

ONTARIO NORTHLAND

TRANSPORTATION COMMISSION

Request for Proposals No. RFP 2025 011

For

**Designated Substance Surveys
Various ONTC Buildings**

**REPLY BY DATE: Friday, April 11, 2025 at 2:00:00
p.m.**

Primary Contact:

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Table of Contents

PART 1 REQUEST FOR PROPOSALS	1
SECTION 1 - INTRODUCTION.....	2
1.1 General.....	2
1.2 Ontario Northland Transportation Commission	3
SECTION 2 - THE RFP DOCUMENTS.....	4
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
SECTION 3 - THE RFP PROCESS	6
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	13
3.13 Clarification and Verification of Respondent's Proposal	13
3.14 Two-Envelope Process.....	13
SECTION 4 - PROPOSAL CONTENT AND FORMAT	14
4.1 Format and Content of Proposal	14
4.2 Proposal Submission Form.....	15
4.3 References and Past Performance Issues	16
4.4 Conflict of Interest.....	16
SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION	17
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
SECTION 6 - PROPOSAL EVALUATION.....		20
6.1	Evaluation Team.....	20
6.2	Evaluation of Proposals	20
6.3	Short-Listing	21
6.4	Interviews, Site Visits, Demonstrations and Presentations	21
SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS.....		21
7.1	ONTC's Discretion	21
7.2	Disqualification.....	22
7.3	General Rights of ONTC.....	22
SECTION 8 - DRAFT AGREEMENT NEGOTIATION, FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT		24
8.1	Negotiation and Finalization of the Agreement.....	24
8.2	Notification If Successful or Not	25
8.3	Debriefing	25
SECTION 9 - LEGAL MATTERS AND RIGHTS OF ONTARIO NORTHLAND		26
9.1	Limit on Liability	26
9.2	Power of Legislative Assembly	26
9.3	RFP Not a "Bidding Contract" or a Tender	27
SECTION 10 - VENDOR PERFORMANCE		27
10.1	General.....	27
10.2	Vendor Performance Evaluation	27
10.3	Vendor Ratings for Proposal Evaluation Purposes.....	27
SECTION 11 - TRANSPARENCY AND FAIRNESS.....		27
11.1	General.....	27
SECTION 12 - INTERPRETATION.....		28
12.1	General.....	28
PART 2 REQUEST FOR PROPOSALS SUMMARY OF REQUIREMENTS.....		1
SCHEDULE 2-A RFP DATA SHEET.....		2
SCHEDULE 2-B PARTICIPATION REGISTRATION FORM.....		7
PART 3 REQUEST FOR PROPOSALS SPECIFICATIONS.....		1
SCHEDULE 3-A SCOPE OF WORK.....		2

SCHEDULE 3-A-1 REFERENCE DOCUMENTS.....6
SCHEDULE 3-A-3 POLICIES AND PROCEDURES8
PART 4 REQUEST FOR PROPOSALS FORM OF PROPOSAL 1
PART 5 REQUEST FOR PROPOSALS DRAFT AGREEMENT 1



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 vendor/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(s);

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

“Substantially Compliant” 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 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 a large part of ONTC’s service offering. We remanufacture and repair locomotives, passenger rail cars, freight cars, and more. ONTC’s unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations top of mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 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 - Scope of Work
- (b) Schedule 3-A-1 - Reference Documents

Part 4 - Form of Proposal

- (a) Proposal Form 1 - Proposal Submission Form
- (b) Proposal Form 1-A - Proposal Submission Form
- (c) Proposal Form 2 - Respondent's General Information
- (d) Proposal Form 3 - Acknowledgment to Comply with Part 3 -
Request for Proposals Specifications
- (e) Proposal Form 4 - References
- (f) Proposal Form 5 - Compliance with Contract Documents
- (g) Proposal Form 6 - Health, Safety and Environment
- (h) Proposal Form 7 - Schedule and Proposed Approach
- (i) Proposal Form 8 - List of Personnel
- (j) Proposal Form 9 - Contractor's Qualification Statement
- (k) Proposal Form 10 - 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.ontarionorthland.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 its 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. Nothing in the RFP Documents is intended to relieve the Respondents 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 each Respondent's 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 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, Procurement Contracts Specialist, 555 Oak Street East, North Bay, Ontario P1B 8L3 (705) 472-4500 ext. 588, nicole.laplante@ontarionorthland.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 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 Respondents' 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(s) 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, 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 as confidential but shall not be liable in any way whatsoever to any Respondent 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) 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) 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 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 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 by a contractual, legal or fiduciary obligation; or,
 - (c) The Respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by ONTC.

(2) RFP Information

- (a) shall remain the sole property of ONTC or the Government of Ontario, as applicable, and the Respondent shall maintain the confidentiality of such information except as required by law;
 - (b) shall not be used by the Respondent 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 to any person who is not involved in the Respondent's 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.
- (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 Respondent(s) 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) Respondents shall bear all costs and expenses incurred by the Respondent(s) relating to any aspect of its 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, 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(s) to clarify or verify the contents of its Proposal, including by submitting supplementary documents; and/or,
 - (b) request a Respondent(s) to confirm an ONTC interpretation of the Respondent's Proposal.
- (2) Any information received by ONTC from a Respondent(s) 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(s) and contacting persons or entities other than those identified by any Respondent(s).
- (4) By submitting a Proposal, Respondents are deemed to consent to ONTC verifying or clarifying any information and requesting additional information from third parties regarding the Respondent(s) and their directors, officers, shareholders or owners and any other person associated with the Respondent(s) 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 a Respondent(s).

- (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 financial 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. Financial 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 financial 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) Respondents 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(s). 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(s) will employ to perform an item of the work called for by the RFP Documents. Failure of the Respondent(s) 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 Respondent(s) shall provide a minimum of three (3) references.
- (2) ONTC may, in its sole discretion, confirm the Respondents' experience and ability to provide the Goods and/or Services by contacting the Respondents' 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 Respondents, provided information evidencing past poor performance by a Respondent(s) is provided to the Respondent(s) (*subject to any restrictions on disclosure imposed by applicable law*) and the Respondent(s) 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 Respondents, Respondents' family member or an officer, director or employee of the Respondent(s) 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 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 or terminate the Final Agreement if such Respondent is the Successful Respondent.
- (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

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) Financial. The file names for the technical and financial 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 Senior Manager of Strategic 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 "Financial Submission".

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. 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, by 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 Respondent should identify and mark any trade secret or proprietary intellectual property in its 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. Respondents acknowledge 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**”).
- (2) After selection of the Short-listed Respondent(s), ONTC may, in its sole discretion, negotiate changes, amendments or modifications to the Short-listed Respondent’s Proposal or the Final Agreement.
- (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.

6.3 Short-Listing

- (1) The Evaluation Team will establish the list of Short-listed Respondents based on the Evaluation Criteria.
- (2) The number of Respondents short-listed is in the sole discretion of ONTC.

6.4 Interviews, Site Visits, Demonstrations and Presentations

- (1) ONTC may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations as part of the evaluation process if set out in the RFP Data Sheet.
- (2) The evaluation of any interviews, demonstrations, site visits or presentations will be conducted in accordance with the process set out in the RFP Data Sheet.
- (3) ONTC may conduct interviews, demonstrations, site visits or presentations with some or all Respondents, or may restrict participation to only the Short-listed Respondent(s).

