If ONTC elects to use Electronic Bid Submissions, submissions shall be submitted on, and in accordance with, forms supplied by ONTC. **All responses are to be submitted to ONTC through the use of MERX Electronic Bid Submission (EBS).** Respondents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed in the RFP Data Sheet.

Questions concerning submitting through MERX should be addressed to:

- MERX Customer Support
- Phone 1-800-964-6379
- Email [merx@merx.com](mailto:merx@merx.com)

Any Proposal from a Respondent whose name does not appear on the official MERX document request list (i.e., who has not downloaded the documents themselves) will be declared invalid, and the Proposal will not be considered.

**MERX EBS does not allow submissions to be uploaded after the bid submission deadline; therefore, the Respondent should ensure they allow plenty of time to upload the documents.**

Where required by the RFP Data Sheet to use a two-envelope process, Respondents shall include two separate and clearly identifiable attachments: 1) Technical and, 2) Price. The file names for the technical and price attachments should be sufficiently distinguishable such that ONTC does not need to open the attachments to differentiate between them.

- (b) If ONTC elects to use Physical Bid Submissions, Respondents shall submit one original and the number of copies of its Proposal (in hard copy) specified

in the RFP Data Sheet and the number of electronic copies of its Proposal (on a properly labelled CD or USB key in PDF format) specified in the RFP Data Sheet, at the correct location for submission and on or before the Submission Deadline. If there is any difference whatsoever between the electronic copy of the Proposal and the original hard copy, the original hard copy of the Proposal, as submitted, will govern. The electronic copy of the Proposal is solely for the convenience of ONTC.

Respondents shall submit their Proposals to the attention of the Manager, Public Procurement by prepaid courier or personal delivery at the following address:

Ashley Commanda  
Manager, Public Procurement  
Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, Ontario P1B 8E3

Respondents shall place their Proposal Submission in a sealed envelope or package with the Respondent's full legal name and return address, the RFP Number, the Submission Deadline and the label "Proposal Submission" clearly displayed on the outside of the envelope.

Where required by the RFP Data Sheet to use a two-envelope process, Respondents shall have one sealed envelope as prescribed above that contains two individual sealed envelopes inside that are clearly marked "Technical Submission" and "Price Submission".

- (c) For the convenience of the Respondents, and only when identified in the RFP Data Sheet, ONTC may allow either an Electronic Bid Submission through MERX or a Physical Bid Submission. The Respondents shall only use one method and follow the same procedure prescribed above.
  
- (2) Proposals must be received before the time noted in the RFP Data Sheet.
- (3) Proposals will be date and time stamped at the place receiving the Proposals. Late Proposals will be returned unopened.
- (4) Proposals which are submitted by facsimile transmission, email, or by electronic means other than MERX will NOT be considered.
- (5) Respondents are solely responsible for the method and timing of delivery of their Proposals.

- (6) ONTC reserves the right to make copies of the Respondent's Proposals as it may be required for the purpose of conducting a full evaluation of the Proposal submitted.
- (7) The Respondents should identify and mark any trade secret or proprietary intellectual property in their Proposal.

#### **5.2 Late Proposals**

- (1) ONTC will reject Proposals that are received after the Submission Deadline.

#### **5.3 Withdrawal of Proposals**

- (1) When submitting a Physical Bid Submission, a Respondent may withdraw its Proposal at any time before the Submission Deadline by notifying the Contact Person in writing. ONTC shall return, unopened, a Proposal that has been withdrawn.
- (2) When submitting an Electronic Bid Submission, MERX will allow withdrawal of Proposals up to the Submission Deadline.

#### **5.4 Amendment of Proposals**

- (1) When submitting a Physical Bid Submission, Respondents may amend their Proposals after submission but only if the original Proposal is withdrawn and the amended Proposal is submitted before the Submission Deadline.
- (2) Electronic Bid Submissions through MERX will allow amendments up to the closing date and time; however, **Respondents are responsible for ensuring they allow sufficient time to upload the amended documents.**
- (3) If more than one Proposal is received from the same Respondent before the Submission Deadline, only the last Proposal received before the Submission Deadline will be considered.

#### **5.5 Proposal Irrevocability**

- (1) Subject to the Respondent's right to withdraw or amend the Proposal before the Submission Deadline, the Respondent's Proposal is irrevocable and shall remain in effect and open for acceptance for ninety (90) days after the Submission Deadline.

#### **5.6 One Proposal per Person or Entity**

- (1) Except as set out in the RFP Data Sheet or with ONTC's approval:
  - (a) a person or entity shall submit or participate in only one Proposal either individually or as a Respondent team member; and,

- (b) a person or entity shall not be a subcontractor of a Respondent and also submit a Proposal individually or as a Respondent team member in the same RFP Process.
- (2) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.6(1), ONTC may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

## **SECTION 6 - PROPOSAL EVALUATION**

### **6.1 Evaluation Team**

- (1) ONTC will establish an evaluation team for the purpose of evaluating Proposals (the “Evaluation Team”).
- (2) The Evaluation Team may, in its sole discretion, delegate certain administrative functions related to the evaluation of Proposals to a separate team of individuals who are not members of the Evaluation Team, who will be supervised by the Evaluation Team. Without limiting the generality of the foregoing, but for greater particularity, the Evaluation Team may seek the advice and assistance of third-party consultants and the Government of Ontario. Each Respondent acknowledges that the RFP documents may have been prepared with the assistance of a third-party consultant and that the consultant may participate in the evaluation of the Proposals.

### **6.2 Evaluation of Proposals**

- (1) The Respondents’ Proposals will be reviewed and evaluated by the Evaluation Team on the basis of the evaluation criteria set out in the RFP Data Sheet (the “Evaluation Criteria”) and in the following stages:

#### **6.2.1 Stage I - Mandatory Requirements**

- (1) Stage I is expected to consist of a review to determine which proposals comply with all the mandatory requirements. If a Proposal fails to satisfy any mandatory requirement, the Proposal will be rejected. If a proposal fails to satisfy any mandatory requirement it will not be evaluated further. The mandatory requirements are detailed in the RFP Data Sheet.

#### **6.2.2 Stage II - Evaluation of Technical Submission**

- (1) ONTC will evaluate each qualified proposal on the basis of the rated criteria as set out in Part 2, Schedule 2-A - RFP Data Sheet.
- (2) After the completion of the Technical Submission evaluation, the Pricing Submission will be opened for all Respondents that score 70% or higher on their Technical Submission. Each Respondent will be awarded a price score as outlined in Part 2, Schedule 2-A - RFP Data Sheet.

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

Lowest price ÷ qualified Respondent's price x weighting = qualified Respondent's pricing points

(3) If ONTC is of the opinion that any of the following apply, then ONTC may, in ONTC's sole discretion, decline to select that Respondent to be a Short-listed Respondent:

- (a) a Respondent has submitted a price that is clearly insufficient to perform the supply of Goods and/or Services;
- (b) a Respondent has previously provided poor performance to ONTC or a subsidiary of ONTC;
- (c) a Respondent is disqualified from participating in the RFP Process per RFP Section 7.2 (1)(i);
- (d) ONTC cannot, to ONTC's satisfaction, prior to the conclusion of the RFP Process, verify independently or through a third party or parties any and/or all information, statements, representations and/or warranties contained in the Proposal;
- (e) a Respondent or any subcontractor of the Respondent is not financially sound, or ONTC is unable to obtain from the Respondent or third-party sources reasonable assurances of the financial position of the Respondent or any of its subcontractors;
- (f) the overall cost to ONTC would be significantly increased with that Respondent;
- (g) the Respondent failed to meet the mandatory requirements specified in the RFP Data Sheet; or,
- (h) the Respondent failed to attain the minimum score required for the Technical Submission, where the RFP Data Sheet called for a two-envelope process.

## **SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS**

### **7.1 ONTC's Discretion**

(1) ONTC may determine, in its sole discretion:

- (a) the membership of the Evaluation Team;
- (b) if a Proposal is compliant with the RFP Documents;
- (c) if a failure to comply is material;

- (d) if a Proposal or a Respondent is disqualified;
- (e) the evaluation results and ranking for each Respondent; and,
- (f) which Respondent, if any, and how many Respondents, based on the evaluation process, will be Short-listed Respondents.

## 7.2 Disqualification

- (1) ONTC may, in its sole discretion, disqualify a Respondent or a Respondent's Proposal or cancel its decision to identify a Respondent as a Short-listed Respondent or a Successful Respondent, at any time prior to the execution of the Final Agreement by ONTC, if:
  - (a) The Respondent fails to cooperate in any attempt by ONTC to clarify or verify any information provided by the Respondent in its Proposal;
  - (b) The Respondent contravenes RFP Section 3.5, RFP Section 3.6 or RFP Section 5.6(2);
  - (c) The Respondent fails to comply with the Applicable Laws;
  - (d) The Proposal contains false or misleading information, or the Respondent provides false or misleading information in any part of the RFP Process;
  - (e) The Proposal, in the sole discretion of ONTC, reveals a Conflict of Interest that cannot be managed, mitigated or minimized;
  - (f) There is evidence that the Respondent colluded with one or more other Respondents in the preparation or submission of Proposals;
  - (g) The Respondent has previously breached or been in default of compliance with any term of any agreement with ONTC and such breach or default has not been waived by ONTC or the Respondent has not cured the default;
  - (h) The Respondent has been convicted of an offence in connection with any services rendered by the Respondent to ONTC, or to any Ministry, Agency, Board or Commission of the Government of Ontario or the Government of Canada;
  - (i) The Respondent, at the time of issuance of this RFP or any time during the RFP Process, has an outstanding claim or is engaged in an ongoing legal dispute with ONTC, other than an adjudication under the Construction Act;
  - (j) The Proposal is not Substantially Compliant;

- (k) The Respondent has failed to notify ONTC of, or ONTC has not approved, a post-submission change in the control of the Respondent or in the circumstances of the Respondent that may materially negatively impact the Respondent's ability to perform its obligations if selected as the Successful Respondent; or,
- (l) The Respondent has received a Vendor Performance Evaluation as part of ONTC's Vendor Performance Policy, and received a total rating on the Final Performance Form that disqualifies the Respondent from participating in the RFP Process.

(2) Notwithstanding Section 7.2 (1), ONTC shall retain the right to select as the Successful Respondent, any Respondent(s) which, in ONTC's sole and absolute discretion, has submitted a substantially compliant Proposal(s).

### **7.3 General Rights of ONTC**

- (1) ONTC may, in its sole discretion and at any time during the RFP process:
  - (a) reject any or all of the Proposals;
  - (b) accept any Proposal or any portions of any Proposals for any reason whatsoever;
  - (c) reject any Proposals or any portions of Proposals for any reason whatsoever,
  - (d) if only one Proposal is received, elect to either accept it, reject it, or enter into negotiations with the applicable Respondent;
  - (e) elect not to proceed with, cancel, or terminate the RFP;
  - (f) alter the Submission Deadline or any other deadlines associated with the RFP Process;
  - (g) change the RFP Process or any other aspect of the RFP Documents; or
  - (h) cancel this RFP Process and subsequently conduct another competitive process for the same Goods and/or Services that are the subject matter of this RFP or subsequently enter into negotiations with any person or persons with respect to the Goods and/or Services that are the subject matter of this RFP.
- (2) If ONTC, in its sole discretion, is of the opinion that all of Proposals submitted are not substantially compliant, ONTC may:
  - (a) take any action in accordance with Section 7.3. (1);

- (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their Proposals for re-submission; or
- (c) negotiate an agreement for the whole or any part of the Goods and/or Services with a Respondent which has submitted a Non-compliant Proposal.

## **SECTION 8 - AGREEMENT FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT**

### **8.1 Finalization of the Agreement**

- (1) ONTC may, in its sole discretion, retain more than one Respondent to provide the Goods and/or Services.
- (2) ONTC reserves the right in its sole discretion to sub-divide and/or bundle the Goods and/or Services which are the subject of this RFP and award one or any number of separate contracts for the Goods and/or Services.
- (3) ONTC may, in its sole discretion, enter into negotiations with one or more Respondent(s) for the purpose of selecting a Successful Respondent(s) and finalizing an agreement.
- (4) Either ONTC or a Respondent may withdraw from negotiations at any time prior to the Successful Respondent(s) being identified.
- (5) The Successful Respondent is expected to enter into the relevant form of agreement which shall include the draft agreement in Part 5. Proposal Form 5 - Compliance with Contract Documents allows a Respondent to submit suggested changes to the Draft Agreement. ONTC does not have any obligation to accept any proposed changes to the Draft Agreement and will do so in its sole discretion. ONTC may, in ONTC's sole discretion; (i) consider only a minimal number of changes to the Draft Agreement; (ii) consider significant material proposed changes to negatively impact the evaluation of the Respondent's proposal; or (ii) disqualify any Respondent where the changes or the number of changes made by the Respondent to the Draft Agreement would be, in ONTC's sole discretion, too onerous to successfully negotiate within the timeframe set out in Section 8.1 (6) below or are unacceptable to ONTC.

**In any event, ONTC will not accept any material changes to the clauses in the Draft Agreement relating to the 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).**

If a Respondent does not submit any proposed amendments in Proposal Form 5, it will be

deemed to have accepted and will be required to execute the Final Agreement in the form attached to this RFP. If a Respondent has submitted proposed amendments to the Final Agreement, negotiations respecting those amendments shall be conducted within the timeframe set out in Section 8.1(6).

- (6) If a Successful Respondent fails or refuses to enter into and execute the Final Agreement within ten (10) Business Days of being notified they are the Successful Respondent (ONTC may extend such period of time in ONTC's sole discretion), or a Successful Respondent fails or refuses to provide the documentation in accordance with Section 8.1(7), ONTC may, in its sole discretion, take any one of the following actions:
  - (a) terminate all negotiations and cancel its identification of that Respondent as a Successful Respondent;
  - (b) select another Respondent or Short-Listed Respondent as the Successful Respondent;
  - (c) take any other action in accordance with Section 7.3; or
  - (d) pursue any other remedy available to ONTC at law.
- (7) Prior to supplying any Goods and/or Services pursuant to the Contract, the Successful Respondent(s) shall deliver to ONTC:
  - (a) Certificates of insurance as specified in the Draft Agreement;
  - (b) Executed Contractors Health and Safety Responsibility Agreement;
  - (c) Respondent's Health and Safety, and Environmental Policies; and
  - (d) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable.

## **8.2 Notification If Successful or Not**

- (1) The Successful Respondent(s) and unsuccessful Respondents will be notified by ONTC in writing regarding their success or failure in the RFP Process.

## **8.3 Debriefing**

- (1) Respondents may request a debriefing after receipt of a notification pursuant to RFP Section 8.2. All Respondent requests should be in writing to the Contact Person no later than 60 calendar days after receipt of the notification. ONTC will conduct debriefings in the format prescribed by the OPS Procurement Directive.

## SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTC

### 9.1 Limit on Liability

- (1) The total liability of the Respondent to ONTC for loss and damage arising from the Respondent who is selected as the Successful Respondent but then fails to deliver evidence of insurance or other documents required under Section 8.1(7) within the time period specified in Section 8.1(6) or fails to execute the Final Agreement shall be limited to the value of the Bid Performance Security provided by the Respondent pursuant to Section 4.3. The liability of the Respondents for any other loss or damage suffered by ONTC as part of this RFP Process shall be without limit.
- (2) By submitting a Proposal,
  - (a) each Respondent acknowledges ONTC's rights as stated herein and absolutely waives any right of action against ONTC for ONTC's failure to accept the Respondent's Proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action;
  - (b) each Respondent covenants and agrees that, under no circumstances, shall ONTC, or any of its employees, officers, representatives, agents or advisors, be liable to any Respondent, whether in contract, tort, restitution, or pursuant to any other legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this RFP Process, a Respondent's Proposal in response to this RFP Process, or due to the acceptance or non-acceptance of any Proposal, or as a result of any act or omission by ONTC and/or its employees, officers, representatives, agents or advisors, including any information or advice or any errors or omissions that may be contained in the RFP Documents, or any other documents or information provided to a Respondent, or arising with respect to the rejection or evaluation of any or all of the Proposals, any negotiations with any of the Respondents, or the selection of any Respondent as a Short-listed Respondent or the Successful Respondent; and,
  - (c) each Respondent shall indemnify and hold harmless ONTC, its employees, officers, representatives, agents and advisors, from and against any and all claims, demands, actions or proceedings brought by third parties, including but not limited to the Respondent's subcontractors or suppliers, in relation to this RFP Process.

### 9.2 Power of Legislative Assembly

- (1) No provision of the RFP Documents (including a provision stating the intention of ONTC) 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.

### **9.3 RFP Not a “Bidding Contract” or a Tender**

(1) Notwithstanding any other provision of this RFP, this RFP is not a tender call, ONTC does not intend to create any contractual relations or obligations with any of the Respondents by virtue of issuing this RFP, and this RFP is not an offer to enter into a contract (often referred to as “Contract A”). Except as provided in RFP Section 3.8 and 9.1, neither this RFP nor the submission of a Proposal by a Respondent shall create any legal or contractual rights or obligations whatsoever on any of the Respondent, ONTC, the Government of Ontario or any Ministry of the Government of Ontario.

## **SECTION 10 - VENDOR PERFORMANCE**

### **10.1 General**

(1) ONTC has established a Vendor Performance Policy, which provides a framework for ONTC to maximize the value for money of its Vendors by:

- (a) proactively managing the performance of Vendors in accordance with ONTC’s Purchasing Policy; and
- (b) creating a record of past performance for use by ONTC when selecting Vendors for the supply of goods and services.

### **10.2 Vendor Performance Evaluation**

(1) Successful Respondents who enter into a Final Agreement with ONTC may be required to participate in the Vendor Performance Evaluation process.

### **10.3 Vendor Ratings for Proposal Evaluation Purposes**

(1) ONTC may access a Respondent’s Vendor Performance Evaluations for previous contracts as part of the Evaluation Process. The manner in which the Respondent’s ratings will be used will be identified in the Evaluation Criteria of the RFP Data Sheet.

## **SECTION 11 - TRANSPARENCY AND FAIRNESS**

### **11.1 General**

(1) ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.

(2) ONTC endeavors to provide specifications that meet the requirements of the procurement without naming specific brands. However, there may be instances where a third-party consultant prepares a specification on behalf of ONTC, and a specific brand is named. In these instances, alternate materials or products may be used if ONTC determines the proposed materials or products are equivalent to the materials or products in the

specifications. Respondents shall submit proposed alternate materials or products with their Proposal submission to be considered.

## **SECTION 12 - INTERPRETATION**

### **12.1 General**

- (1) In this RFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.
- (2) All references in this RFP to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.
- (3) For clarity, where the expression “Government of Ontario” is used in this RFP, it includes all Ministries and Agencies of the Government of Ontario.



**PART 2**  
**REQUEST FOR PROPOSALS**  
**SUMMARY OF REQUIREMENTS**

**PART 2 - REQUEST FOR PROPOSALS**  
**SUMMARY OF REQUIREMENTS**  
**SCHEDULE 2-A**  
**RFP DATA SHEET**

<b>RFP 2025 038</b> <b>Moose River Waste Disposal Site, Geo-Environmental</b> <b>Investigation and Decommissioning Planning</b>	
<b>Contact Details</b>	
Contact Person	Nicole Laplante, Procurement Contracts Specialist
Contact Information	555 Oak Street East North Bay, Ontario, P1B 8L3 <a href="mailto:nicole.laplante@ontarionorthernland.ca">nicole.laplante@ontarionorthernland.ca</a> (705) 472-4500 ext. 588
<b>Proposal Detail</b>	
Site Visit	There will not be a Respondents' Meeting. Respondents shall seek any clarifications up to four (4) Business Days prior to the Submission Deadline Date and Time.
Validity of Proposals	90 days following the Submission Deadline
Format of Submission	<p>Respondents shall submit their Proposal through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Proposals, Section 5.1 (1) (a). <b>MERX EBS does not allow Proposals to be uploaded after the Submission Deadline; therefore, Respondents shall ensure they allow sufficient time to upload the documents.</b></p> <p>Proposals which are submitted by facsimile transmission, by email or by electronic means other than MERX <u>will NOT</u> be considered.</p>
Two-Envelope Process	This procurement <u>will</u> be a two-envelope process. Please submit Proposal Form 1 in Envelope 2 - Price Proposal. The balance of the Proposal should be contained in Envelope 1 - Technical Proposal. Please do not include any pricing information in Envelope 1 - Technical Proposal
Distribution Method	The RFP Documents will be posted on the ONTC website and MERX. Any addenda to the RFP will be posted in both of these locations.

**PART 2 - REQUEST FOR PROPOSALS**  
**SUMMARY OF REQUIREMENTS**  
**SCHEDULE 2-A**  
**RFP DATA SHEET *cont'd***

<b>RFP 2025 038</b> <b>Moose River Waste Disposal Site, Geo-Environmental</b> <b>Investigation and Decommissioning Planning</b>			
<b>Proposal Detail <i>cont'd</i></b>			
Submission Requirements	<p>Respondents are required to submit <b>all</b> of the material documents listed below as part of their Proposal. Respondents shall confirm they have included the documents listed below with their Proposal by placing a checkmark in the column "Included in Proposal". If the Respondent fails to include a document listed below as being "Material", the respondent may be disqualified in accordance with section 6.2 (3) of the RFP.</p>		
	<b>Item</b>	<b>Included in Proposal (indicate with <input type="checkbox"/>)</b>	<b>Item is classified as Material</b>
	This checklist		
	Proposal Form 1 - Proposal Submission Form		Material
	Proposal Form 2 - Respondent's General Information		Material
	Proposal Form 3 - Acknowledgment to Comply with Part 3 - Request for Proposals Specifications		Material
	Proposal Form 4 - References		Material
	Proposal Form 5 - Compliance with Contract Documents		
	Proposal Form 6 - Health, Safety and Environment		Material
	Proposal Form 7 - List of Equipment		
	Proposal Form 8 - Technical Submission Instructions		Material
	Proposal Form 9 - Claims		

**PART 2 - REQUEST FOR PROPOSALS**  
**SUMMARY OF REQUIREMENTS**  
**SCHEDULE 2-A *cont'd***  
**RFP DATA SHEET**

<b>RFP 2025 038</b> <b>Moose River Waste Disposal Site, Geo-Environmental</b> <b>Investigation and Decommissioning Planning</b>			
<b>Important Dates</b>			
Publication Date	Wednesday, May 14, 2025		
Participation Registration Form	Complete and submit to the Contact Person as soon as possible		
Deadline for Additional Information Request	Four (4) full Business Days prior to the Submission Deadline		
Submission Deadline Date and Time	Thursday, May 29, 2025 at 2:00:00 p.m. (EDT)		
Project Start Date	June, 15, 2025		
Target Completion Date	February 1, 2026		
<b>Procedure of Selection</b>			
Mandatory Requirements	Respondents must satisfy all of the Mandatory Requirements listed below. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements <u>will be</u> disqualified from the RFP Process.		
	Mandatory Requirement	Pass	Fail
	Respondent must be a Canadian Business		
	The Proposal must be in English.		
	All rates must be in Canadian Dollars.		
	Project must be led by a Qualified Professional (QP) with a P.Eng and/or P.Geo designation.		
	Fully licensed and insured to work within Ontario, with good professional standing.		
Respondent has provided sufficient evidence to pass the Contractor Safety Pre-Qualification (Part 4 - Form of Proposal, Proposal Form 6, Health, Safety and Environment)			

**PART 2 - REQUEST FOR PROPOSALS**  
**SUMMARY OF REQUIREMENTS**  
**SCHEDULE 2-A *cont'd***  
**RFP DATA SHEET**

<b>RFP 2025 038</b> <b>Moose River Waste Disposal Site, Geo-Environmental</b> <b>Investigation and Decommissioning Planning</b>		
<b>Procedure of Selection <i>cont'd</i></b>		
<b>Evaluation General Procedure</b>	<b>Technical Submission</b> ONTC will evaluate the Technical Submissions based on the evaluation criteria outlined below. Respondents must score a minimum of 70% to qualify for shortlist consideration.	
<b>Technical Submission Rated Criteria</b>	<b>Description</b>	<b>Weight</b>
	Company Profile	5
	Description of Services, Experience and Qualifications	20
	Project Delivery Approach, Understanding and Schedule	25
	Project Team and Hierarchy	15
	Personnel Curriculum Vitae (CVs)	5
	Project References	10
	<b>Total Technical Submission Points</b>	<b>80</b>

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-A *cont'd*  
RFP DATA SHEET**

<b>RFP 2025 038 Moose River Waste Disposal Site, Geo-Environmental Investigation and Decommissioning Planning</b>		
<b>Procedure of Selection <i>cont'd</i></b>		
<b>Evaluation General Procedure</b>	<b>Pricing Submission</b> After the completion of the Technical Submission evaluation, the Pricing Submissions will be opened for all Respondents that score 70% or higher on their Technical Submission.	
<b>Rated Criteria</b>	Total Project Budget	20
	<b>Total Technical and Pricing Submission Points</b>	<b>100</b>

**PART 2 - REQUEST FOR PROPOSALS  
SUMMARY OF REQUIREMENTS  
SCHEDULE 2-B  
PARTICIPATION REGISTRATION FORM**

Required in order to register and receive any communications in relation to the requirement referenced below.

Date:

Reference Number: RFP 2025 038  
Description of Requirement: Moose River Waste Disposal Site, Geo-Environmental  
Investigation and Decommissioning Planning

I, the undersigned, am registering to participate in the above referenced requirement and will be the primary contact for any communications in relation to this process and project until further advised.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name of person registering to represent  
company referenced above (please  
print): \_\_\_\_\_

Email Address: \_\_\_\_\_  
Phone Number: (Main Office Number) \_\_\_\_\_  
Cell Number: \_\_\_\_\_

Signature of Primary Contact: \_\_\_\_\_

Return form to the Contact Person as referenced below via email as an attachment:

Thank you.

**Nicole Laplante**  
Procurement Contracts Specialist  
Ontario Northland Transportation Commission  
Phone: 705-472-4500 Ext. 588  
Email: [nicole.laplante@ontarionorthland.ca](mailto:nicole.laplante@ontarionorthland.ca)  
Website: [www.ontarionorthland.ca](http://www.ontarionorthland.ca)



**PART 3**  
**REQUEST FOR PROPOSALS**  
**SPECIFICATIONS**

**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-1**  
**SCOPE OF WORK**

**1. Introduction and Background**

Ontario Northland Transportation Commission (ONTC), with rail division known as Ontario Northland Railway (ONR), is a provincial Crown Agency under the Ministry of Transportation (MTO) which operates some 700 miles of rail track throughout Northeastern Ontario and into Quebec.

Moose River, Ontario, situated approx. 195 km north of Cochrane and 68 km southwest of Moosonee, is a seasonal First Nation community and remote stop along ONTC's rail network, located just south of the rail-bridge crossing of the Moose River watercourse. The area-feature known as the Moose River Waste Disposal Site (WDS) is an approximate 0.6 ha area minor landfill (within 1.2 ha total area) situated at the end of a recreational bush trail, approximately 700 m west of the ONTC mainline track (site coordinates: 50.811191°, -81.301929°, refer to photos and mapping below). The WDS was originally permitted for use under Provisional Certificate of Approval (C of A; No. A7208301), issued by then MOE to MNR in 1982. The C of A for the WDS (and all associated conditions) were formally transferred to ONTC in 2000, with an MNR Land Use Permit maintained by ONTC for continued access/use of the site. With no further need, ONTC ceased use of the WDS sometime in the late 2010s. The WDS was permitted to operate for the disposal of non-hazardous domestic waste; however, long-term use/disposal history is not entirely uncertain.





**Figures: Mapping and photos illustrating Moose River Waste Disposal Site project location.**

At this time, in line with C of A requirements and MECP/MNR direction, ONTC is planning for Moose River WDS formal decommissioning/closure. Accordingly, ONTC has initiated this public Request for Proposals (RFP) process to retain a qualified, professional consulting/engineering firm to complete a Geo-Environmental Investigation (i.e., soil, groundwater and surface water) and Decommissioning Planning engagement for the Moose River WDS. This work will include: review of available background information; investigation and analysis of baseline conditions at/around the WDS; evaluation of potential site closure best practices, approach/options (in consultation with ONTC and MECP); development of a suitable WDS Decommissioning/Closure Plan for acceptance by MECP; and recommendations for long-term monitoring of the site (including plan to measure the nature/extent of egress of any potential contaminants, as needed).

## **2. Scope of Work**

### **2.1 Background Information Review**

The Successful Respondent will be required to complete desktop review of all pertinent, available background information pertaining to the Moose River WDS as part of study planning, including (but not limited to) ONTC-provided documentation as well as any available, third party historical documents and records, photographs, mapping, technical reports, inspection reports, etc. Further, key consultation with ONTC personnel is requested to achieve additional site information/context prior to geo-environmental site investigation work.