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; and,
 - (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(s) is expected to enter into the relevant draft form of Agreement in Part 5. Proposal Form 5 - Compliance with Contract Documents allows Respondents 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(s) 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 Respondents do not submit any proposed amendments in Proposal Form 5, they will be deemed to have accepted and will be required to execute the Final Agreement in the form attached to this RFP. If Respondents have 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(s) (ONTC may extend such period of time in ONTC's sole discretion), or a Successful Respondent(s) 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 ONTARIO NORTHLAND

9.1 Limit on Liability

- (1) The total liability of Respondents to ONTC for loss and damage arising from the Respondent(s) who is selected as the Successful Respondent(s) but then fails to deliver the 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 ten (10) percent of the value of the Proposal submitted by the Respondent(s). 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(s), 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**

RFP 2025 011 Designated Substance Surveys - Various ONTC Buildings	
Contact Details	
Contact Person	Nicole Laplante Procurement Contracts Specialist
Contact Information	555 Oak Street East North Bay, Ontario, P1B 8L3 nicole.laplante@ontarionorthland.ca (705) 472-4500 ext. 588
Proposal Detail	
Respondents' Meeting	There <u>will not</u> 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	Respondents shall submit their Proposal through MERX Electronic Bid Submissions (EBS). Refer to Part 1, Request for Proposals, Section 5.1 (1) (a). 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. Proposals which are submitted by facsimile transmission, by email, or by electronic means other than MERX <u>will NOT</u> be considered.
Two-Envelope Process	This procurement will be a two-envelope process. Please submit Proposal Form 1 and Proposal Form 1-A - Schedule of Prices 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 these locations.

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

RFP 2025 011 Designated Substance Surveys - Various ONTC Buildings			
Proposal Detail <i>cont'd</i>			
Submission Requirements	Respondents are required to submit all 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.		
	Item	Included in Proposal (indicate with x)	Item is classified as Material
	This checklist		
	Proposal Form 1 - Proposal Submission Form		Material
	Proposal Form 1-A - 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 - Schedule and Proposed Approach Include Schedule in Gantt chart format and Written Narrative Proposed Approach		Material
	Proposal Form 8 - List of Personnel and Resumes		Material
Proposal Form 9 - Contractor's Qualification Statement Include Company Profile and 3 Project Descriptions Include Subcontractor Profiles, if applicable		Material	
Proposal Form 10 - Claims			

PART 2 - REQUEST FOR PROPOSALS

**SUMMARY OF REQUIREMENTS
 SCHEDULE 2-A *cont'd*
 RFP DATA SHEET**

RFP 2024 017 Designated Substance Surveys - Various ONTC Buildings			
Important Dates			
Publication Date	Thursday, March 27, 2025		
Participation Registration Form	Complete and submit to the Contact Person as soon as possible		
Deadline for Additional Information Request	4 full Business Days prior to the Submission Deadline		
Submission Deadline Date and Time	Friday, April 11, 2025 at 2:00:00 p.m. (EDT)		
Target Implementation Date	May 1, 2025		
Project Completion Date	June 27, 2025		
Procedure of Selection			
Mandatory Requirements	Respondents must first satisfy that all of the Mandatory Requirements listed below have been met. Respondents will receive a pass/fail for each Mandatory Requirement. Respondents who fail any of the Mandatory Requirements will be disqualified from the RFP Process.		
	Mandatory Requirement	Pass	Fail
	Respondent has submitted all of the documents as specified in the Submission Requirements listed in Part 2, Request for Proposals, Summary of Requirements, RFP Data Sheet		
	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**

RFP 2025 011 Designated Substance Surveys - Various ONTC Buildings		
Procedure of Selection <i>cont'd</i>		
Evaluation General Procedure	Respondents must score a <u>minimum of 50%</u> for both Experience and Qualifications and Schedule and Proposed Approach to qualify for shortlist consideration. Respondents who fail to score a minimum of 50% in these categories will be disqualified from the RFP Process.	
Evaluation Criteria	Description	Weight
	<p>Price ONTC will use the following to calculate the initial score for price:</p> <p style="text-align: center;">Lowest price of all Proposals / price of Respondent x 60 = Score</p> <p><i>ONTC reserves the right in its sole discretion to consider the best overall value when evaluating price and adjust the score accordingly. If ONTC, in its sole discretion, is the opinion that the Respondent has submitted a price that is too low to adequately complete the scope of work, then ONTC reserves the right not to use that price as the "Lowers price of all Proposals".</i></p>	60
	<p>Experience and Qualifications ONTC will assess Respondents' experience and qualifications using the information supplied as part of Part 4 of this RFP. The following sub-weights will apply:</p> <ul style="list-style-type: none"> • Respondents shall include resumes of key personnel - 15 points • Respondents shall provide a company profile - 5 points • Respondents shall include project profiles 1, 2 and 3 - 5 points <p><i>(ONTC may or may not contact references as part of the evaluation and may use this information as part of this score)</i></p>	25

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

	<p>Schedule and Proposed Approach ONTC will assess the Respondent's Schedule and Proposed Approach based on the following:</p> <ul style="list-style-type: none"> • Respondents shall include the Schedule in the format requested as indicated in Part 4 - Form of Proposal and demonstrate that the milestones are in conjunction with the deadlines - 10 points • Respondents shall demonstrate that the schedule and proposed approach is logical and includes sufficient detail with durations for each task. Respondents shall also ensure the critical path been identified - 5 points 	15
	Total	100
Point Advantage	<p>Building Ontario Businesses Initiative Where the value of a procurement is below international trade agreement thresholds, and an open competitive procurement process is issued ONTC is required to procure goods and services from Canadian Businesses. There will be a point advantage provided to all Respondents who identify as a Canadian Business in Proposal Form 2.</p>	10

**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 011
Description of Requirement: Designated Substance Surveys - Various ONTC Buildings

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: 1-800-363-7512 or 705-472-4500 Ext. 588
Email: nicole.laplante@ontarionorthland.ca
Website: www.ontarionorthland.ca



PART 3
REQUEST FOR PROPOSALS
SPECIFICATIONS

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

Introduction

ONTC is seeking Proposals from Qualified Contractors to demonstrate qualifications, experience, and proposed approach for completing the Designated Substance Survey (DSS) of various buildings as identified within this document.

Condition of the Place of Work

The locations of the work are identified in the Project Locations section of this package. The exact GPS locations have been identified for each building. The "Reference Photos" section of this document provides a photo of each building.





Some of the locations will require the contractor to coordinate with ONTC for High rail transportation to each location. This can be done through the Project Manager.








Respondents must form their own opinions and conclusions with respect to the Work addressed in the RFP Documents. Before submitting a Proposal, Respondents shall investigate the Place of the Work to fully ascertain existing conditions, circumstances, and limitations affecting the Work. No allowances will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence before submitting a bid.






Background Information




The buildings were constructed prior to 1990. Many of these buildings are now vacant and in need of extensive repairs. For that reason, ONTC has decided to relocate the stored content(s) of those buildings and repair or demolish them. Therefore, a DSS will be required before that work can be completed. Some of the buildings are in good condition and are currently in use. A DSS is required for maintenance and repairs on the buildings.