For the purposes of assisting with Respondents preliminary review and proposal development, ONTC has made available the following supplementary information:

- Moose River WDS - MOE-issued Certificate of Approval
- Moose River WDS - site layout figure
- Moose River WDS - site map and photographs
- Moose River WDS - borehole logs (2023)

### **2.3 Geo-Environmental Investigation**

The Successful Respondent will be required to prepare a final sampling plan upon contract award for ONTC (as well as MECP/MNR) review and final approval prior to initiating onsite geo-environmental investigation (i.e., soil, groundwater and surface water study) of the Moose River WDS. As the primary objective of the 2025 geo-environmental investigation is to establish, evaluate and understand site baseline conditions for the purposes of sound WDS decommissioning/closure planning, two field sampling events are requested by ONTC, including a Spring field program as well as a Fall field program, respectively. For the purposes of Respondent proposals, at this time ONTC has requested the following planning considerations/specifications:

#### **Spring Field Program:**

- Required field work timing: mid to late June 2025 (estimated dates for work: June 15 to June 28, 2025). Note: precise field work days TBC upon contract award, in consultation with ONTC. Work may require weekend availability.
- Consultant and drilling sub-contractor to access Moose River WDS, with ONTC providing hi-rail truck transport, general assistance and supervision.

- Six (6) field work days to be budgeted for consultant (i.e., including one (1) day mobilization, four (4) days onsite field work, and 1 day demobilization), considering two (2) consultant personnel.
- Ten (10) field work days to be budgeted for drilling sub-contractor (i.e., including extended three (3) days mobilization due to equipment loading and freight train transport logistics/time, four (4) days onsite field work, and three (3) days demobilization due to equipment loading and freight train transport logistics/time), considering two (2) driller personnel.
- Site/area features and boundaries to be investigated, documented and confirmed in the field by consultant.
- With respect to drilling work, advancement of eight (8) boreholes to suitable depths for groundwater sample collection (i.e., estimated approx. 6-8 m depth required), each with new monitoring wells installed (i.e., total of 8) to investigate groundwater conditions at Moose River WDS. Monitoring wells to be installed with steel monument casings.
- Survey of all groundwater monitoring wells.
- Collection of thirty (30) soil samples (e.g., in-situ split spoon during drilling, in addition to near surface from project area).
- Stabilization and collection of ten (10) groundwater samples, including from the eight (8) newly-installed wells as well as two (2) formerly installed wells (if deemed functional).
- Collection of eight (8) representative surface water samples, including from nearby Moose River (i.e., upstream, WDS-adjacent and downstream) as well as from minor wetland pond/waterbodies in vicinity.
- All soil, groundwater and surface water samples to be collected according to best practices, must be properly preserved and promptly delivered to a CALA accredited laboratory for chemical testing upon completion of field work program. All samples shall be tested for full suite parameters and compared against relevant standards (i.e., with all associated costs to be included in Respondent proposal estimate) as part of establishing baseline conditions at the site, including (but not limited to): general chemistry, ICP Metals, PHCs + BTEX, PAHs, VOCs, PCBs, nutrients, PFAS, Schedule 4 TCLP and mSPLP.

**Fall Field Program:**

- Required field work timing: September/October 2025. Note: precise field work days TBC upon contract award, in consultation with ONTC. Work may require weekend availability.
- Consultant to access Moose River WDS, with ONTC providing hi-rail truck transport, general assistance and supervision.
- Five (5) field work days to be budgeted for consultant (including one (1) day mobilization, three (3) days onsite field work, and one (1) day demobilization), considering two (2) consultant personnel.

- Stabilization and collection of ten (10) groundwater samples, including from the eight (8) newly-installed wells (Spring 2025) as well as two (2) formerly installed wells (if deemed functional).
- Collection of eight (8) representative surface water samples, including from nearby Moose River (i.e., upstream, WDS-adjacent and downstream) as well as from wetland ponds/waterbodies in vicinity.
- All groundwater and surface water samples to be collected according to best practices, must be properly preserved and promptly delivered to a CALA accredited laboratory for chemical testing upon completion of field work program. All samples shall be tested for full suite parameters and compared against relevant standards (i.e., with all associated costs to be included in Respondent proposal estimate) as part of establishing baseline conditions at the site, including (but not limited to): general chemistry, ICP Metals, PHCs + BTEX, PAHs, VOCs, PCBs, nutrients, PFAS, Schedule 4 TCLP and mSPLP.

## **2.4 Evaluation of Results, Options Analysis and Development of Decommissioning Plan**

Upon completion of the background information review and geo-environmental site investigation, the Successful Respondent is expected to complete critical evaluation of findings/results in considering sound Moose River WDS decommissioning/closure planning needs and options. This includes (but is not limited to):

- Detailed analysis/evaluation of soil, groundwater and surface water quality results, potential impacts, patterns and/or trends, etc.
- Groundwater site contours and flow direction (and attenuation zone, as needed), to be defined to understand groundwater flow dynamic and potential migration/pathways.
- Potentially suitable approaches/options for restoration/rehabilitation and ongoing, long-term monitoring, ensuring alignment with best practices, logistical and cost-effectiveness, and considering the remote, natural/forested setting of the site within First Nations utilized area.
- Proposed long-term groundwater monitoring plan (in consultation with ONTC and MECP/MNR), with objective to measure the nature/extent of egress of any potential contaminants from the WDS, as needed. Note: required chemical parameters for long-term monitoring program will be determined/evaluated following site baseline study.
- General site safety, security (e.g., access gate) and/or signage considerations.
- High-level estimated quantities for decommissioning/closure work (e.g., construction materials, equipment, labour, etc.) including associated costs, potential soil volumes/quantities, proposed inputs and timelines. **To include regulatory compliant IFC drawings.**

## **3. Reporting and Deliverables**

The Successful Respondent will be required to develop and prepare draft and final **Geo-Environmental Investigation and Decommissioning Plan Report** for the Moose River WDS. Generally, this report should cover the following sections:

- Executive Summary
- Introduction
- Background information review
- Methodology
- Geo-environmental investigation results and analysis
- Discussion and evaluation of Moose River WDS decommissioning/closure and monitoring options, as well as confirmation of preferred approach
- Conclusions and next steps recommendations
- Assumptions, limitations and deviations

**• Moose River WDS Decommissioning Plan:**

Note, requested by ONTC to be included in appendix as a “stand alone” section and document/plan for ONTC needs. Section should clearly/concisely outline and address WDS decommissioning/closure plan (i.e., preferred approach in consultation with ONTC and MECP/MNR) according to best practices and considering the remote, natural/forested setting of the site within First Nations utilized area.

Report must include: restoration/rehabilitation methods and considerations, long-term monitoring including groundwater sampling program to measure the nature/extent of egress of any potential contaminants (as needed), general site safety, security (e.g., gates) and/or signage, high-level estimated quantities for decommissioning work (e.g., construction materials, equipment, labour) and associated costs, proposed inputs and timelines, etc. Format must clearly/concisely communicate decommissioning plan information.

- All other relevant appendices required to be included in report, including pertinent background information/records, chemical laboratory reports, representative site/field work photographs, all associated summary data tables and figures with key results highlighted, etc.

**Reporting Timelines:**

- *Preliminary Geo-Environmental Investigation and Decommissioning Planning Memo (PowerPoint format) to be prepared by consultant and delivered to ONTC by November 1, 2025:*
- Note: consultant to prepare memo in PowerPoint memo format for efficiency, summarizing methods and geo-environmental investigation findings, outlining potential decommissioning/closure planning approaches/options, and suitable long-term monitoring. ONTC to coordinate sending to MECP/MNR for further review/feedback, as needed. Online MS Teams meeting to be arranged with consultant and ONTC, as well as MECP/MNR representatives (as needed) to review, collect feedback, discuss, answer questions, address comments and determine

preferred, final recommendation/ confirmation of framework for WDS decommissioning plan.

- Draft Geo-Environmental Investigation and Decommissioning Plan Report to be prepared by consultant and sent to ONTC for review/comment by December 1, 2025 for 2-week review/comment period.
- Final Geo-Environmental Investigation and Decommissioning Plan Report sent to ONTC by February 1, 2026.

Note: ONTC to coordinate delivery of Final Report to MECP/MNR, as needed. As part of this engagement, to ensure Ministry acceptance of final reporting and decommissioning/closure plan, Respondent will be required to reasonably address any additional Ministerial comments/questions, should they arise, in timely, effective manner.

#### **4. Assumptions/Special Instructions**

- ONTC will provide relevant background information to Successful Respondent for review upon contract award.
- ONTC will coordinate all Agency and Ministerial communications, and will direct/instruct Successful Respondent in this regard, as needed.
- With Land Use Permit no longer in place, ONTC has received approval/assurances from MNR to access the Moose River WDS for purposes of investigation and decommissioning/closure plan work.
- It is assumed the Respondent will ensure that the project is led by a Qualified Professional (QP) with either P.Eng. and/or P.Geo. designation(s).
- Respondent to submit Field Work Operation Plan no less than two (2) weeks prior to field work.
- Respondent should provide cost estimate and scheduling memo after contract award.
- Respondent should reasonably budget for eight (8) 1-hour, regular planning/coordination meetings with ONTC and Respondent key staff over duration of project.
- ONTC will be responsible for completing First Nation “Duty to Consult” obligations and notice of work commencement communication. Note, ONTC may provide further guidance/instruction to the Respondent in this regard (as needed), to ensure First Nation considerations are soundly addressed.
- Respondent required to source and include in proposal estimate for qualified, experienced drilling sub-contractor to complete boreholing and monitoring well installation work, including all associated equipment and materials/supplies. Heavy-set, tracked mud-rotary drill rig (e.g., CME-55) with rock-coring and split spoon sampling ability requested.
- Respondent required to source and include in proposal estimate equipment handler vehicle/machine (e.g., rugged-terrain telehandler, etc.) for effective

equipment/supply (e.g., sand bags, well and sampling equipment, water totes, etc.) transport approx. 1-km down bush access road from Moose River rail laydown area to Moose River WDS.

- Respondent intrusive work/disturbance with heavy machinery should be minimized to extent feasible, and kept within Moose River WDS area.
- Respondent may be required to complete light vegetation/brush clearing to accommodate drilling, to be coordinated in consultation with ONTC.
- Respondents required to budget for a maximum of two (2) consultant field personnel and two (2) drilling sub-contractor field personnel, due to limited rail transport room. ONTC staff to provide work supervision and supplemental support.
- All sampling and testing will be completed in general accordance with industry best practices and regulatory standards, including O.Reg. 153/04: Records of Site Condition, CCME guidelines, O. Reg 406/19: On-Site and Excess Soil Management, O.Reg. 232/98: Landfilling Sites and PWQOs (surface water).
- ONTC will coordinate logistics and cover all associated, additional costs for rail access to the remote sites, including arranging rail safety flagging/instruction (as required), mobilization/demobilization of drill rig and all associated equipment via flat-bed rail car from Cochrane to Moose River, and shuttling workforce personnel to and from the work site daily.
- ONTC will provide and cover cost of a side-by-side utility vehicle (e.g. UTV) for use at the site, including shuttling/transporting personnel, gear and smaller equipment (e.g. sample coolers, etc.) from rail-access lay down area to WDS site along bush access road.
- Note, with respect to drilling sub-contractor, Respondent will be required to budget for three (3) days for mobilization in addition to three (3) days demobilization, with additional time needed due to expected lag time required for loading to flat car, proper load securement and ONTC safety inspection and delivery to/from remote site by regularly scheduled ONTC freight train.
- Respondent personnel required to secure lodging accommodations to overnight in Moosonee during field work duration. ONTC staff will supervise and shuttle workforce to and from work site daily by hi-rail pick-up truck.
- Considering the remote nature of the Moose River WDS, with complex logistics for access and potential field unknowns, Respondents are requested to reasonably apply and include **\$25,000 contingency allowance** within their proposal estimate.

## **Deviations**

Note: ONTC encourages and welcomes Respondents to outline their understanding of the project and propose and clearly communicate any/all work program deviations outside of the specified methodology which may benefit the project, for ONTC consideration. All stated deviations and/or recommendations should be accompanied with detailed context and explanation/justification.

**PART 3 - RFP SPECIFICATIONS**  
**SCHEDULE 3-A-2**  
**ISSUE FOR TENDER DOCUMENTS**

Refer to the Issue for Tender Documents, as outlined below, and which are attached to this Schedule 3-A-2.

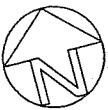
<b>Drawing No.</b>	<b>Description</b>	<b>Date</b>
<b>ONTC Engineering Services - Rail Infrastructure</b>		
A-6251	Moose River Waste Disposal Site Layout Figure	June 26, 2009
	Moose River Waste Disposal Site Map and Photographs	May 9, 2025
	Moose River Waste Disposal Site Bore Logs	February 21, 2024
A7208301	Moose River Waste Disposal Site - MOE-issued Certificate of Approval	May 14, 1982

SIGN: ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION  
MOOSE RIVER WASTE DISPOSAL SITE  
MUNICIPAL WASTE ONLY  
IN CASE OF EMERGENCY,  
CONTACT: 1-800-558-4129  
OTHER ENQUIRIES: 705-272-4610  
CERT. OF APP. # A7208301

ONTARIO  
555 OAK ST. EAST  
NORTH BAY, ON  
P1B 8L3

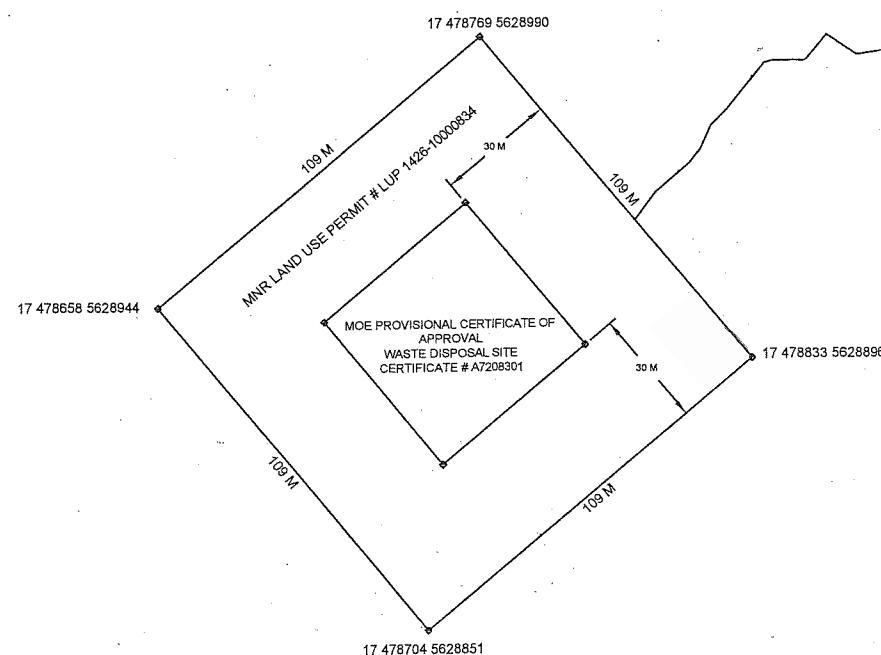
ROAD ENTRANCE TO  
WASTE DISPOSAL SITE

SIGN: MOOSE RIVER DUMP  
500M AHEAD  
NO ILLEGAL DUMPING  
17 479297 5629062



ROAD TO WASTE DISPOSAL SITE

SIGN: MOOSE RIVER DUMP  
200M AHEAD  
NO ILLEGAL DUMPING  
17 478938 5629012



<b>ONTARIO NORTHLAND</b> ENGINEERING SERVICES RAIL INFRASTRUCTURE	
MOOSE RIVER WASTE DISPOSAL SITE	
NOTE: GPS COORDINATES ARE UTM AND BASED ON NAD 83 DATUM.	
	DATE: June 26, 2009
	DRAWN BY: P.A.L.
VERIFIED BY:	
REVISED:	
DRAWING NO. A-6251	

# Moose River Waste Disposal Site

50.811191°, -81.301929°

Moose River

Ontario Northland  
Railway (ONR)  
Mainline

Access Bush Road

Moose River  
Waste Disposal  
Site

Moose River (Seasonal  
Community)

Crossing,  
lay down  
area for site  
mob./demob.