Project Locations

Building Name	Address	Gross Area (sq.ft)	Accessible by	Photo
Englehart Resthouse	83 Second Street	4,100	Drive	
Island Falls Bunkhouse	Lat: 49.544405°, Long: - 81.355770°	1,824	Rail	
Island Falls Garage	Lat: 49.567788°, Long: - 81.421476°	324	Drive	
Island Falls Toolhouse	Lat: 49.544736°, Long: - 81.355913°	324	Rail	
Lunch Shelter Mileage 9.6 RSD		144	Rail	
Menapia Garage		344	Rail	

Moose River Garage	Lat: 50.813385°, Long: - 81.292051°	288	Rail	
Moose River Generator Shed	Lat: 50.813158°, Long: - 81.291891°	288	Rail	
Moose River Shed 1	Lat: 50.813868°, Long: - 81.292401°	64	Rail	
Moose River Shed 2	Lat: 50.813868°, Long: - 81.292401°	64	Rail	
Moose River Shed 3	Lat: 50.813868°, Long: - 81.292401°	64	Rail	
Moose River Tool House	Lat: 50.813948°, Long: - 81.292463°	448	Rail	
Moosonee Diesel Shop	50 Railway Lane	7,200	Rail	

<p>Moosonee Freight Shed</p>	<p>2 Railway Lane</p>	<p>3,840</p>	<p>Rail</p>	
<p>Moosonee Section House</p>	<p>17 Railway Lane</p>	<p>1,160</p>	<p>Rail</p>	
<p>Moosonee Staff House 3</p>	<p>19 Bay Road</p>	<p>968</p>	<p>Rail</p>	
<p>Moosonee Staff House 4</p>	<p>14 Atim Road</p>	<p>968</p>	<p>Rail</p>	
<p>Moosonee Staff House 5</p>	<p>12 Atim Road</p>	<p>968</p>	<p>Rail</p>	
<p>Moosonee Staff House 6</p>	<p>10 Atim Road</p>	<p>968</p>	<p>Rail</p>	

<p>Moosonee Staff House 7</p>	<p>8 Atim Road</p>	<p>1,370</p>	<p>Rail</p>	
<p>Moosonee Staff House 8</p>	<p>18 Railway Lane</p>	<p>648</p>	<p>Rail</p>	
<p>Moosonee Station</p>	<p>4 Railway Lane</p>	<p>2,856</p>	<p>Rail</p>	
<p>Steele Lunch Shelter</p>		<p>200</p>		

**PART 3 - RFP SPECIFICATIONS
SCHEDULE 3-A-1
REFERENCE DOCUMENTS**

Refer to the reference documents as outlined below, and which are attached to this Schedule 3- A-1.

TAB 1 Estimated Building Square Footage and Year Constructed

Reference Documents are a set of documents that may be useful to the Contractor.

All information provided in reference documents require site confirmation by the Contractor.

ESTIMATED BUILDING SQUARE FOOTAGE AND YEAR CONSTRUCTED

Building Name	Gross Area (sq.ft)	Estimated Year Built
Englehart Resthouse	4,100	
Island Falls Bunkhouse	1,824	
Island Falls Garage	324	
Island Falls Toolhouse	324	
Lunch Shelter Mileage 9.6 RSD	144	
Menapia Garage	344	
Moose River Garage	288	
Moose River Generator Shed	288	
Moose River Shed 1	64	
Moose River Shed 2	64	
Moose River Shed 3	64	
Moose River Tool House	448	
Moosonee Diesel Shop	7,200	1950
Moosonee Freight Shed	3,840	1969
Moosonee Section House	1,160	1950
Moosonee Staff House 3	968	1969
Moosonee Staff House 4	968	1969
Moosonee Staff House 5	968	1969
Moosonee Staff House 6	968	1969
Moosonee Staff House 7	1,370	2017
Moosonee Staff House 8	648	2008
Moosonee Station	2,856	1932
Steele Lunch Shelter	200	

Note: If construction year is unknown the cell was left blank.

PART 3 - RFP SPECIFICATIONS
SCHEDULE 3-A-2
POLICIES AND PROCEDURES

The Successful Respondent will be required to adhere to the following ONTC Policies and Procedures while under contract with ONTC, and which are attached to this Schedule 3-A-2.

TITLE
Contractors working on ONTC Property Near Railway Tracks
HSP-007 - Blue Signals / Flags Procedure
ONTC Electrical Safety Policy
ONTC Hot Work Program
ONTC Contractor / Subcontractor

<p style="text-align: center;">CONTRACTORS WORKING ON ONTC PROPERTY NEAR RAILWAY TRACKS</p>
--

The following procedure is to be followed when it is necessary for a Contractor to work on Ontario Northland Transportation Commission (ONTC) property near railway tracks.

- The Contractor, through the Contract Administrator, shall contact the District Manager for the Ontario Northland Railway (ONR) to coordinate and schedule their operations on or near ONR property.

Contact: Mr. Chad Martin
District Manager - District # 1
Englehart, Ontario
Office Phone No. (705) 544-2292, Extension 125
Cell No. (705) 545-0725

Contact: Mr. Dave Lallier
District Manager - District # 2
Cochrane, Ontario
Office Phone No. (705) 272-4610, Extension 632
Cell No. (705) 272-9588

- The Contractor shall fully comply with all requirements of ONR in the planning, scheduling and control of his works within the ONR right-of-way.
- The Contractor shall plan and carry out his work in a manner that does not interfere with rail traffic, or cause clearance restrictions.
- Flagging protection for railway traffic will be provided by the ONR upon notification as outlined herein. However, flagmen provided shall not relieve the Contractor from liability for damages to Railway facilities caused by the Contractor's operation.
- The Contractor shall have a responsible person present at all times to whom the Contract Administrator will issue instructions regarding work on ONR right-of-way.
- All communications with ONR shall be done through the Contract Administrator. ONR will not deal directly with the Contractor.
- All instructions from flagmen shall be obeyed immediately by all personnel on site.
- A flagman will be required when any personnel or equipment is working within 15 metres of the centerline of the nearest track, or protective devices where the work, in the opinion of the Contract Administrator or the Railway, may be exposed to or interfere with the operation of the Railway tracks.
- When a flagman is required, the Contractor, through the Contract Administrator, shall provide a written notice at least one week in advance to ensure the availability of flagmen.

SCHEDULE "A"

If prior to work commencing, the Contractor, through the contract Administrator, receives confirmation that such flagmen are not available, the Contractor, through the Contract Administrator, shall reschedule the proposed work to a date and time when such flagging protection will be available.

- In no case shall the Contractor or any of his equipment or personnel work closer than 15 metres from the centerline of the nearest track without prior consent of the Contract Administrator.
- No construction equipment, materials, or debris shall be permitted to be used, stored, dropped, or allowed to accumulate within 15 metres of overhead cable and posts.
- All equipment must stop working on the approach of any train when said equipment is on ONR right-of-way or within 15 metres of the centerline of the nearest track.
- The Contractor shall ensure that both rails of the same tracks are never connected with any conductor of electricity, such as steel measuring tapes or metal traction equipment.

Fiber Optic Cable

Along much of ONR's right-of-way lies buried fiber optic cable. A cable locate must be done prior to any work taking place. A locate request can be completed online at <https://www.ontarioonecall.ca/portal/> or by calling 1-800-400-2255.

ONR Railway Flagging Policy and Costs

The Contractor shall be responsible for payment of flagman protection costs. Flagging protection will be billed out by the ONR in accordance with the following:

Any occupation or crossing of the operating railway right-of-way not covered under a license of occupation or private crossing agreement **MUST** be protected by a railway flagman.

Arrangements for flagging protection are to be made by the Contractor, through the Contract Administrator, at least one week in advance by contacting the appropriate District Manager at the numbers provided above.

Flagging protection will be billed out as per the attached "Railway Flagging Protection Policy".

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION
RAILWAY FLAGGING PROTECTION POLICY**

Work or other activity (on, over or under) or within 15 metres of ONTC’s track may impact upon the safe use of the track. Consequently, it is essential that qualified ONTC personnel provide flagging protection when personnel, equipment or vehicles are going to be (on, over or under) or within 15 metres of the track for any purpose. Workers must follow the directions and instructions of the ONTC personnel providing the flagging protection, at all times.

Emergency Situations

There is no exception made to the requirement for flagging protection even when a condition arises where the reliability or safety of an installation or of equipment or the safety of personnel is at risk.

Grade Crossing Exemption

All crossings, equipment or structures encroaching onto railway lands require approval by ONTC, a signed licence agreement with ONTC and (in some cases) proof of insurance. If a person or business has fulfilled the requirements and has obtained a licence agreement for a grade crossing from ONTC, they are permitted to cross the track over their approved crossing – if the way is clear and safe.