Google Earth

Image © 2025 Airbus

N

400 m

















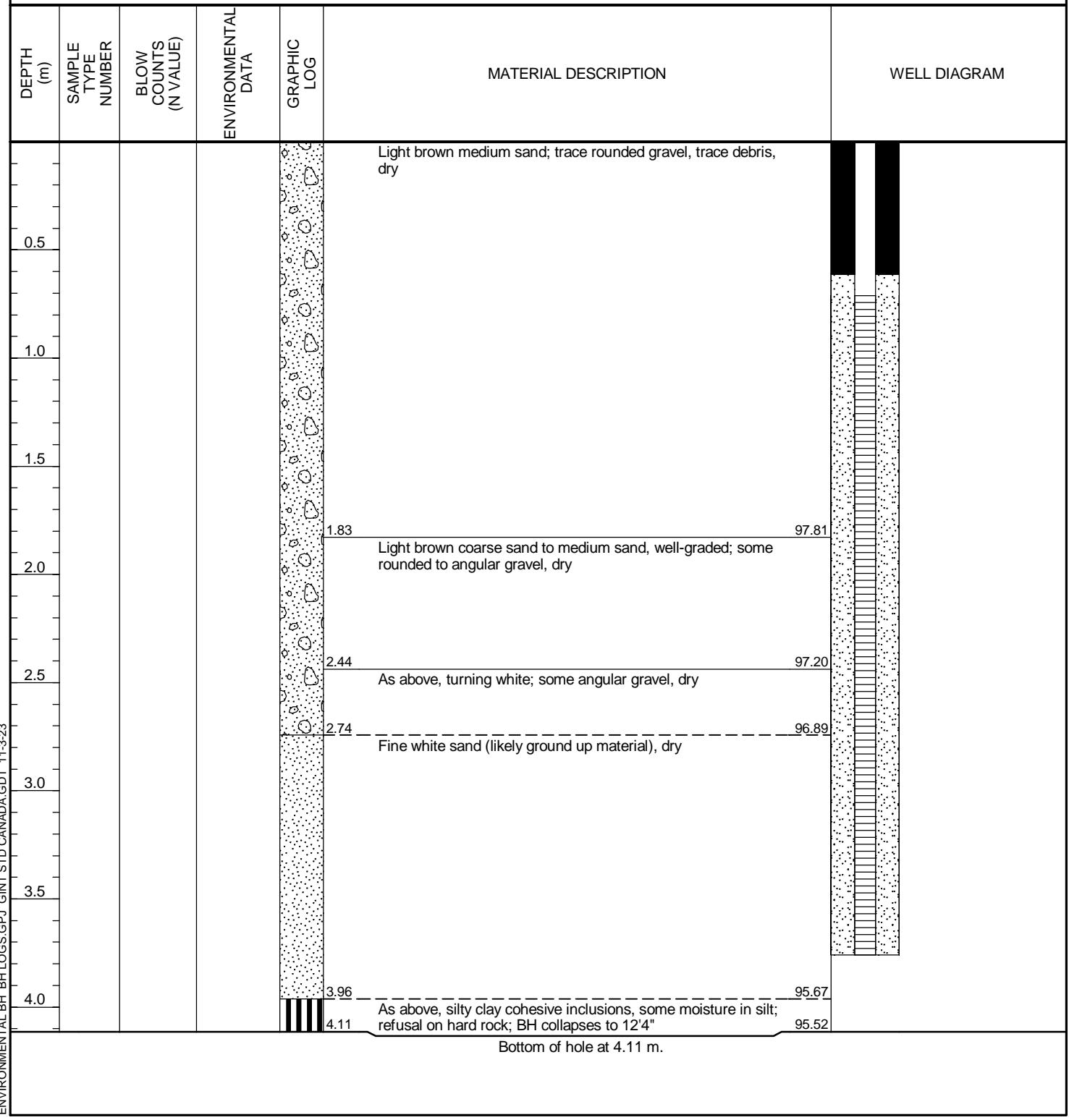








CLIENT Minister Natural Resource and Forestry PROJECT NAME Hydrogeological Assessment and Closure Plan  
 PROJECT NUMBER CCO-24-1182 PROJECT LOCATION Moose River Crossing Waste Disposal Site  
 DATE STARTED 9-19-23 COMPLETED 9-20-23 WELL ELEVATION 99.637 m HOLE SIZE 0.1524  
 DRILLING CONTRACTOR Walker Drilling GROUND WATER LEVELS:  
 DRILLING METHOD Rotary Rig AT TIME OF DRILLING ---  
 LOGGED BY FM CHECKED BY JB AT END OF DRILLING ---  
 NOTES Elevation from TOP, m asl LOCAL AFTER DRILLING ---





Mcintosh Perry

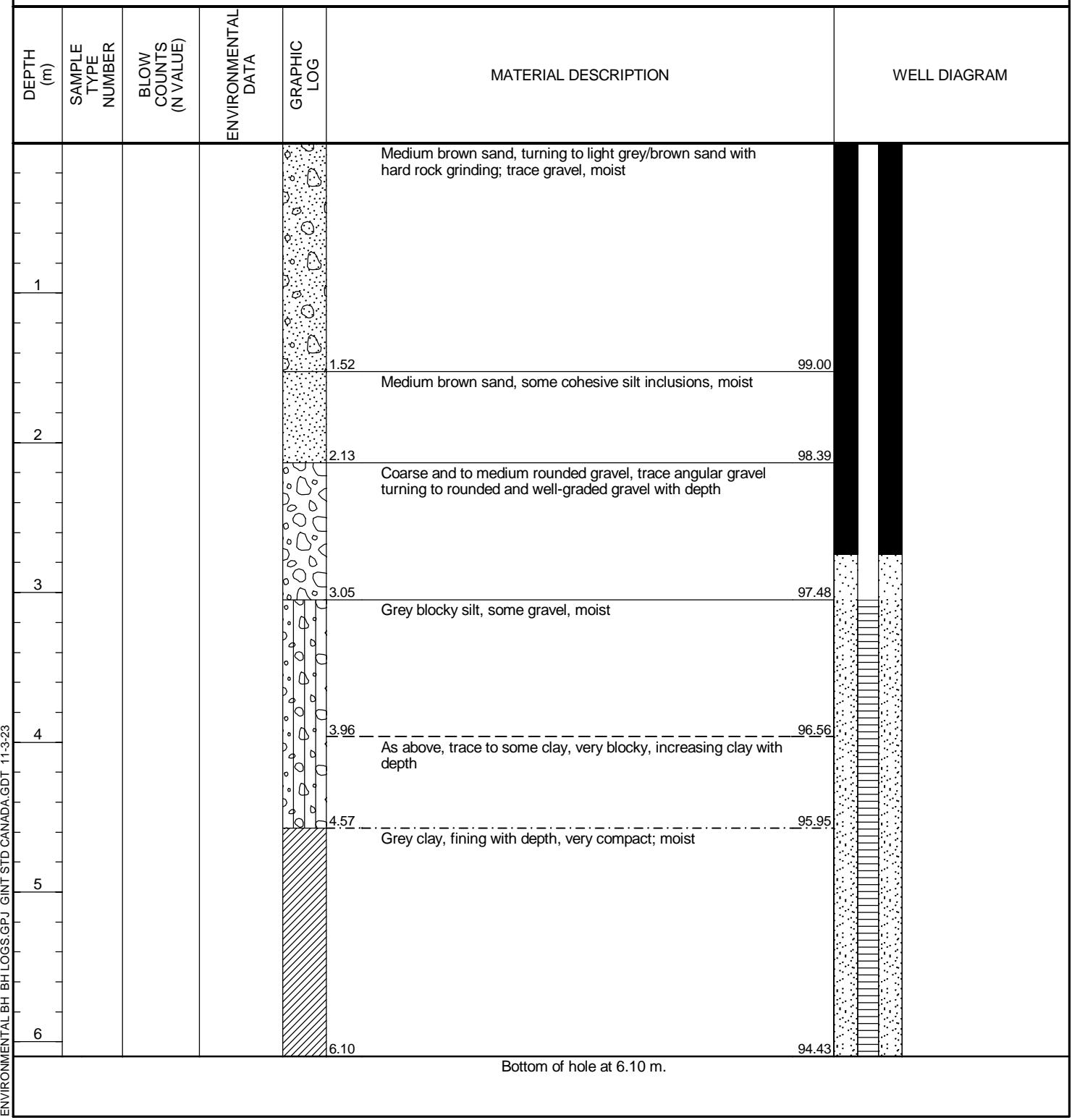
## BORING NUMBER BH23-2

PAGE 1 OF 1

CLIENT Minister Natural Resource and Forestry PROJECT NAME Hydrogeological Assessment and Closure Plan  
PROJECT NUMBER CCO-24-1182 PROJECT LOCATION Moose River Crossing Waste Disposal Site  
DATE STARTED 9-19-23 COMPLETED 9-20-23 WELL ELEVATION   HOLE SIZE 0.1524  
DRILLING CONTRACTOR Walker Drilling GROUND WATER LEVELS:  
DRILLING METHOD Rotary Rig AT TIME OF DRILLING    
LOGGED BY FM CHECKED BY JB AT END OF DRILLING    
NOTES   AFTER DRILLING  

DEPTH (m)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	ENVIRONMENTAL DATA	GRAPHIC LOG	MATERIAL DESCRIPTION	WELL DIAGRAM
0.5					Brown medium sand, dry	
1.0					Rounded gravel, fining with depth	
1.5						
					Refusal at 1.67 on hard rock Bottom of hole at 1.68 m.	

CLIENT Minister Natural Resource and Forestry PROJECT NAME Hydrogeological Assessment and Closure Plan  
 PROJECT NUMBER CCO-24-1182 PROJECT LOCATION Moose River Crossing Waste Disposal Site  
 DATE STARTED 9-19-23 COMPLETED 9-20-23 WELL ELEVATION 100.525 m HOLE SIZE 0.1524  
 DRILLING CONTRACTOR Walker Drilling GROUND WATER LEVELS:  
 DRILLING METHOD Rotary Rig AT TIME OF DRILLING ---  
 LOGGED BY FM CHECKED BY JB AT END OF DRILLING ---  
 NOTES Elevation from TOP, m asl LOCAL AFTER DRILLING ---





Ontario

Ministry  
of the  
Environment

Ministère  
de  
l'Environnement

NOTICE  
Page 1 of 2

Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, Ontario  
P1B 8L3

*You are hereby notified that Provisional Certificate of Approval No. A7208301, dated May 2, 1982 which has been issued to Her Majesty the Queen in Right of Ontario as Represented by the Minister of Natural Resources is being amended as follows:*

- (1) The name of the holder of this Provisional Certificate of Approval has been changed to the Ontario Northland Transportation Commission.

*The reason for the imposition of this amendment is as follows:*

- (1) The reason for Condition 1 is to identify the new name of the holder of this Provisional Certificate of Approval.

The following is added to Schedule "A" of the Certificate:

- (1) Letter from Nancy Wilson, Area Supervisor, MNR, to Stuart Kidd, Ontario Northland Transportation Commission dated February 12, 1997, re: transfer of site to ONTC.
- (2) Letter from Rick Tapley, Area Supervisor, MNR, to Ernie Marasco, Ontario Northland Railway dated May 8, 1998, re: transfer of site.
- (3) Letter from S. P. Simmens, Ontario Northland Transportation Commission to Rick Tapley Area Supervisor, MNR dated October 20, 1998 re: transfer of site.
- (4) Letter from Rick Tapley, Area Supervisor, MNR to Ken Simmons, Senior Environmental Officer, MOE dated October 29, 1998 re: transfer of site.

All other conditions on the original Certificate as amended, are not affected by this Notice, and remain in effect.



Ontario

Ministry  
of the  
Environment

Ministère  
de  
l'Environnement

NOTICE  
Page 2 of 2

*In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990 c. E-19, you may by written notice served upon me and the Environmental Appeal Board within 15 days after receipt of this Notice, require a hearing by the Board. Section 142 of the Environmental Protection Act, as amended provides that the Notice requiring a hearing shall state:*

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

*In addition to these legal requirements the Notice should also include:*

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste disposal site is located;

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary,\*  
Environmental Appeal Board,  
2300 Yonge St., 12th Floor,  
P.O. Box 2382  
Toronto, Ontario.  
M4P 1E4

AND

The Director,  
Section 39, Environmental Protection Act,  
Ministry of Environment,  
2 St. Clair Ave. W., 12A Floor,  
Toronto, Ontario.  
M4V 1L5

\*Further information on the Environmental Appeal Board's requirements for an appeal can be obtained directly from the Board by: Tel: (416) 314-4600, Fax: (416) 314-4506 or e-mail: [www.erp.gov.on.ca](http://www.erp.gov.on.ca).

DATED AT TORONTO this 31st day of January, 2000.

THIS IS A TRUE COPY OF  
THE ORIGINAL NOTICE  
SIGNED BY: A. Dominski, P. Eng.  
MAILED ON: Feb 11/02

BY:

KS/nb

c. District Manager, Timmins



FILE COPY

Ministry of  
Natural Resources

Ministère des  
Richesses naturelles

February 12, 1997

Ontario Northland Transportation Commission  
555 Oak Street East  
North Bay, Ontario  
P1B 8L3

Attention: Stuart Kidd

Dear Sir:

**Subject: Moose River Waste Disposal Site**

We wish to take this opportunity to advise you that the Ministry of Natural Resources is phasing out its role towards providing a waste management program on public lands.

With regards to the above noted facility, it is our understanding that the ONTC is the major user of this site. Having stated this fact, we would like to initiate discussions with your office in attempt to keep the site open by assisting with the transfer of this site to the ONTC. If we are unable to commence the transfer process by May 1, 1997 the site will be formally closed as of October 15, 1997.

Should you wish to discuss this possibility further please contact Ed Shynkorenko at (705) 336-2987. Should we not hear back from you by March 31 1997 we will assume that your office is not interested in this offer, and we will proceed accordingly.

Yours truly,

Nancy Wilson  
Area Supervisor  
Ministry of Natural Resources  
P.O. Box 190  
Moosonee, Ontario  
P0L 1Y0

Tel. (705) 336-2987  
Fax. (705) 336-2983

ES/

c.c. Jim Virtue, MOEE-Timmins Ontario

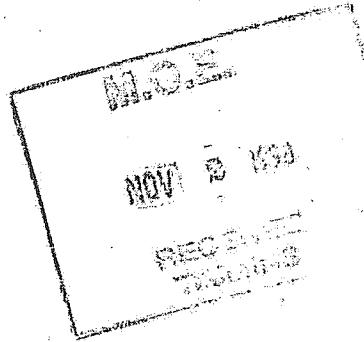
PLB 20/97  
will remain until  
STUART CALLED  
TO DISCUSS AS ONTC  
CONTACT  
IN THIS  
ES



Ministry of  
Natural Resources

Ministère des  
Richesses naturelles

October 29, 1998



Ministry of Environment  
Ontario Government Complex  
Highway 101 E. P.O. Bag 3080  
South Porcupine Ontario P0N 1H0

ATTENTION: Ken Simmons, Senior Environmental Officer

Dear Sir:

**SUBJECT: Transfer of Certificate of Approval for  
Moose River Waste Disposal Site**

Please accept this letter as support for the transfer of the existing Certificate of Approval for the Waste Disposal Site at Moose River Crossing to the Ontario Northland Transportation Commission.

For your information you will find enclosed a copy of all correspondence between our office and Ontario Northland pertinent to the subject matter.

When the transfer of the Certificate of Approval has been completed, please advise our office so we may proceed to issue a Land Use Permit to the proponent.

Please advise the undersigned of any further requirements.

Yours truly

  
Rick Tapley  
Area Supervisor  
Ministry of Natural Resources  
P.O. Box 190  
MOOSONEE, Ontario P0L 1Y0

Telephone: 705-336-2987  
Facsimile: 705-336-2983

GR/ds  
Enclosures

c.c. S.P. Simmens, Ontario Northland, North Bay, Ontario

May 8, 1998

Ontario Nortland Railway  
555 Oak Street East  
North Bay Ontario P1B 918

Attention : Ernie Marasco  
Sr. Director of Track Maintenance

**RE: WASTE DISPOSAL SITE AT MOOSE RIVER CROSSING**

Dear Mr. Marasco,

The Ministry of Natural Resources Moosonee Area office has been responsible for the operation and maintenance of the waste disposal site located at Moose River Crossing. Please accept this letter as notification that the Ministry of Natural Resources is planning on permanently closing this site by the end of September 1998. We will be advising all current users to find alternative methods of disposing of their waste.

Should you be interested our ministry would be willing to transfer the Certificate of Approval for the site to the ONR. Before this would happen we would clean up the area and ensure that the site meets all the M.O.E.E. requirements. In our experience the site is low maintenance and inexpensive to maintain.

MNR staff are planning a trip to Moose River in the near future (JUNE) during this time we would be willing to meet with a representative of the ONR to inspect the site and discuss the topic of closure or the transfer of the site.

Cont.

We ask that you notify our office by June 30, 1998 if you intend to take over the site.

Should you have any questions or concerns regarding the above, please contact Gordon Ross of this office.

Yours Truly,

Rick Tapley  
Area Supervisor  
Ministry of Natural Resources  
P.O. Box 190  
Moosonee Ontario  
P0L 1Y0

Tel. (705) 336 - 2987  
Fax. (705) 336 - 2983

gr/



655 Oak Street East, 565, rue Oak est  
North Bay, Ontario P1B 6L3 North Bay (Ontario) P1B 6L3  
Telephone: (705) 472-4500 Téléphone: (705) 472-4500  
Fax: (705) 476-5598 Télécopieur: (705) 476-5598

1810-15

October 20, 1998

Mr. Rick Tapley  
Area Supervisor  
Ministry of Natural Resources  
P. O. Box 190  
MOOSONEE ON P0L 1Y0



Dear Rick:

This is in reference to letter dated May 8, 1998 from yourself. The O.N.T.C. is prepared to take over the maintenance of the Moose River dump site and would appreciate you transferring the certificate of approval to us.

Thank you,

S. P. Simmens  
Superintendent Structures Maintenance



Ministry  
of the  
Environment

Provisional Certificate No. A7208301

## PROVISIONAL CERTIFICATE OF APPROVAL WASTE DISPOSAL SITE

Under the Environmental Protection Act and the regulations and subject to the limitations thereof, this Provisional Certificate of Approval is issued to:

Her Majesty the Queen in the Right of Ontario  
as Represented by the Minister of Natural Resources,  
P. O. Box 190,  
Moosonee, Ontario.  
POL 1Y0

for the use and operation of a 0.6 hectare landfill site within a 1.2 hectare total site area.

all in accordance with the following plans and specifications: "Application for a Certificate of Approval for a Waste Disposal Site (landfill)" dated October 25, 1980 and covering letter dated April 21, 1982 from Mr. Bill Hutchison, Lands Technician.

Located:

Township of Canfield (unorganized),  
District of Cochrane.

which includes the use of the site only for the disposal of the following categories of waste (NOTE: Use of the site for additional categories of wastes requires a new application and amendments to the Provisional Certificate of Approval) domestic waste.

and subject to the following conditions:

Dated this 14th day of May, 19 82.

  
Director, Section 38  
Environmental Protection Act



**PART 4**

**REQUEST FOR PROPOSALS**

**FORM OF PROPOSAL**

Note: Respondent is required to complete Part 4 in its entirety in order to be considered as having submitted a complete Proposal. Part 4 will be provided in Word format to Respondents who return Schedule 2-B - Participation Registration Form.

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 1  
PROPOSAL SUBMISSION FORM**

RFP Number: RFP 2025 038

Description: Moose River Waste Disposal Site, Geo-Environmental Investigation and Decommissioning Planning

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

I/We,

*(Name of Respondent(s))*

having carefully examined, understood, and completed the Request For Proposals Documents as described in Section 2 - The RFP Documents, and Addenda No. \_\_\_ to No. \_\_\_, inclusive, and having familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the Moose River Waste Disposal Site, Geo-Environmental Investigation and Decommissioning Planning as outlined on this Proposal Form 1.

**PRICING FOR CHANGE ORDERS / CHANGE DIRECTIVES:**

Please quote overhead and profit percentage based on the following project cost ranges:

Project Costs	Overhead %	Profit %
\$0 up to \$9,999		
\$10,000 up to \$49,999		
\$50,000 up to \$99,999		
\$100,000 up to 149,999		
\$150,000 up to \$200,000		
\$200,000 and higher		

**Please note that these project cost ranges apply to the aggregate spend of all change orders and not on a per change order basis. Any OH&P applied shall be calculated against the subtotal of the applicable change order only. ONTC reserves the right to not accept the percentage values provided in the table above and any future change order markups will be reviewed and agreed upon by ONTC and contractor.**

Please provide the costs for the following (add an additional page for any items not listed below):

Item	Cost
Mobilization	
Project Manager	
Site Supervisor	
Onsite Facilities	
General Labour	
Safety and Security	
Removal and Proper Disposal	
Equipment and Rentals	
Temporary Work	
Other Costs	
<b>Contingency Allowance</b>	<b>\$25,000.00</b>
<b>Total Project Cost (excluding HST)</b>	

**Note: ONTC requests that all Respondents include \$25,000 contingency allowance in their budget estimate, due to remote site conditions, complexity of work and potential unknowns**

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 1 *cont'd***  
**PROPOSAL SUBMISSION FORM**

The price set out in Proposal Form 1 shall include any specified allowance and all taxes (**excluding HST**) except as may be otherwise provided in the RFP Documents, and to furnish all materials, labour, equipment and transportation to perform the entire Work described in the RFP Documents, in the manner prescribed therein, and in accordance with the specifications. **Please attach any cost breakdowns to this Proposal Form 1.**

**Hourly Rates**

In the following table, enter the hourly rates in respect of all proposed Personnel that will perform the Services and/or provide the Deliverables. Personnel should include various positions required for support. Please add additional lines as required or attach the hourly rate breakdowns to this Proposal Form 1.

<b>Role and Experience Level</b>	<b>Hourly Rate</b>
	\$
	\$

The award of the Contract is subject to budgetary approval.

ONTC reserves the right, in its sole discretion, to disqualify any Respondent that is a U.S. Business as defined in Proposal Form 2.

ONTC reserves the right in its sole discretion to sub-divide and/or bundle the Goods and/or Services which are the subject of this RFP and award one or any number of separate contracts for the Goods and/or Services.

**Proposal Forms**

The information contained in the Proposal Forms, as listed in the Request for Proposals and attached hereto, forms an integral part of this Proposal.

**Declarations**

We hereby declare that:

- (a) We will execute the Agreement within ten (10) Working Days of receipt of the Final Agreement;
- (b) We agree to perform and fully complete the Work on or before the agreed upon schedule;
- (c) The Work is to start no later than the agreed upon start date in the schedule;
- (d) Work is deemed to be complete when Work has achieved Substantial Performance as defined in the *Construction Act*;

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 1 *cont'd***  
**PROPOSAL SUBMISSION FORM**

- (e) The statutory holdback pursuant to the Construction Act will be 10% and a warranty holdback of 2.5%;
- (f) We will provide the required evidence of insurance, as specified in the ONTC - Draft Agreement included in Part 5 of the RFP Documents, with our execution of the Agreement;
- (g) For the General Liability Insurance, Ontario Northland Transportation Commission is to be included as an additional insured;
- (h) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (f) above;
- (i) No person, corporation or other legal entity other than the undersigned has any interest in this Proposal or in the proposed Contract for which this Proposal is made;
- (j) This Proposal is irrevocable for a period of ninety (90) days from the Submission Deadline;
- (k) It is understood and agreed that if this Proposal is accepted, we will not commence the Work until we have executed the Final Agreement and delivered it to ONTC and/or we are advised in writing by ONTC to proceed with the Work;
- (l) All copies of plans and specifications and other said RFP Documents furnished to us for the purpose of this Proposal are the property of ONTC and shall be kept confidential and not divulged in any manner by us. They will not be used on other work by us and will be returned to the issuing office when requested or promptly when not bidding; and
- (m) We have no right to reimbursement by ONTC for expenses, both direct and indirect, which may have been incurred by us in preparing this Proposal or otherwise participating in the RFP Process.

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 1 *cont'd*  
PROPOSAL SUBMISSION FORM**

Signed and submitted for and on behalf of:

Contractor:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province and Postal Code)

Signature:

\_\_\_\_\_  
I have authority to bind the corporation.

Name and Title:

\_\_\_\_\_

Email:

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 2**  
**RESPONDENT'S GENERAL INFORMATION**

The Respondent must complete this document and submit it as part of their Proposal.

Name <i>Please indicate the complete legal name of the firm</i>	
Tax Registration # (HST)	
Tax Registration # (GST)	
Tax Registration # (QST)	
Address	
Telephone Number	
Web Address	
Please indicate any other name(s) under which the firm operates <i>(if applicable)</i>	

Owner  Partnership  Corporation

Relationship *(if applicable)*

Parent Company	
Subsidiaries	
Affiliates	

Ontario Business: Yes  No

**“Ontario Business”:** A supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either has its headquarters or a main office in Ontario or has at least 250 full-time employees in Ontario at the time of this RFP.

Canadian Business: Yes  No

**“Canadian Business”:** A supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either has its headquarters or a main office in any province or territory within Canada or has at least 250 full-time employees in any one province or territory within Canada at the time of this RFP.

U.S. Business: Yes  No

**“U.S. Business”:** A supplier, manufacturer or distributor of any business structure (including a sole proprietorship, partnership, corporation or other business structure) that (i) has its headquarters or main office located in the U.S., and (ii) has fewer than 250 full-time employees in Canada at the time of the applicable procurement process. If a Respondent is a subsidiary of another corporation, part 1 of the definition above is met if that Respondent is controlled by a corporation that has its headquarters or main office located in the U.S.

*If the Respondent has not demonstrated eligibility with a “No” response to being a U.S. Business, ONTC reserves the right, in its sole discretion, to disqualify the Respondent.*

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 2 cont'd**  
**RESPONDENT'S GENERAL INFORMATION**

**S-211:**

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

1. Is your company required to report under the Government of Canada's Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act? Yes  No
2. Is your company compliant with the Government of Canada's Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act? Yes  No
3. Has your company been involved in forced and/or child labour in the past? Yes  No   
If yes, please provide details including date and action taken to mitigate.

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**Main Contact Person (for the purposes of this Proposal)**

Name	
Title	
Telephone #	Fax #
E-mail address	

Indicate below your company/business' invoice terms:

---

Does your company/business have the capability to handle Electronic Funds Transfers?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please provide the necessary banking information as part of your submission.

If available, please provide your Dunn & Bradstreet Reference Number:

---

How many years of experience does your company have in the provision of goods or services proposed herein?

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 2 *cont'd***  
**RESPONDENT'S GENERAL INFORMATION**

**Subcontractors**

The Respondent must indicate where they will use subcontractors for specific services.

Description of Services	Subcontractor's Name	% Contract Value	Telephone Number

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 3  
ACKNOWLEDGMENT TO COMPLY WITH PART 3 - REQUEST FOR PROPOSALS  
SPECIFICATIONS**

Respondent acknowledges that they can comply with Part 3 - Request for Proposals Specifications.

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

Respondent to provide details below or include as an attachment to this Proposal Form 3. In particular, if the Respondent will deviate in any way from the requirements identified in Part 3 - Requests for Proposals - Specifications, the Respondent shall provide complete details of how they will deviate, this shall include proposed equivalent alternatives.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 4**  
**REFERENCES**

The Respondent must supply here the reference information of three (3) relevant customers for which they have provided similar services within the last five (5) years. ONTC is **NOT** to be listed as a Reference.

**Reference #1**

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

**Reference #2**

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

**Reference #3**

Company name	
Location	
Description of services provided	
Start and end dates	
Value of the contract	
Contact person name and title	
Phone	E-mail

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 5**  
**COMPLIANCE WITH CONTRACT DOCUMENTS**

The Respondent may suggest changes to the Draft Agreement included in Part 5 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 Respondent's proposal. ONTC will not accept any material changes to the clauses in the Draft Agreement relating to Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).