Snow removal and brush clearing are subject to specific exemptions and requirements.

Procedure

Arrangements for flagging protection are to be made at least one week in advance by contacting the appropriate District Manager at one of the following numbers:

District # 1	Chad Martin	(705) 545-0725
District # 2	Dave Lallier	(705) 272-9588


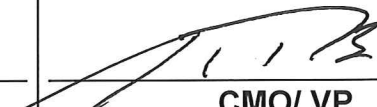
Unless otherwise authorized by the Director of Rail Infrastructure, all fees, as listed below, are to be paid by the applicant. The applicant is to provide a Purchase Order number at the time the arrangements are made with the District Manager.

Billing is based on an hourly rate including travel time, rounded up to the nearest full hour – plus applicable taxes. Rates are provided below.

Service (\$ per hour)	ONTC Fiscal Year					
	2023-24		2024-25		2025-26	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Flagging - hirail included	\$146.50	\$202.00	\$150.00	\$206.7	\$153.00	\$210.85
Flagging - hirail operator only	\$111.00	\$166.50	\$113.40	\$170.10	\$115.70	\$173.55

Office of the Director of Rail Infrastructure
March 2023

FOR RAIL EMERGENCIES CALL: 1-800-558-4129 Ext. 141

Blue Signals/ Flags Procedure	
Procedure No. HSP-007	Revision:
Date Issued: February 7, 2014	Date:
Approved By:	Approved By:
 H&S Mgmt Co-chair	 CMO/ VP

PURPOSE AND SCOPE

Signals are used to ID equipment undergoing repair or maintenance on live tracks. Blue signals are required when working between, underneath and on top of equipment outside of shops, but can be used anywhere when safety may be in doubt. These blue signals are used by shop employees, contractors and customers.

RESPONSIBILITIES

The Supervisor is responsible for ensuring this procedure is adhered to. Employees are to follow the instructions included in this safe operating procedure as well as any additional instructions given by his or her supervisor.

PROCEDURE

Transport Canada Operating Rules (RAC)

- Recommended Blue Flag Specifications:
 - a. Blue flags shall be blue in color and clearly distinguishable from both sides.
 - b. The dimension of the blue flag should be a minimum of 14 inches by 10 inches. Blue flag should be at a minimum height of 18 inches from the top of the rail to the bottom of the flag.
 - c. The blue flag must be maintained in good condition
- Supervisor may appoint a competent person to set up and remove blue signal protection.
- Blue signal to be placed between the switch and first car ensuring it is far away from the switch as to not interfere with said switch. When blue flagging equipment, where possible place flag a minimum of one car length from equipment and refer to C.R.O.R. Rule 26 on placing equipment in front of a blue signal
- When working in yards or high traffic areas, employees should be in communication with persons responsible for switching and carry a radio to monitor traffic.
- Repair work is any work performed in the red zone between, underneath, and on top.
- Adjoining track may be blue-flagged also if there is a hazard while performing duties and also if the employee will foul said track.

REFERENCES

RAC - Best Practice Circular No. 12- Blue Flag April 1, 2010
 Rule 40 - Collective Agreement between ONTC and UNIFOR

REVISION RECORD

<i>Description of Change</i>	<i>Date</i>
Original Issue	2/7/14

DATE FORMALIZED April 6, 2023 REVISED	Electrical Safety Policy
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POLICY STATEMENT

In keeping with our values of Safety Full Stop, Go Beyond, Lead the Way and Never Stop Caring Ontario Northland Transportation Commission (ONTC) commits to ensuring that all employees who may be exposed to electrical hazards associated with their work have the knowledge, skill, tools, and equipment needed to ensure their safety.

In our efforts to Go Beyond our minimal requirements, ONTC commits to continuously improving our safe work practice by striving to incorporate the Workplace Electrical Safety standard, CSA Z462.

All authorized employees will ensure the power supply to electrical installations, equipment, or conductors is disconnected, locked out of service, connected to ground, and tagged before any work is done. **It is a requirement that, where possible, all hazardous energy sources are reduced to and maintained at a ZERO ENERGY state before starting any electrical work.** Should it become necessary that maintenance, cleaning, or adjustments need to be performed on any piece of equipment while it is in operation, safe work procedures for this type of work shall be made available and easily accessible. Only authorized employees shall be allowed to perform such work.

PURPOSE

To ensure employee safety by allowing only **Authorized Employees, Qualified Persons, Certified Electricians** or **Electricians in Training (EIT's)** who are under direct supervision of a **Certified Electrician** to do electrical work such as connect, maintain, or modify electrical equipment or installations at ONTC work locations.

To ensure that all ONTC employees or contractors working for ONTC comply with the Canada Labour Code, Occupational Health and Safety Act, associated regulations and ONTC procedures.

APPLICATION AND SCOPE

This procedure applies to all ONTC workers and contractors at all workplace locations. The procedure applies whenever exposure to a hazardous energy may occur while servicing, installing or maintaining, machinery or equipment.

DEFINITIONS

Affected employee – persons who are not directly involved in the work requiring the hazardous energy control, but who are (or may be) located in the work area.

Authorized employee – a qualified person who, in their duties or occupation, is obliged to approach or handle electrical equipment; or a person who, having been warned of the hazards involved, has been instructed or authorized by a qualified Supervisor or management member.

Certified Electrician – Electricians who have obtained a 442A Industrial or a 309A Construction certificate of qualification.

Control Device – means a device that will safety disconnect electrical equipment from its source of energy.

Electrical Equipment – means equipment for the generation, distribution, or use of electricity.

Electrician in Training (EIT's) – Aspiring electrician's registered with Skilled Trades Ontario who must complete specific criteria, a set number of hours, and a final test to be eligible to become a **Certified Electrician**.

Isolated – means separated or disconnected from every source of electrical, hydraulic, pneumatic, or other kind of energy that is capable of making electrical equipment dangerous.

Qualified Person – One who has demonstrated skills and knowledge related to the construction and operation of electrical equipment and installations and has received safety training to identify hazards and reduce the associated risk.

RESPONSIBILITIES

Employer is responsible to:

1. Provide training and instruction on the Electrical Safety Policy and LOTO program.
2. Properly implement and periodically audit the Electrical Safety Policy and LOTO program.
3. Provide single key locks and tags as well as other LOTO equipment and maintain records of issuance of lock.
4. Provide all relevant PPE to ensure staff are performing their tasks in a safe manner.
5. Prequalify and approve contractors who work at any ONTC location.
6. Discipline, ensuring authorized and affected personnel perform their duties within the requirements of the LOTO Procedure.

Managers/Supervisors are responsible to:

1. Communicate any actual and potential hazards of which they are aware;
2. Apply and enforce the LOTO Program for all personnel in the workplace.
3. Identify those personnel who are authorized and affected and trained in accordance with this policy.
4. Periodically inspect the work area to ensure compliance with this policy;
5. Ensure that only authorized workers perform LOTO, and that work is performed in compliance to the procedure.
6. Provide written instructions as required; and
7. Provide to workers, company supplied LOTO equipment and PPE as required.

Workers and contractors of ONTC are responsible to:

1. Comply with the Electrical Safety Policy and LOTO Procedure.
2. Notify their supervisor or contact person of any questions or concerns with respect to LOTO.
3. Participate in electrical safety training as required.
4. Provide input on the effectiveness of the LOTO Procedure and participate in annual reviews of the electrical safety policy and LOTO Procedure as required.