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

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 6**  
**HEALTH, SAFETY AND ENVIRONMENT**

Respondents shall review the attached Health and Safety Policy Statement and include the following with their Proposal:

1. Submit a copy of the most recent version of your Health, Safety, and Environmental Protection Policy.
2. Submit the attached Contractor Health and Safety Responsibility Agreement.
3. Submit the attached Contractor Safety Pre-Qualification Form and associated supporting documents. The following items must be submitted by the contractor for prequalification:
  - WSIB Safety Record: Submit a copy for the last 3 years or equivalent accident/injury data.
  - Current Clearance Certificate: Confirms Contractor has met reporting and payment obligations to WSIB. ONTC requires the Contractor to submit a copy of the clearance certificate every 2 months and before the final payment on the contract has been made.
  - Past environmental, Health and Safety Records: Copies for the last 2 years.
  - Training and Certification Records: Documentation verifying all workers have received the necessary safety training required in relation to the scope of the RFP.
  - Hazardous material list: List of all hazardous materials that will be brought onto ONTC property, if applicable.
  - ONTC may require a separate work plan detailing higher hazard work activity or any tasks that may tend to produce adverse consequences.

*Respondents must pass the Contractor Safety Pre-Qualification. Failure to pass will result in disqualification from the procurement process.*

<b>DATE FORMALIZED</b> April 2016	
<b>REVISED</b> February 2023	<b>Health and Safety Policy</b>

## POLICY STATEMENT

In keeping with our value of *Safety. Full Stop.* Ontario Northland Transportation Commission (ONTC) / Nipissing Central Railway (NCR) is committed to providing a safe and healthy work environment. Safety is core to everything we do. We don't settle for less, for our people or our customers, even when operating pressures make it difficult to do so.

As part of developing a safety culture, we will collectively strive to prevent accidents and incidents through a risk-based approach with the goal to continuously improve. Employees are required to report safety concerns immediately and can do so without fear of reprisal, while management ensures all employees receive quick follow-up.

We will adopt the latest in systems to improve the reporting, investigation, and implementation of corrective actions, close-out, and trend analysis of accidents and incidents. We will communicate safety and encourage engagement at all levels of the organization, such as during tailgates, briefings, and meetings.

The success of ONTC/NCR safety programs will be ensured through the collective and cooperative efforts of all, including management, employees, unions, and Workplace Health and Safety Committees. All ONTC/NCR members will jointly participate in safety, health and loss prevention initiatives to ensure a safe and healthy workplace for all employees.



Chad Evans  
President and CEO

## CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

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

certify the following:

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

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

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

An Authorized Signing Officer \_\_\_\_\_

(Key Contact)

(Title)

\_\_\_\_\_

(Telephone Number)

\_\_\_\_\_

(Firm's Name)

\_\_\_\_\_

(Firm's Address)

\_\_\_\_\_

**1. Company Identification:**

Company Name: \_\_\_\_\_

 Telephone  
e: \_\_\_\_\_

 ONTC  
Use

Mailing Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**2. Form of Business:**

Sole

 Proprietor

Partnership:

 Corporation

**3. Officers:**

President / CEO

Years with the Company

Vice President

Treasurer

Who is the manager most responsible for health and safety?

Name:

Title:

 How many years has your business operated under its current  
4. 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:









 10. Are any of the above services that you perform normally  
subcontracted to others?

 Yes

 No

**11. Health and Safety Performance**

a) Are any of the above services that you perform normally subcontracted to others?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b) Can you provide a Workplace Safety & Insurance Clearance Certificate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c) Is your company experience rated (CAD-7, NEER)? If yes attach CAD-7 reports for the last 3 years and go to item e). If no, complete item d).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d) Has an employee of your company suffered a fatal accident or "critical injury" as defined by the <u>Ontario Occupational Health &amp; Safety Act</u> ? Please provide for the last 3 years: i) total number of lost time accidents by rate group, ii) total number medical aid accidents, iii) total number of hours worked by each rate group	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e) Has your company ever been subjected to a Workwell Audit? If yes, what was your final score? _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
f) Are there judgements, claims or suits pending or outstanding against your company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
g) Have you received any regulatory (MOL, MOE, etc.) orders and/or prosecutions in the last 3 years? If yes, provide details of all prosecution and fines for the past 3 years on a separate sheet.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
h) Do you have involvement in provincial safety associations such as the Infrastructure Health & Safety Association (IHSA) and/or Workplace Safety & Prevention Services (WSPS)? If yes, please name:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<hr/>			
<hr/>			
<hr/>			

**12. Health and Safety Program and Procedures:**

a) Do you have a written health and safety policy? If yes, include a copy.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b) Do you have a written health and safety program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c) If so, are the following elements addressed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
i. Participation by all levels in the organization	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
ii. Accountabilities & responsibilities for managers, supervisors and employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
iii. Adequate resourcing for meeting health and safety requirements	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
iv. Hazard identification and control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v. Health and safety performance measurement and evaluation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
vi. Corrective actions implementation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

**13. Health and Safety Program: Does the health and safety program include procedures and practice documents such as:**

a) Hazardous Energy Control, Lock-out – Tag-out	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
---	------------------------------	-----------------------------	--

b) Confined Space Entry	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c) Working at Heights, Fall Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d) Personal Protective Equipment (PPE)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e) Portable / Electric Power Tools			
f) Vehicle Safety	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
g) Compressed Gas Cylinders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
h) Electrical Equipment Grounding Assurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
i) Powered Industrial Vehicles (forklifts, cranes, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
k) Excavation and Trenching	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
l) Housekeeping	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
m) Accident / Incident Reporting and Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

14. Do you have a policy/procedure for terminating contracts of subcontractors who do not comply with the requirements of the Occupational Health & Safety Act, associated regulations and / or company safety rules?  Yes  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? ( *If no, provide a description of your plan to assure that they can safely perform their tasks* )  Yes  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?  Yes  No

17. Do you have First Aid kits available to your staff?  Yes  No

18. Does your company use a formalized Health and Safety Plan for conducting large projects?  Yes  No

19. Does the company conduct pre-placement medical examinations?  Yes  No

20. Is task-adequate PPE provided to workers?  Yes  No

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



## Contractor Safety Pre-Qualification Form

c. Are certificates available upon request?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
27. Health and Safety Supervision			
a. Does the company have a health & safety coordinator?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
b. Who is the highest ranking safety professional in the company	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 7**  
**LIST OF EQUIPMENT**

List all Equipment, owned or controlled by the Respondent for use on the Work. Such list shall show for each Unit the description of the Unit, capacity, condition, age, present location, the owner's name and all-inclusive hourly rental rates. Such equipment shall be subject to inspection by ONTC to verify the stated information.

ONTC reserves the right to perform random site inspections in order to ensure the Successful Respondent's equipment used to perform the Work coincides with the information provided below. Any deviations may be subject to the terms of the Final Agreement. Any changes to this proposed list of equipment requires prior approval from ONTC.

<u>Quantity</u>	<u>Description</u>	<u>Capacity</u>	<u>Condition</u>	<u>Age</u>	<u>Location</u>	<u>Owner</u>	<u>Hourly Rental Rate</u>
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**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 8**  
**TECHNICAL SUBMISSION INSTRUCTIONS**

Respondents are required to refer to the below criteria, instructions and format when preparing their Technical Submission proposal document.

**COMPANY PROFILE (5 points)**

The Respondent shall provide a high-level introduction and overview of their organization (e.g., background/history, business model and governance, primary industries serviced, overall experience/specialization, operational regions, office locations and staffing, any notable industry recognition and/or awards, etc.).

In the event that the Respondent is using a subcontractor(s) for a portion(s) of the scope of work associated with this RFP, they shall also include a company profile for each subcontractor.

**DESCRIPTION OF SERVICES, EXPERIENCE AND QUALIFICATIONS (20 points)**

The Respondent shall provide a detailed written summary and description of major business lines, experience, project work, technical knowledge, qualifications/specialization and professional service offerings relevant to the Services/Deliverables requested by ONTC. Notable waste disposal site closure/remediation project/work experience should be suitably highlighted, in addition to any other industry relevant examples which may add value, including rail and transportation-based projects. Any sub-consultant arrangements/relationships for service offerings should be clearly stated. Overall, the information and cases provided should clearly and thoroughly support the Respondent's proposal for candidacy in meeting the services required by ONTC.

**PROJECT DELIVERY APPROACH, UNDERSTANDING AND SCHEDULE (25 points)**

Respondents must provide details about the project management and delivery approach which is typical of the firm, and what ONTC will receive, to ensure good standard of care/best practices, optimal efficiency, effectiveness, quality, consistency and positive project/engagement results and outcomes. This should include description of how the respondent firm navigates various project phases, such as project conceptualization, scoping and work planning, resource allocation, project execution, safety matters, quality control, preparation/submittal of Services/Deliverables and higher level oversight. Respondents should further describe their approach to assigning and managing key project personnel (including any sub-consultants), ensuring sound hierarchy and communication between work teams as well as the client, tracking key milestones, in addition to sound document management, scheduling and invoicing practices. Respondents should outline how quality technical services will be delivered to ONTC on time and budget.

As part of proposal evaluation, ONTC will broadly review and consider the Respondent's overall understanding of its business/operations and potential needs in offering professional environmental consulting services. Further, ONTC will review, consider and evaluate the overall impression of each Respondent's proposal, including professional design/style (i.e., "look and feel"), clarity, readability, organization, sound messaging, use of effective visuals, satisfactory examples/cases, quality/care and general completeness of proposal.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 8 *cont'd***  
**TECHNICAL SUBMISSION INSTRUCTIONS**

Evidence of a thorough review of the RFP Documents should be apparent in the Respondent's Schedule and Proposed Approach.

Respondents shall include a schedule with their Proposal. The schedule shall be in Gantt chart format, showing all activities of the Work. The schedule shall be designed to ensure conformity with the Contract Time. The Respondent shall ensure that the schedule adheres to all contractual requirements and technical submittal requirements. The schedule shall reflect the milestone dates listed below:

Request for Proposal Close	May 29, 2025
Spring Field Program Start Date	June 15, 2025 (Note: anticipated/proposed at this time, exact dates TBC in consultation with ONTC)
Fall Field Program Start Date	September 15, 2025 (Note: anticipated/proposed at this time, exact dates TBC in consultation with ONTC)
Preliminary Memo (PowerPoint Format)	November 1, 2025
Project Completion Date	February 1, 2026

ONTC has established the date for Completion of the Work with consideration for strict project timelines. As such, and subject to ONTC's sole discretion, a failure to confirm that the work will be completed by the identified date may result in disqualification of the Proposal.

**PROJECT TEAM AND HIERARCHY (15 points)**

Respondents are required to clearly outline and present the proposed project team and hierarchy that will support the ONTC engagement, complete with key personnel, titles/roles, qualifications and experience across functional groups, as needed. Further, any/all sub-consultants must be clearly acknowledged, with all key personnel similarly described. An effective, well-defined flow chart/visual illustrating team hierarchy should be developed and provided with this proposal, for ONTC review, reference and evaluation. Note, Respondent key personnel must have good, requisite experience/qualification and also availability to work on ONTC projects which may arise, in line with typical professional consulting standards, best practices and quality of care.

Roles and Responsibilities of key personnel should include:

- A brief description identifying the role and responsibilities of each key personnel, with respect to the Services requested;
- A statement describing the experience of the individual key personnel in working together on previous relevant projects;
- A statement indicating whether the key personnel is an employee of the Respondent or is a Subcontractor.

**PART 4 - FORM OF PROPOSAL**  
**PROPOSAL FORM 8 *cont'd***  
**TECHNICAL SUBMISSION INSTRUCTIONS**

**PERSONNEL CURRICULUM VITAE (CVs) (5 points)**

Respondents must include Curriculum Vitae (CVs) for all key project personnel who will be called to work on this ONTC engagement. Any sub-consultant personnel CVs (as applicable) must similarly be included in this format. Note, personnel CVs must be kept condensed to ensure readability – limited to one (1) page in length per individual, and should capture/include Name, Role/Title, Education and Qualifications, Professional Affiliations, Years of Experience, Specialties, and List of Relevant Project Experience. Project must be led by a Qualified Professional (QP) with a P.Eng and/or P.Geo designation and personnel shall be fully licensed and insured to work within Ontario, with good professional standing.

**PROJECT REFERENCES (10 points)**

The Respondent shall supply a minimum of three (3) relevant project descriptions for projects of a similar nature and scope that have been completed within the last five (5) years, for ONTC review, evaluation and consideration. Project references should serve as effective examples to communicate the firm's relevant, representative experience, skills, services and outcomes. Project references should be kept brief, limited to approximately half a page in length each, and include:

- (a) Project Name
- (b) Location
- (c) Date
- (d) Client (if feasible)
- (e) Contract Value (if feasible)
- (f) Description
- (g) Summary of Role and Benefit/Outcome
- (h) Client Contact information.

ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above, in addition to the references provided as part of Proposal Form 4.

**PART 4 - FORM OF PROPOSAL  
PROPOSAL FORM 9  
CLAIMS**

Submit an up to date list of outstanding, pending or anticipated claims, proceedings, liens or other legal claims, actions or proceedings.



**PART 5**  
**REQUEST FOR PROPOSALS**  
**DRAFT AGREEMENT**

## ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT is made **XXX** (the "Effective Date")

**BETWEEN:**

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**

("**ONTC**")

**AND**

**XXX**

(the "Engineering Consultant")

**THE PARTIES AGREE AS FOLLOWS:**

### INTERPRETATION

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

**"Agreement"** means this Agreement and all attached Schedules;

**"Background Intellectual Property"** means any work of the Engineering Consultant, for which the Engineering Consultant can establish through written records, the burden of which shall be upon the Engineering Consultant, that:

- (a) existed before the Engineering Consultant commenced providing any engineering services to ONTC;
- (b) was developed independent of the Services; or
- (c) constitutes processes, methodologies, experience and know-how of the Engineering Consultant, including incremental improvements thereto, learned or developed by the Engineering Consultant during the performance of the Services,

except to the extent such Background Intellectual Property incorporates ONTC provided Intellectual Property or ONTC Confidential Information or are part of the Work Product;

**"Change Order Process"** means the process described in sections 27 and 28;

**"Confidential Information"** includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential that was prepared by or received from ONTC, its subsidiaries, representatives or agents and all other information related to the Agreement or acquired in connection with the Agreement. "Confidential Information" does not include any portions of the Confidential Information that (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of

the public domain through no fault of the Engineering Consultant; or (c) is received from an independent third party who had obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality owed to ONTC;

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

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

**“Deliverables”** means the items in Schedule A and Schedule B that are to be provided by the Engineering Consultant;

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

**“Engineering Consultant Parties”** means the Engineering Consultant and its directors, officers, principals, partners, employees, contractors and agents and those for whom it is in law responsible and **“Engineering Consultant Party”** means any one of them;

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

**“Hourly Rate”** means the hourly amounts set out in Schedule B, if any;

**“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;

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

**“Moral Rights”** includes all moral rights arising under the *Copyright Act*, R.S.C. 1985, c. C-42 and any foreign copyright or related act or law;

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

**“ONTC Parties”** means ONTC and its officers, directors, employees, contractors and agents

and those for whom ONTC is in law responsible;

**“ONTC’s Requirements”** consists of written requirements and information provided by ONTC to the Engineering Consultant for the Project;

**“Personnel”** includes all principals, partners, employees, contractors and subcontractors of the Engineering Consultant;

**“Price”** has the meaning set out in Section 52;

**“Project”** means the Geo-Environmental Investigation (i.e., soil, groundwater and surface water) and Decommissioning Planning engagement for the Moose River Waste Disposal Site;

**“Receiving Party”** means the Party receiving Confidential Information, and includes all Engineering Consultant Parties or ONTC Parties, as the case may be;

**“Services”** means those services described in Schedule A – Scope of Work; and,

**“Work Product”** includes all Deliverables and Intellectual Property produced by or resulting from (a) the Services rendered by the Engineering Consultant, or which are otherwise developed or first reduced to practice by the Engineering Consultant in the performance of the Services, and (b) the Background Intellectual Property which is used or incorporated in the Services, or required for use of the Services, it being understood that all such rights in the Background Intellectual Property are being licensed to ONTC as provided for herein.