5. Achieve a zero-energy state where hazardous energy may harm a person and ensure proper LOTO is achieved.
6. Ensure all power sources remain locked out before resuming work after a temporary absence.
7. Ensure only single keyed locks are used. The key must remain in the direct possession of the authorized person engaged in lockout.
8. remove only the locks that have been assigned by ONTC; and
9. avoid using a Point of Operation switch or controller for the sole Lockout of a device or piece of equipment unless it has been designed to accommodate an energy isolating device.

ELECTRICAL SAFETY RULES

1. A sign warning of the danger, and forbidding entry by unauthorized persons will be posted at the entrance to a room or similar enclosure containing exposed live electrical parts.
2. Any piece of equipment or tool found to be damaged or have defective electrical components or found to pose a safety or health hazard to any employee will be disconnected and removed from service without delay and must be tagged appropriately.
3. Any tool or piece of equipment that is capable of conducting electricity and/or endangering the safety of any worker will not be used around or close to any live electrical installation or equipment that might cause electrical contact with the live conductor.
4. Flammable materials/liquids shall not be stored anywhere near electrical equipment.
5. Eye protection must be worn when carrying out a work assignment.
6. Consider all electrical equipment to be live until you have properly tested it to confirm it's dead.
7. Do not work on "live" equipment unless it is absolutely necessary. If it is necessary, a safe work procedure must be in place.
8. If it is necessary to work on "live" equipment wear rubber gloves and work from a dry location.

9. Do not close any switch without knowledge of the circuit and the reason the switch was left open.
10. Notify the persons affected before the power on any circuit is shut off.
11. All electrical equipment of 110 volts or over must be grounded. Circuits sometimes retain a charge.
12. Portable electrical equipment used outdoors or in damp locations must be equipped with a ground fault circuit interrupter installed at the receptacle or on the circuit at the panel.
13. Specially authorized persons and electricians are the only ones permitted to change fuses.
14. Rubber gloves, tools and equipment must be maintained in good condition.
15. Do not handle “live” wires while standing in water or on moist or steel surfaces.
16. Electrically driven machinery and controls should normally be locked out before servicing. However check with your Supervisor to be sure.
17. Only persons authorized to do so may enter any electrical room and/or enclosure containing live parts. The entrance to any electrical and/or enclosure containing live parts will be marked by conspicuous warning signs stating that entry by unauthorized persons is prohibited.

TRAINING

Employees exposed to an electrical hazard when the risk associated with that hazard is not adequately reduced by the applicable electrical installation requirements shall be trained to understand the specific hazards associated with electrical energy.

- Safety-related work practices and procedural requirements necessary to provide protection from the electrical hazards associated with their job or task assignments; and
- They shall be trained to identify and understand the relationship between electrical hazards and possible injury.

Qualified persons shall be trained in and knowledgeable about the construction and operation of equipment or a specific work method and trained to identify and avoid the electrical hazards that might be present with respect to that equipment or work method. The training required shall meet the requirements of the CSAZ462.21 and may include classroom, on-the-job, electronic, or web-based training methodologies with interactive components.

Employees involved in or affected by the lockout procedure must be trained in the lockout procedure and their responsibility in the execution of the procedures.

Retraining in the lockout procedure shall be performed:

- When the procedures are revised;
- At intervals not to exceed 3 years; and
- When supervision or annual inspections indicate that the worker is not complying with the lockout procedure.

Employee training must be documented to confirm that each employee has received the training and retained for the duration of the employee's employment. The documentation must include

- when the employee demonstrates proficiency in the work practices involved
- contain the content of the training, each employee's name, and date of the training.

REFERENCES

Part II Canada Labour Code R.S.C, 1985, c. L-2

Published by the Minister of Justice at the following address:

<http://laws-lois.justice.gc.ca>

Implementing an Occupational Health and Safety (OH&S) program November 2017 DSS Catalogue Number CC273-2/17-1E Canadian Centre for Occupational Health and Safety (CCOHS): www.ccohs.ca

Occupational Health and Safety Act (R.S.O. 1990, c. 0.1) Consolidated Edition, Carswell

Workplace electrical safety, CSAZ462:21 CSA Group., July 20214

DATE FORMALIZED June 21, 2018 REVISED April 13, 2022	HOT WORK PROGRAM
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POLICY STATEMENT

In keeping with our values of safety, accountability, and continuous improvement Ontario Northland Transportation Commission (ONTC) is committed to the safety and health of all its employees by ensuring that all hazards associated with hot work is properly recognized, assessed and controlled.

PURPOSE

To establish the minimum requirements for the safe performance of hot work when conducting hot work at any ONTC location, and to ensure that all measures are taken to eliminate any risk that is generated by welding, cutting, grinding, soldering, or blazing.

APPLICATION AND SCOPE

This policy applies to any ONTC division, department, and employee who is required to perform hot work at any time during their work.

POLICY

All hot work jobs or projects are to be authorized by a manager, supervisor, designate or identified in daily work schedules and/or job descriptions.

All hot work must be performed by a competent worker who has the knowledge and training in the work being performed as per the identified risks associated with the work.

A competent person will be designated to monitor all hot work activities ensuring all procedures are being followed, and to conduct a fire watch for dangerous sparks.

When hot work is required on a rail car that contains a commodity or residue that is either a flammable gas, flammable liquid, or a liquid with a flash point below the ambient temperature or the temperature in the rail car, the work is to be conducted outside (provide location) and is only permitted when all safety precautions outlined in this procedure have been met and adhered to by personnel who have been trained to assess and control the hazards associated with hot work.

DEFINITIONS

Flammable Commodity:

A commodity that is a flammable gas, a flammable liquid or a liquid that has a flash point below the ambient temperature or temperature inside the rail car.

Flammable Gas:

A gas that has an LEL of less than 13 percent by volume in air or flammable range of more than 12 percent.

Flammable Liquid:

A liquid having a flash point below 37.8°C (100°F), also known as an NFPA Class I liquid.

Flash Point:

The temperature at which a liquid produces enough vapour to ignite in the presence of a suitable source of ignition.

Gas Tester:

Person assigned to perform required testing on/in a confined space, restricted space, railcar, etc. to ensure the area is safe to work on and/or identify control measures required to eliminate risk.

Hot Work:

For the purposes of this procedure, refers to any operation, process, or the use of anything that creates a source of ignition. Hot work includes, but is not limited to: welding, cutting torches, gouging, and the use of tools and equipment that are not intrinsically safe.

Lower Explosive Limit (LEL):

The minimum concentration of a flammable gas mixed with air, where an explosion or deflagration may occur in the presence of a suitable ignition. This concentration is expressed in percent by volume, where 1 percent represents 10,000 parts per million.

Tester:

A competent person who is responsible for making determinations of the conditions in or around the area of work, and has completed appropriate training on the measurement instruments and procedures used to perform the evaluation.

Vapour:

A gas given off by a substance that is normally a liquid at room temperature.

MATERIAL REQUIRED

Hot Work Hazard Assessment and Full task Observation Sheet
Norfalco Acid Tank Car Hazard Safety Inspection Sheet
Personal Protective Equipment
Fire Extinguisher
Testing Equipment – PH Test Paper, Gas Monitoring Equipment
Communication Devices

HAZARDS

This procedure describes some of the potential health hazards associated with welding fumes and gases. It also discusses the control and management of these hazards.

Welding produces metal fumes and gases that can make you sick. The risk depends on:

- The welding method (such as MIG, TIG, or stick)
- What the welding rod (electrode) is made of
- Filler metals and base metals (such as mild steel and stainless steel)
- Paints and other coatings on the metals being welded
- Ventilation

In confined spaces, welding can be much more dangerous. With less fresh air, toxic fumes and gases can be much stronger. Shielding gases, like argon, can displace the oxygen and kill you.

The two most common types of welding used are:

- The electric arc welding of metal using a flux-coated electrode (manual metal arc welding, MMAW, SMAW); and
- The electric arc welding of metal using a gas-shielded wire electrode (gas metal arc welding, GMAW).

Welding Fumes

Cadmium – may be present as a coating in certain materials being welded. Cadmium oxide fume on inhalation may cause acute irritation of the respiratory passages, bronchitis, chemical pneumonia or excessive fluid in the lung tissues (pulmonary oedema). There may be a latent period of several hours between exposure and onset of symptoms. The effects of overexposure to cadmium fumes may resemble metal fume fever initially. A single exposure to a very high concentration of cadmium oxide fume may be fatal. Chronic cadmium poisoning results in injury to lungs and kidneys.

Manganese – potential exposure to manganese occurs whenever this metal is used in electrode cores and coatings or in electrode wire. Acute poisoning from oxides of manganese is very rare in welders, although respiratory tract irritation from the fume may occur. Exposure to fume from welding on manganese steel may give rise to acute

inflammation of lungs. Metal fume fever is also a possibility after exposure to manganese fume. Chronic manganese poisoning, characterized by severe disorder of the nervous system, has been reported in welders working in confined spaces on high manganese steels.

Zinc – may be present as a surface coating on steel products, that is, galvanized steel. Exposure to freshly formed zinc oxide fume may produce a brief acute self-limiting illness known as metal fume fever, zinc chills or brass founder's ague. The symptoms, which resemble those of an acute attack of influenza, usually occur several hours after exposure to fume and usually with complete recovery within about 24 to 48 hours. Freshly formed oxide fume from several other metals has also been reported to cause metal fume fever. Leucocytosis, a transient increase in white blood cell counts, is reported to be a common finding in metal fume fever, but is not known to be common among welders.

Iron – most welding involves ferrous materials. The most abundant constituent of ferrous alloy welding fume is iron oxide. Long, continued exposure to such welding fume may lead to deposition of iron oxide particles in the lungs. When present in sufficient quantities, the deposition is demonstrable on chest x-ray films as numerous fine discrete opacities (nodulation and stripping) resembling silicosis. The technical name for this is siderosis and it is a benign form of pneumoconiosis. Siderosis tends to clear up when the exposure to metallic particles stops.

Molybdenum – Molybdenum is found in some steel alloys. Molybdenum fumes may produce bronchial irritation and moderate fatty changes in the liver and kidneys.

Fluorides – Welders may be exposed to fluoride dust, fume and vapours from certain MMAW and GMAW operations. Fluoride fumes may produce irritation of the eyes, throat, respiratory tract and skin. Chronic fluorosis is a syndrome characterized by an increased density of bones and ligaments due to fluoride deposition. However, no corroborating data are available which identify a relationship between exposure to fluoride-containing welding fumes and disorders of bones or ligaments.

Other Metals – Welding may produce fume from other metals, including aluminium, copper, magnesium, tin, titanium and tungsten. Within the confines of the current information available, no serious health disorders in welders are known to occur from exposure to fume from these metals but, under certain conditions, copper, aluminium and magnesium may give rise to metal fume fever and others to irritation of the respiratory tract.

Beryllium is a volatile and toxic component that may be present in many copper alloys being welded, that is, in the work piece itself. Beryllium oxide fume is very toxic to the respiratory tract, lungs and skin, and is quick acting. Beryllium is suspect human carcinogen. Note that beryllium may also be present in some aluminium or magnesium brazing alloys.

Gases

Oxides of nitrogen – The oxides of nitrogen, nitric oxide and nitrogen dioxide, are frequently formed by the direct combination of oxygen and nitrogen in the air surrounding

the arc or flame, as a result of heat from the electric arc or gas torch (oxidizing flames). In outdoor or open shop welding, hazardous abnormal concentrations are unlikely, except perhaps for short periods. In confined spaces, hazardous concentrations of nitrogen oxides may rapidly build up in welding operations. High concentrations of nitrogen oxides have also been found during gas tungsten-arc cutting of stainless steel.

Exposure to oxides of nitrogen may not always produce immediate effects but may result in fatal excessive fluid in the lung tissues (pulmonary oedema) some hours after the exposure stops.

Ozone – is formed only in small amounts in MMAW and in gas welding. It is however, produced in significant amounts in GMAW when welding with argon, especially when high amperages are used. High ozone concentrations are especially a problem when welding on reflective surfaces, such as aluminum and its alloys and stainless steel, and with high-energy processes such as plasma arc welding.

Phosphine – Phosphine is generated when steel coated with a rust proofing compound is welded. High concentrations of phosphine gas are irritating to the eyes, nose and skin. There may also be serious effects on the lungs and other organs.

Insufficient – oxygen in GMAW, the presence of inert gases (argon, helium) in confined work environments may reduce the oxygen content of the atmosphere to dangerous levels, with the threat of asphyxiation. See also the section on carbon dioxide in this procedure.

Pyrolytic products of resins used in primers / paints – the main products of thermal decomposition of resins used in primers and paints are carbon monoxide and carbon dioxide. Specific toxic or irritant chemicals given off from the resins used in priming materials include such hazardous substances as phenol, formaldehyde, acrolein, isocyanates and hydrogen cyanide. Usually, a very complex mixture of organic gases is formed.

HEALTH EFFECTS

SHORT TERM

Metal fume fever – Metal fume fever occurs in welders who inhale zinc oxide fumes, although other components, for example, copper, aluminum and magnesium, may also produce this condition. Symptoms of metal fume fever, which resemble influenza, usually occur several hours after exposure and include a metallic or sweet taste, chills, thirst, fever, muscle aches, chest soreness, fatigue, gastro-intestinal pain, headache, nausea and vomiting. The symptoms usually subside within one to three days of exposure with no residual effect.

Exposure to ozone – Exposure to ozone generated in GMAW and plasma arc welding may produce excessive mucus secretion, headache, lethargy, eye irritation and irritation and inflammation of the respiratory tract. In extreme cases, excess fluid and even hemorrhage may occur in the lungs. The irritant effects of the gas on the upper respiratory tract and the lungs may be delayed.

Exposure to nitrogen oxides – Nitrogen oxides produce somewhat similar respiratory tract effects to ozone. Inhalation of nitrogen oxides does not always produce immediate irritant effects but may result in excessive fluid in the lung tissues (pulmonary oedema) some hours after exposure ceases.

Control Measures

Where there is a likelihood of worker exposure to welding fumes and gases, steps should be taken to minimize that exposure. A thorough examination of work practices is essential. Procedures should be adopted to ensure that workers are not exposed to the hazard. Control measures include, but are not limited to the following, which are ranked in priority of their effectiveness:

Elimination/Substitution

- Remove the hazard from the workplace, or substitute (replace) hazardous materials or machines with less hazardous ones

Engineering Controls

- includes designs or modifications to equipment, ventilation systems, and processes that reduce the hazard at the source of exposure

Administrative Controls

- altering the way the work is done we can reduce the exposure along the path i.e. policies, and **work practices** such as standards and operating procedures (including training, housekeeping, equipment maintenance, and personal hygiene practices) Conduct pre-assessment of work to identify all hazards

Personal Protective Equipment

- Equipment worn by individuals to reduce exposure such as contact with chemicals or exposure to noise

The control measures in this procedure are intended to assist anyone conducting hot work with identifying and controlling all hazards associated with the nature of the work. All hazards identified in the hazard assessment not identified in the procedure shall be controlled using this hierarchy first always looking to eliminate.

PROCEDURE

Welding, cutting, grinding, soldering and brazing in construction, maintenance, and fabricating activities present a significant opportunity for fire and injury.

Hot work presents an increased risk of fire and explosion hazard when it is performed in a confined and enclosed space. If performing Hot Work in a confined space, please refer to the confined space policy and procedure.

The following procedures are the minimum standard that ONTC anticipates its workers and contractors to achieve for all hot work performed.