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

If the Engineering Consultant's terms and conditions are supplied to ONTC in respect of the Services (including without limitation in any submission in response to a request for proposal or quote) those terms and conditions will be of no legal effect and will not constitute part of this Agreement (even if any representative of ONTC signs those terms and conditions or annexes them to the Agreement) unless ONTC expressly agrees in writing to be bound by all or any of the terms and conditions.

## PARTICULARS OF THIS AGREEMENT

5. **Retainer.** ONTC hereby retains the Engineering Consultant to provide the Services with respect to the Project, and the Engineering Consultant shall provide those Services to ONTC under the general direction and control of ONTC and subject to the provisions of this Agreement.
6. **Services.** The Services which are the subject of this Agreement are geo-environmental consulting services, more particularly described in Schedule A (the "Services"). The parties may amend the Services by agreement in writing or pursuant to the change order process in this Agreement. The Services shall be provided as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services.
7. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until **XXX**, unless earlier terminated pursuant to the provisions of this Agreement (the "Term").
8. **Representations by the Engineering Consultant.** The Engineering Consultant represents and warrants:
  - (a) the Engineering Consultant has received, read and understands ONTC's Requirements and will comply with ONTC's Requirements;
  - (b) the Engineering Consultant and its Personnel have the professional expertise, skills, know-how and resources necessary to perform the Services;
  - (c) the plans and specifications the Engineering Consultant prepares for the Project will be accurate, correct and suited for use by ONTC and any Contractor retained by ONTC for the Project;
  - (d) the Engineering Consultant shall not specify a product that is not fit for its intended purpose and no goods or materials generally known in the Engineering Consultant's industry to be deleterious or otherwise not in accordance with good industry practice have been or will be specified or selected by the Engineering Consultant or anyone acting on its behalf in its provision of the Services;
  - (e) the Engineering Consultant has the financial means to meet its obligations to its employees and subcontractors and to perform the Services;
  - (f) the Engineering Consultant has at its disposal and will continue to have throughout the term of this Agreement sufficient competent Personnel and equipment in good working order to perform the Services as required by the terms of this Agreement and the Personnel it assigns to perform the Services, whether directly or through subcontractors, have substantial knowledge and experience with the work required;

- (g) the Engineering Consultant possesses all licenses, approvals, permits, registrations, professional designations and memberships necessary to perform the Services; and,
- (h) there are no pending, threatened, or anticipated claims or litigation against the Engineering Consultant or other circumstances that would have a material effect on the financial ability of the Engineering Consultant to perform the Services.

9. **Standard of Care.** The Engineering Consultant shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided. The Engineering Consultant shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise. Any Services provided by subcontractors shall meet or exceed the above standard of care and the Engineering Consultant shall be fully responsible therefor.

10. **Vendor Performance.** ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Engineering Consultant's performance of its obligations under this Agreement. The performance evaluation of the Engineering Consultant for the supply of these Services will be used in the assessment of the Engineering Consultant's proposals in response to future procurements. The performance evaluation may also result in the Engineering Consultant 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>.

## SERVICES

11. **Development of a Workplan.** Within fourteen days after the effective date of this agreement, the Engineering Consultant shall, in consultation with ONTC, prepare and present to ONTC a workplan for the provision of the Services.

12. **Licensing.** The Services shall be provided by professional engineering and/or professional geoscientists licensed in the Province of Ontario who have been retained by the Engineering Consultant or are employees of the Engineering Consultant and all documents containing their professional work shall be properly sealed or stamped, as applicable.

13. **ONTC Requirements.** The Services shall comply with, and be based upon, ONTC's Requirements for the Project. If in the Engineering Consultant's reasonable opinion ONTC's Requirements may not be functional, the Engineering Consultant shall promptly so advise ONTC in writing and the Parties shall address such flaw through the Change Order Process.

14. **Adequacy of Services.** The Services will be cost effective and functional such that they meet, but do not exceed, ONTC's Requirements unless ONTC provides written direction in accordance with this Agreement. ONTC shall be the sole judge of the adequacy of the Services received and their value.

15. **Reports.** The Engineering Consultant shall upon request of ONTC, provide reports to ONTC, in a form and substance satisfactory to ONTC, about the Services and the Project, which reports shall include:

- (a) opinions regarding the progress and resolution of the Services;

- (b) anticipated variances in the Price;
- (c) anticipated or current variances in the workplan; and,
- (d) Mitigation plans for eliminating any negative variances in either (b) or (c).

16. **Inspection.** ONTC may, at all reasonable times, inspect or otherwise review the Services that have been performed or are being performed.

17. **Possession.** ONTC may take possession of and use any completed or partially completed Deliverables.

18. **Schedule.** Subject to any changes made pursuant to the Change Order Process or Force Majeure event, the Engineering Consultant shall provide the Services within the time specified in the workplan and shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. If costs higher than set out in this Agreement become necessary to ensure delivery of the Services by the timelines in the workplan, then the Engineering Consultant shall be fully responsible for such higher costs. If the Engineering Consultant fails to meet the timelines set out in the workplan, ONTC may, at the sole cost of the Engineering Consultant and without limiting any other remedy ONTC may have at law or under this agreement:

- (a) retain other persons to complete the Services, and deduct the cost of such retention from any money payable by ONTC to the Engineering Consultant or, if no money is payable, invoice the Engineering Consultant for the cost; and
- (b) the Engineering Consultant shall be responsible for all Losses, including incidental, indirect and special Losses, suffered by ONTC due to a schedule delay.

19. **Inadequate Services.** The Engineering Consultant shall immediately correct at its own cost and expense, upon written request of ONTC, any Services not in conformity with the terms and conditions of this Agreement, including with the standard of care in section 9, except to the extent such non-conforming Services were caused by a person who is not an Engineering Consultant Party. Even if the Engineering Consultant disputes such request, it shall forthwith proceed with the remedial actions and such dispute shall be determined in accordance with the dispute resolution provisions of the agreement following the correction of the work in question.

20. **Personnel.** The Engineering Consultant shall provide the Services through Personnel approved in writing by ONTC. The preliminary list of Personnel is set out in Schedule B. The Engineering Consultant shall not change the Personnel providing the Services without ONTC's prior written approval. The Engineering Consultant shall coordinate the activities of their personnel and be solely responsible for payment of all costs associated with the Personnel. The Engineering Consultant shall be responsible for every act or omission of the Personnel providing the Services to ONTC.

21. **Replacement of Personnel or Subcontractor.** If ONTC determines, in its sole discretion, that the performance of one of the Personnel providing the Services is unsatisfactory, ONTC shall provide notice of the unsatisfactory performance to the Engineering Consultant and may require the Engineering Consultant to replace that Personnel with another person. The Engineering Consultant shall be solely responsible for any costs associated with the replacement of the Personnel and indemnify ONTC against any claims made by the

Personnel or any third party against ONTC relating to the replacement.

22. **Use of ONTC Equipment.** The Engineering Consultant may, during the provision of Services, use ONTC equipment at its own risk and with the prior approval of ONTC. The Engineering Consultant shall be responsible for any damage to ONTC property or any third party's property or any bodily injury to or death of any person relating to the Engineering Consultant's use of ONTC equipment. ONTC makes no representations that its equipment is in good working or is suitable for any particular purpose and ONTC shall not be responsible for any injuries to or death of Personnel of the Engineering Consultant or damage to any property of the Engineering Consultant which results from the use by the Engineering Consultant of ONTC equipment. The Engineering Consultant shall indemnify and hold harmless ONTC for any claims for Losses made against ONTC relating to the use by the Engineering Consultant of ONTC equipment.
23. **Software.** The Engineering Consultant shall consult with ONTC and obtain prior written approval for the use and type of software in its generation of the Engineering Consultant's drawings and specifications. The Engineering Consultant will be required to provide its documents using the approved versions of the software which are in use in the industry and by ONTC.
24. **Deliverables.** The provision of all information, documents and Deliverables by the Engineering Consultant to ONTC shall be in the native file format (e.g., CAD format) as approved by ONTC along with a PDF and/or hard copy. The Engineering Consultant shall not charge ONTC any additional fee for the provision of the Deliverables in their native file format. The Engineering Consultant shall not be held liable for native file format files to the extent they are subsequently amended or changed by ONTC without the consent of the Engineering Consultant.
25. **ONTC Responsibilities.** ONTC shall use reasonable efforts to make available any relevant reports, background information, data, drawings, plans, surveys and any other materials relevant to the Services, which are in its possession, for use by the Engineering Consultant, and shall make available, at reasonable times, ONTC employees for the purpose of any necessary consultation.
26. **Regulatory Approval.** Unless otherwise provided in this Agreement, where the work of the Engineering Consultant is subject to the approval or review of an authority, government or agency other than ONTC, applications for such approval or review shall be the responsibility of the Engineering Consultant. The Engineering Consultant shall submit such applications through the offices of ONTC, and, unless authorized by ONTC, the Engineering Consultant shall not seek or obtain any such approval or review by direct contact with such authority, government or agency.

## CHANGES AND DEFECTS

27. **Changes.** Changes of any kind to the Services shall only be made by the Engineering Consultant 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 a change in the Services to be provided for the Project. The Change Order shall specify any agreed adjustment to the Price in respect of the change in Services and any agreed adjustment to the time for performance of the Services, whether an increase or reduction. Any changes to the Price shall be determined by

using the Hourly Rates in Schedule B and proven reasonable expenses charged at cost. A Change Order shall represent full payment for all costs and any adjustment to the design deliverables schedule associated with the change or changes for which it was issued.

28. **Change Directive.** Prior to finalization of a Change Order, ONTC may instruct the Engineering Consultant to proceed with additional or changed work by issuing a directive signed by an authorised member of ONTC (each, a "Change Directive"). Upon receipt of a Change Directive, the Engineering Consultant 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. If the Parties are unable to agree on the Change Order, the dispute resolution provisions shall be used.
29. **Unauthorized Work.** ONTC shall have no liability whatsoever for any claim for payment for additional services provided or costs incurred by the Engineering Consultant which have not been authorised in advance by ONTC by way of a Change Order.

### **ENVIRONMENTAL OBLIGATIONS**

30. **Environmental.** The Engineering Consultant shall comply with all Environmental Laws in the provision of the Services. If the Engineering Consultant fails to comply with Environmental Laws relating to the provision of the Services, the Engineering Consultant shall be solely responsible for Losses arising from such failure.
31. **Unknown Impacts.** The Engineering Consultant shall be responsible for 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 performance of the Services. The Engineering Consultant shall immediately report the circumstances to ONTC and shall take reasonable steps, including stopping the work if necessary to ensure that any potential impacts are mitigated.
32. **Environmental Contaminants.** The Engineering Consultant 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 or the work site, except as required to provide the Services. The Engineering Consultant shall remove from ONTC's land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the Engineering Consultant that are not required to provide the Services. If there is remediation work required on ONTC's land or adjacent land or watercourse due to environmental contamination that occurred as a result of the Engineering Consultant's entry onto ONTC's land to provide the Services, the Engineering Consultant shall be responsible for all costs incurred to complete remediation work 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 work.
33. **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 Engineering Consultant shall remain the property of the Engineering Consultant.
34. **Spills and Releases.** All spills and releases of Environmental Contaminants in the course of the work must be immediately reported by the Engineering Consultant to ONTC and the

Ministry of the Environment, Conservation & Parks (“MOECP”) Spills Action Centre (“SAC”). If the ONTC Representative is not available, the Engineering Consultant shall report the incident to the MOECP SAC and the ONTC RTC at 800-558-4129 X 141.

35. **Mitigation of Spills.** The Engineering Consultant shall take immediate steps to mitigate the damage to the environment and contain the spill or release. If the Engineering Consultant does not take timely action or, if the Engineering Consultant is not available, ONTC may direct others to remedy the situation.
36. **Expenses for Spills.** If the spill or release was the fault of the Engineering Consultant, the remedial work shall be completed at the cost of the Engineering Consultant and with no additional cost to ONTC and ONTC shall be entitled to seek reimbursements for all costs associated with the remedial work including the cost of work done by third parties. If the spill or release was not the fault of the Engineering Consultant, ONTC shall pay for the remedial work.

## INTELLECTUAL PROPERTY

37. **Intellectual Property Rights.** All rights to the Intellectual Property which forms part of the Work Product, unless approved by ONTC in writing to the contrary, shall vest in ONTC and is the sole and absolute property of ONTC as and when created. The Engineering Consultant hereby irrevocably assigns and conveys, and agrees to assign and convey, without further consideration, all right, title and interest in and to the Intellectual Property in the Work Product, in perpetuity and throughout the world, to ONTC and its successors and assigns.
38. **Use of Intellectual Property.** The Engineering Consultant shall promptly sign all documents and take all actions that may be necessary to ensure that ONTC owns all the rights in and to the Work Product Intellectual Property. Except for retaining a copy as required by any applicable law, the Engineering Consultant shall return to ONTC or destroy, at the option of ONTC, all Intellectual Property in the Work Product at the expiry or termination of this Agreement. The Engineering Consultant shall not under any circumstances use the Work Product for the benefit of any other client of the Engineering Consultant.
39. **Licence.** The Engineering Consultant shall provide ONTC, at the Engineering Consultant’s cost, with a perpetual, irrevocable, royalty-free, non-exclusive, fully transferable, fully paid-up licence to:
  - (a) use such of the Background Intellectual Property as is required for the use of the Intellectual Property in the Work Product, in whole or in part;
  - (b) disclose any Background Intellectual Property to any person who requires such Background Intellectual Property in respect of any of the actions referred to in (a);
  - (c) use, reproduce, copy, transmit, modify and create derivative works from any Background Intellectual Property in respect of any of the actions referred to in (a); and,
  - (d) sublicense any or all rights granted to ONTC under this section to any person who provides goods or services to ONTC in respect of any of the actions referred to in (a).