1. Inspect the work area and consider the following:
 - Ensure that all equipment is in good operating order before work starts.
 - Ensure that all appropriate personal protective devices are available at the site.
 - Look for combustible materials.
 - Move all flammable and combustible materials away from the work area.
 - Sweep clean any combustible materials on floors around the work zone.
 - Remove spilled grease, oil, or other combustible liquid.

If combustible materials can't be moved:

2. If combustibles cannot be moved, cover them with fire resistant blankets or shields. Protect gas lines and equipment from falling sparks, hot materials, and objects.
3. Secure, isolate, and vent pressurized vessels, piping and equipment as needed before beginning hot work.
4. Post a trained fire watch within the work area, including lower levels if sparks or slag fall during welding, including during breaks, and for at least 30 minutes after work has stopped. Depending on the work done, the area may need to be monitored for longer (up to 3 or more hours) after the end of the hot work until fire hazards no longer exist.
5. Inspect the area following work to ensure that wall surfaces, studs, wires, or dirt have not heated up.
6. When work is completed ensure all compressed gas valves are closed and the cylinders are properly stored and secured safely.

Hot Work on Residue/Loaded Rail Cars

Before performing any work on a rail car ensure the following:

Before performing any work on a car containing acid caution must be given to the following risks:

- 1) The tank is still under pressure – highest risk
- 2) The tank will release acid gases/mists when opened and previously checked for pressure

The first time the tank is opened workers should wear a full face shield and protective clothing (e.g. polycoated Tyvek and gloves), and a ½ mask respirator equipped with a stacked P100/acid gas cartridges (or a full face respirator in lieu of the face shield).

Subsequent access if necessary may be limited to respiratory protection for acid gases/mists and gloves, but should not occur unless necessary.

1. The Manager of Quality Assurance shall determine the last contents and, where possible, the paint system used on the car to be worked on. This shall include, as applicable, the review of shipping documents and/or any other documentation or information as appropriate to verify the last contents or the paint system used.

Identification by the commodity stencilled on the car is not sufficient for content determination.

2. Where the car is found to contain an acid commodity a **Hazard/Safety Inspection Assessment Nor Falco Acid Tank Car** form must be completed by the Quality Assurance inspector to indicate if the car has passed or failed.
3. Prior to engaging in any hot work the person conducting the testing shall:
 - a. Identify and record the contents of the tank on the **Hot Work Hazard Assessment and Task Observation** sheet.
 - b. Test for oxygen and then LEL at and around the manways, valves, or other potential sources of flammable gases that are within the distances outline in Section 3.
 - c. Stop any leaks as practicable prior to continuing and record this on the Hot Work Hazard Assessment and Task Observation form.
 - d. Record the final results of the testing on the Hot Work Hazard Assessment and Task Observation sheet.
 - e. Where a car's last commodity contains an acid perform PH testing on the car to ensure there is no acid residue remaining on or in the car
4. When a car contains a flammable commodity, no welding, gouging, flame cutting or similar operation is permitted within 15.4 meters (50 feet) and any other type of hot work is not permitted within 4.6 meters (15 feet) until the identified hazards on the **Hot Work Hazard Assessment and Task Observation** sheet have been controlled.
5. Once safe work condition is met, hot work may proceed only after the assigned worker(s):
 - a. Examines the Hot Work Hazard Assessment and Task Observation sheet and identifies the following items before commencing work:

- Car Number: verify that the number on the car is the same as that identified on the Hot Work Hazard Assessment and Task Observation sheet
 - Test results: verify that the air test meets the Hot Work Hazard Assessment and Task Observation sheet condition, also verify that the test results were conducted on the same shift and date the hot work is to be performed.
- b. Ensure that no other processes or operations are being performed in the area that could contaminate the work area with a significant amount of flammable gas, or that continuous monitoring occurs.
 - c. Ensure that if a combustible insulation is present, a suitable means to extinguish a fire is immediately available.
 - d. Ensure that all equipment to be used is inspected, in good condition and properly used and this is documented on the **Hot Work Hazard Assessment and Task Observation** sheet.
 - e. Ensure that required personal protective equipment is inspected, in good condition, used properly and is documented on the **Hot Work Hazard Assessment and Task Observation** sheet.
 - f. Ensure you print your name and initials on the **Hot Work Hazard Assessment and Task Observation** sheet.
 - g. Ensure that continuous monitoring is in place.
6. Hot work may normally only proceed when the LEL is zero, except where the source of flammable gas is clearly known and continuous monitoring is performed to ensure that the levels do not exceed 10 percent of the LEL.
 7. The tests conducted are valid for no more than the present shift, including overtime hours where applicable.
 8. Welding on the tank car shell of an uncleaned car containing a flammable commodity or residue is strictly prohibited. Welding on reinforcing pads of rail cars which are directly attached to the shell is permitted providing:
 - The welder is qualified and certified
 - No part of the weld is deposited on the tank shell
 - Continuous monitoring in the location of the hot work
 9. The ground connection for welding is to be attached directly to the part to be welded whenever practicable or as near as possible to the weld area
 10. A fully charged 20lb ABC fire extinguisher shall be readily available to the hot work area. In remote locations where work will be performed on a car containing a flammable commodity or residue, it is mandatory to have two (2) fully charged 20lb ABC fire extinguishers. One (1) in close proximity to the hot work site and the other one in an easily accessible location close by.

11. Where individuals are performing hot work on an uncleaned railcar radios must be available to ensure an effective means of communicating during an emergency. This process must be included in the site emergency response plan.
12. If a combustible insulation is present, a suitable means to extinguish a fire must be immediately available when welding, gouging, flame cutting or a similar operation is being performed.
13. When welding, gouging, flame cutting or a similar operation is to be performed, significant quantities of highly combustible materials (paper, wood chips, textile fibres, grass, etc.) must not be within 10 meters (35 feet) of the welding operation. If you are unable to relocate the highly combustible materials, they must be covered with a flame resistant tarp.
14. When welding, cutting, gouging or a similar operation is to be performed on the surface that has a paint system applied to it, using the hierarchy of controls appropriate precautions shall be taken to ensure that the person is not exposed to airborne concentrations above the applicable exposure limits established by the ACGIH or Provincial Legislation, whichever is most restrictive. This may include, but is not limited to:
 - Blasting the area clean prior to the performance of the work
 - Using stripping products to remove coatings, making sure to remove any residue before welding
 - Use wet slurry vacuum removal techniques for removing very toxic coatings
 - Do not grind coatings. Grinding dust may be toxic.
 - The use of engineering controls (e.g., ventilation)
 - The use of appropriate respiratory protection
15. Prior to performing hot work on the jacket of a car containing flammable commodity or residue the following must be completed:
 - a. Test the jacket space for any flammable gas local to the work area, through:
 - b. an existing access point to in the jacket space
 - c. or by creating an access point, local to the work area, into the interstitial space between the shell and jacket using a pneumatic or intrinsically safe drill and keeping the drill bit and work area cool with a suitable coolant.
16. Where any amount of flammable gas is found, the source shall be determined, and if the source is from inside the jacket space it shall be eliminated or controlled

prior to any hot work being performed. Record this on the **Hot Work Hazard Assessment and Task Observation** sheet.

17. If it is reasonably believed that the jacket space may become contaminated with a flammable gas during performance of the work (e.g. product leaks from a tank) then the jacket space shall be continuously monitored.
18. Where contamination is found in the jacket space other than a flammable gas (e.g. sulphur), an assessment of the hazards shall be made and appropriate precautions taken to protect the health and safety of the worker.
19. If the **Hot Work Hazard Assessment and Task Observation** condition is violated, or there is reasonable cause to believe that it may be violated during the performance of the work (e.g. product leaks from a tank into the area of hot work, leaks from a nearby process), the work shall stop immediately while the source is investigated. Retesting must be performed to ensure that the conditions are safe before continuing. The new findings shall be recorded on the **Hot Work Hazard Assessment and Task Observation** sheet.