40. **Moral Rights.** The Engineering Consultant waives all Moral Rights in the Work Product as against ONTC, and its successors, assigns and licensees. The Engineering Consultant shall ensure that anyone other than the Engineering Consultant who has any Moral Rights in the Work Product, waives all such Moral Rights as against the Engineering Consultant and ONTC.

41. **Representations.** The Engineering Consultant represents and warrants to ONTC as follows:

- (a) there is not a claim, demand or suit respecting any part of the Work Product, the Intellectual Property or the Background Intellectual Property.
- (b) there is no potential claim, demand or suit that the Engineering Consultant is aware of respecting the Work Product, the Intellectual Property or the Background Intellectual Property, in whole or in part, that could affect the performance, function or use of the Work Product, Intellectual Property or Background Intellectual Property, in whole or in part, as intended by this Agreement.
- (c) before transferring ownership in the Work Product to ONTC, the Engineering Consultant is the exclusive owner of, and has good and marketable title to, all the Work Product. Except in regard to the Background Intellectual Property, there is no ownership interest, agreement option or other right, title, benefit, interest or privilege outstanding in favour of any person for the purchase or licence from the Engineering Consultant of, or any lien in favour of any other person in, any of the Work Product.
- (d) the Engineering Consultant has the right to grant the licence rights in the Background Intellectual Property and will obtain such rights from subcontractors as required to comply with section 34.

42. **Third Party Intellectual Property Rights.** The Engineering Consultant shall be liable for and indemnify and hold harmless ONTC against any liability, whether direct or indirect, or Losses arising out of a claim by any third party against ONTC alleging that the Intellectual Property in the Work Product and its use by ONTC, infringes any third party Intellectual Property rights. This section shall survive the termination of this Agreement.

43. **Infringement Defence.** ONTC shall have the first right to conduct and exercise sole control of any defense of an alleged violation or infringement by a third party of the Intellectual Property in the Work Product. ONTC shall have the sole right to instruct counsel with respect to all steps in such litigation, including the settlement thereof, after consulting in good faith with the Engineering Consultant. The Engineering Consultant shall co-operate in any such proceeding by providing relevant documents, testimony, and such other assistance as may reasonably be requested by ONTC from time to time.

#### **CONFIDENTIAL INFORMATION.**

44. **Use of Confidential Information.** The Receiving Party shall use Confidential Information only for the purposes of this Agreement. Except as provided in this Agreement or in writing by the Disclosing Party, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party. The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary. 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. **Destruction of Confidential Information.** 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. Notwithstanding the aforementioned, the Parties shall be entitled to retain one (1) copy of the Confidential Information for legal purposes. The Parties agree that the obligations under this section will continue to bind the Parties and shall survive the termination of this Agreement, as it relates solely to the retained copy of the Confidential Information.
46. **Disclosure of Confidential Information.** The Receiving Party may disclose Confidential Information if:
  - (a) the Disclosing Party consents;
  - (b) the Receiving Party is required by law to disclose it; or
  - (c) the Confidential Information is generally and publicly available.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.
47. **Receiving Party Parties.** The Receiving Party shall ensure that all Receiving Party 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 Receiving Party Parties to do so.
48. **FIPPA.** The Engineering Consultant 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 to disclose certain Confidential Information.
49. **Breach.** If either Party breaches any provision of this Agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other Party and take all necessary steps to limit the extent and impact of the breach.
50. **Injunction.** The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against any breach or threatened breach of any such provision.
51. **Survival.** The provisions of this Agreement relating to Confidential Information will remain in effect after the expiry or other termination of this Agreement.

## CHARGEABLE AMOUNTS

52. **Amounts.** The Engineering Consultant may charge ONTC, for the provision of the Services, the amounts set out in Schedule B plus any applicable taxes (the “**Price**”).
53. **Upset Limit.** Notwithstanding anything to the contrary contained in this Agreement, ONTC is not required to pay, for the total of all fees charged pursuant to this Agreement, any amount greater than **\$XXX CDN** plus applicable taxes, unless such amount is agreed to by the parties

through the Change Order Process or by an amendment to this Agreement.

54. **Disbursements and Expenses.** The Engineering Consultant shall, at its sole cost, and at no cost to ONTC, except as specifically provided in this Agreement or agreed to by ONTC in writing, obtain and supply all work, labour, Personnel, travel, plant, accommodations, equipment, materials, supplies and administrative, technical or other support necessary to provide the Services, including insurance, local or long distance telephone, facsimile, postage, or other communication costs, and photocopying, printing or other reproduction costs. For greater certainty, the Engineering Consultant shall not, unless specifically agreed to by ONTC in writing, charge any such expenses to ONTC and such expenses are deemed to be included in the Price.
55. **Travel Costs.** ONTC will pay travel costs for the Engineering Consultant's Personnel which are preapproved in writing by ONTC in the amounts and subject to the provisions of the Management Board of Cabinet Travel, Hospitality and Meal Directive effective January 2020.
56. **Discontinuance of Services.** Notwithstanding anything to the contrary contained in this Agreement, if ONTC decides at any time, for any reason, to discontinue part or all of the Services, the Engineering Consultant shall not charge ONTC for any amount over and above the chargeable fees and disbursements incurred in respect of such discontinued portion of the Services up to the date that ONTC gives the Engineering Consultant Notice of the decision to discontinue that portion of the Services, or a later date if work, already commenced by the Engineering Consultant, cannot reasonably be discontinued until such later date.

## INVOICES

57. **Submission of Invoices.** The Engineering Consultant shall submit its invoice for the performance of the Services to ONTC in accordance with the milestones and payments agreed to by the Parties in Schedule B. Invoices shall be submitted to the ONTC Representative and to [pay.inv@ontarionorthernland.ca](mailto:pay.inv@ontarionorthernland.ca). ONTC will review the invoices and, if approved, process the same for payment subject to any dispute or right of set off by ONTC. Any disputed items will promptly be brought to the attention of the Engineering Consultant.
58. **Content of Invoices.** All invoices shall be fully detailed in its makeup, accompanied by all substantiating details requested by ONTC and must show the applicable taxes as a separate line item and in sufficient detail, a cumulative invoiced to date figure and a monthly updated anticipated forecast final account figure.
59. **No Acceptance.** No payments made by ONTC under this Agreement shall constitute an acceptance of any portion of the Services which is not in accordance with the requirements of this Agreement.
60. **Records and Audit.** The Engineering Consultant shall maintain up-to-date and accurate records, which clearly identify the Engineering Consultant's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Engineering Consultant shall make available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.
61. **Payment.** Except as otherwise provided for in this Agreement, ONTC shall, within thirty (30) days after receipt of an invoice, pay the Engineering Consultant the properly charged amounts shown on the invoice.

62. **Invoice Review.** Despite any other provision in this Agreement, ONTC may obtain a review of any invoice rendered by the Engineering Consultant and is not required to pay such invoice until the review has been completed. ONTC is not required to pay any interest on any invoice in respect of any time during which such invoice is under review.

## INDEMNITY AND LIMITATION OF LIABILITY

63. **General Indemnity.** The Engineering Consultant 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 Engineering Consultant or as a result of any breach of the terms of this Agreement by the Engineering Consultant or by any act or omission of the Engineering Consultant or Engineering Consultant Parties or those for whom the Engineering Consultant is at law responsible, 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, ONTC Parties or those for whom it is in law responsible. The Engineering Consultant 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.

64. **Specific Indemnities.** The Engineering Consultant 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 Engineering Consultant Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Engineering Consultant Parties 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 Engineering Consultant or Engineering Consultant Parties may have during or after the term of this Agreement;
- (c) any claim by any third party against ONTC alleging that the Work Product and its use by ONTC infringes any Intellectual Property Rights;
- (d) any claim against ONTC arising from the failure of the Engineering Consultant to protect the confidentiality of Confidential Information; and
- (e) safety infractions committed by the Engineering Consultant under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.

65. **Bodily Injury and Property Damage.** The Engineering Consultant shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to ONTC's physical property by an act or omission of the Engineering Consultant or an Engineering Consultant Party during the provision of the Services.

66. **Engineering Consultant Losses.** The Engineering Consultant shall be liable for any claims arising from any personal injuries to or death of any of the Engineering Consultant Parties or from any loss of or damage to any property belonging to the Engineering Consultant or

Engineering Consultant Parties during the provision of the Services unless caused by the negligent act or omission of ONTC or ONTC Parties.

67. **Waiver.** The Engineering Consultant 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 Engineering Consultant or Engineering Consultant Parties and for any loss or damage of the Engineering Consultant unless caused by the negligent act or omission of ONTC or ONTC Parties.
68. **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.
69. **Survival.** The sections in this part “Indemnity and Limitation of Liability” shall survive the expiry or termination of this Agreement.

## INSURANCE

70. **Insurance Coverage.** Without restricting the generality of the provisions in this Agreement related to indemnification, the Engineering Consultant 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 and satisfactory to ONTC:
  - (a) Commercial General Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, with no limitations on or exclusions from coverage arising from working on or around railway property, including environmental and pollution liability, bodily injury, personal injury, death and damage to property, including loss of use thereof, in a form satisfactory to ONTC and endorsed to provide “Ontario Northland Transportation Commission” with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage and including “Ontario Northland Transportation Commission” as an additional insured; and,
  - (b) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, including bodily injury, death and damage to property, endorsed to provide “Ontario Northland Transportation Commission” 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 Consultant, and standard non-owned automobile form policy including standard contractual liability endorsement.

- (c) Professional Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence; and subject to an annual aggregate of not less than two million dollars (\$2,000,000).

71. **WSIB.** If the Engineering Consultant is subject to the *Workplace Safety and Insurance Act*, it shall submit a valid Workplace Safety and Insurance Board clearance certificate of Workplace Safety and Insurance Act coverage to ONTC upon request.

72. **No Waiver.** If ONTC fails to demand any certificate for insurance, or otherwise fails to demand other evidence of full compliance with this part or fails to identify a defect from evidence provided, ONTC has not waived, and ONTC will not be deemed to have waived, any of the Engineering Consultant's obligations regarding insurance. The Engineering Consultant will ensure that each insurer which provides insurance will, as applicable, provide a waiver of subrogation to ONTC.

## COMPLIANCE WITH LAW AND POLICIES

73. **Compliance with Laws.** The Engineering Consultant shall comply with all applicable federal, provincial and local laws, regulations and rules and all public health directions, guidelines and orders.

74. **ONTC Policies.** While on ONTC property, the Engineering Consultant shall comply with all applicable laws and with applicable ONTC policies, including its Fit for Duty Policy.

## CONFLICT OF INTEREST

75. **Conflict of Interest.** The Engineering Consultant shall:

- (a) avoid any Conflict of Interest in the performance of the Services and execution of this Agreement; and
- (b) immediately disclose to ONTC any actual or potential Conflict of Interest that arises during the performance of the Services and execution of the Agreement.

76. **Resolution of Conflict of Interest.** If a potential or actual Conflict of Interest of the Engineering Consultant arises during the Engineering Consultant's provision of the Services,

- (a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;
- (b) ONTC has the right to prescribe the manner in which the Engineering Consultant should resolve the Conflict of Interest; and
- (c) ONTC may terminate the Agreement immediately upon Notice to the Engineering Consultant if the Engineering Consultant fails to disclose any actual or potential Conflict of Interest, if the Engineering Consultant fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

## FORCE MAJEURE, SUSPENSION AND TERMINATION

77. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required by that party to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that party. No extension of time will be given unless the party seeking the extension submits to the other party within five (5) business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a Notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.

## TERMINATION

78. **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 Engineering Consultant 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 Engineering Consultant 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 Engineering Consultant within thirty (30) days of providing written Notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.

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

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

80. **ONTC Remedies.** Without limiting the right of ONTC to pursue any remedy available to it in law, if this Agreement is terminated early for any reason other than those described in section 78(a) or (d), then:

- (a) ONTC is excused from further performance under this Agreement;
- (b) any money payable by the Engineering Consultant 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 work, already commenced by the Engineering Consultant, cannot reasonably be discontinued until such later date;

- (d) ONTC shall retain any rights, powers and remedies it has or may have against the Engineering Consultant; and
- (e) ONTC may enter an agreement with another person to provide the balance of the Services. The Engineering Consultant shall be liable for all costs incurred by ONTC in having the Services completed by another person(s).

### **CORRUPTION, FORCED LABOUR, SANCTIONS**

81. The Engineering Consultant warrants that:

- (a) 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 this Agreement with the Engineering Consultant.
- (b) 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 Engineering Consultant becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to this Agreement, the Engineering Consultant shall report the incident to ONTC immediately.
- (c) it is unaware of any forced labour or child labour being used at any step of the production of goods produced, purchased or distributed by it in Canada or elsewhere or for the production of goods imported by the Engineering Consultant.
- (d) 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 Engineering Consultant shall comply with the reporting requirements under the Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9.

82. 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 Engineering Consultant 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. ONTC relies on such undertaking from the Engineering Consultant to enter into this Agreement, and any breach of such undertaking shall entitle ONTC to terminate this Agreement for default and to recover damages from the Engineering Consultant, including excess re-procurement costs.

## COMMUNICATIONS

83. ONTC or the Government of Ontario will lead and make any announcements relating to this Agreement and the Services. The Engineering Consultant 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 or the Services unless prior written consent is given by ONTC. Should the Engineering Consultant 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 or the Services, the Engineering Consultant shall provide no comment and shall immediately notify ONTC. The Engineering Consultant shall immediately notify ONTC if it becomes aware of any publication or announcement relating to the Agreement or the Services

## GENERAL

84. **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.

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

To ONTC at:

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

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

To the Engineering Consultant at:

XXX

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

86. **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.

87. **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.
88. **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.
89. **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 Engineering Consultant as though such section or part or parts thereof had never been included in this Agreement.
90. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.
91. **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.
92. **Electronic Signatures, Electronic Delivery, and Counterparts.** This Agreement may be executed with electronic signatures and delivered by electronic transmission and the Parties may rely upon all such signatures as though they were original signatures. This Agreement may be executed in counterpart and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

**[SIGNATURE PAGE FOLLOWS]**

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

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

Per: \_\_\_\_\_  
Name: **XXX**  
Title: **XXX**

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

*I have authority to bind the corporation.*

**XXX**

Per: \_\_\_\_\_  
Name:  
Title:

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

*I have authority to bind the corporation.*

## **Schedule A**

### **Scope of Work**

**Schedule B**  
**Engineering Consultant's Submission**