RESPONSIBILITIES

Employer:

- Ensure that a written program for hot work is developed and maintained in accordance with all relevant legislation.
- Ensure that the hot work program is developed and maintained in consultation with the workplace health and safety committee and/or policy health and safety committee.
- Ensure that the hot work program and associated documentation is current and available to all workers and contractors (as required) performing any hot work.
- Ensure that an adequate assessment of the hazards related to the hot work being performed has been carried out before any worker begins hot work.
- Appoint a person with adequate knowledge, training, and experience to carry out the assessment and maintain a record containing details of the person's knowledge, training, and experience.
- Ensure all workers are given adequate training in recognition of hazards and safe work practices associated with hot work.
- Maintain adequate training records showing who provided the training, who received the training, and the date the training was provided.
- Provide all personal protective equipment (PPE) required to ensure safe work.

Site Supervisor:

- Ensure a full hazard assessment is completed and any hazards are identified and controlled before hot work begins.

- Where rail car contains a flammable commodity or acid base commodity ensure that the Hot Work Hazard Assessment and Task Observation sheet completed.
- Inspect and monitor all hot work jobs to ensure procedures are being followed, and adequate fire protection is provided for a fire watch on site
- Ensure that all work does not begin until all conditions identified have been met.
- Ensure that all personnel follow this policy and procedure.
- Assign an Observer to watch for dangerous sparks in the area above and below the work being completed.

Manager of Quality Assurance Department:

- When hot work is to be performed on a rail car determine the last contents of the rail car and if possible determine the paint system.
- Perform/delegate required testing on the car to ensure the car is safe to work on and/or identify control measures required to eliminate risk.
- Place an ONTC pass or fail sticker on the car to indicate quality assurance testing complete.

Observer:

- Ensure all conditions, precautions and controls are followed.
- Watch for sparks in the area above and below the work being completed.
- Conduct fire watch at all times including any coffee breaks or lunch breaks for 60 minutes after any hot work has been completed. Maintain a fire watch at thirty min intervals to monitor area for 4 hours after work has been completed, in case of flare ups.

Workers:

- Comply with this program and be fully aware of the contents of relevant assessments.
- Notify the site supervisor of any questions or concerns with the hot work being performed or the hot work program.
- Notify the site supervisor of any contraventions of Part 2 of the Canada Labour Code, H&S regulations, and or any ONTC policies and procedures.
- Ensure all required PPE is in worn when conducting hot work.
- Participate in all required training.
- Inspect all cutting torches, and welding equipment for wear, defective parts and any other safety hazard before beginning any hot work and as often as required by the manufactures instructions.

Workplace/Policy Health and Safety Committee:

- Conduct regular audits to ensure the hot work procedures are being adhered to.
- Participate in policy review and provide recommendations to the employer if required

SWITCHING

1. A car that has been dropped off by a switching company (CN, CP, Railserve, etc.) and contains a flammable commodity, is not to be moved with a Trackmobile or similar equipment until an assessment is made to ensure that it is not leaking excessively.
2. Where a car that is leaking to the point where the airborne concentration of gas is likely to exceed 10 percent of the LEL at the coupler, a buffer car shall be positioned between the leaking car and the Track mobile, or similar equipment.
3. The distance set out in Section 3 of Hot Work on Residue/Loaded Rail Cars shall be considered when a car is to be moved such that the car does not enter an area where the requirements of this procedure would be violated (e.g. welding)
4. A car that contains a flammable commodity shall not be brought indoors unless it is confirmed that it is not leaking and it is being brought into an area that meets the requirements of NFPA 497.

Hot Work Hazard Assessment and Task Observation – RECORD RETENTION

When the work has been completed on Residue/Loaded Rail Cars:

1. Quality Assurance Tags to be removed from the car and the hot work hazard assessment and task observation sheets are filed and maintained for a minimum of 2 years.
2. Records for the testing must be kept for a minimum of three years.

TESTING EQUIPMENT

1. The gas monitoring equipment used for this standard is the VENTIS MX4.
2. Where available, the unit is to be set in the PPM mode for all tests.
3. A functional (“bump”) test must be performed on every instrument prior to each day’s use. A functional test is defined as a brief exposure of the monitor to known concentration of gas(s) for the purpose of verifying sensor and alarm operation. It is not intended to be a measure of accuracy of the instrument. The bump test shall be recorded on the bump test form.
4. A full instrument calibration must be performed monthly using certified concentrations of calibration gas(s) and recorded. Each gas-monitoring unit must have a calibration form, which will be maintained with the unit. Record the unit’s model and serial number, date calibrated and the name of the individual performing the calibration. Enter the full span reading for each sensor and the calibration has used.
5. The recommended calibration gas for the LEL sensor is Pentane.
6. The unit shall have the alarm set at 10 percent for LEL.

TRAINING

Any personnel performing hot work on residue/loaded rail cars must receive applicable training including but not limited to Hazard Assessment, WHMIS, and in some

circumstances Transportation of Dangerous Goods. Employees performing the tasks described in the procedure must also be aware of the commodity present in the particular car they are working on.

Personnel performing calibrations, bump testing, or other gas testing must be trained on the specific use and limitations of the particular gas detection devices they are using.

REFERENCES

1. Canada Labour Code R.S.C., 1985, c. L-2, Part II – Occupational Health and Safety
2. Canada Occupational Health & Safety Regulations (SOR/86-304)
3. PSP-S-03 - PROCOR Limited Standard Responsible Care Standard for Hot Work On Residue/Loaded Rails Cars
4. NFPA 51B - Fire prevention in the use of cutting and welding Processes
5. CSA W117.2-12 Safety in Welding, cutting, and allied processes
6. ANSI Z49.1:2012 Safety in Welding, Cutting, and Allied Processes
7. Canadian Centre for Occupational Health & Safety
http://www.ccohs.ca/oshanswers/safety_haz/welding/hotwork.html

DATE FORMALIZED February 2019 REVISED September 17, 2024	CONTRACTOR/SUBCONTRACTOR HEALTH AND SAFETY POLICY
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POLICY STATEMENT

In keeping with our values of Safety Full Stop, Go Beyond, Lead the Way, and Never Stop Caring, Ontario Northland Transportation Commission (ONTC) adheres to the requirements of the Canada Labour Code and all applicable Regulations by ensuring that all selected contractors and subcontractors meet the set health and safety standards associated with each project.

All work shall be done safely no matter how urgent the job is and ONTC will assure that all contractors and subcontractors working on any ONTC property and/or project will follow this policy, adhering to all health and safety legislation and working in a manner that puts the safety of each employee/worker and the environment as the top priority.

PURPOSE

The purposes of this policy are to:

- Ensure that the health and safety of all Ontario Northland Transportation Commission (ONTC) employees, equipment, property, and environment are protected when work is being performed by an outside agency.
- Ensure that all contractors retained by the ONTC are compliant with ONTC policies, procedures, standards, and applicable legislation.
- Ensure that all contractor employees and ONTC employees are provided with a safe and healthy work environment.
- Eliminate or minimize the risk of loss to employees, equipment, property, and environment.
- Minimize corporate liabilities.

APPLICATION AND SCOPE

This procedure applies to all ONTC divisions and departments that engage the services of an outside agency to perform work at any level.

DEFINITIONS

Adequate: in relation to a procedure, plan, material, device, object, or thing, means

- a) Sufficient for both its intended use and actual use; and
- b) Sufficient to protect a worker from occupational illness or occupational injury.

Competent Person: a person who is:

- a) qualified because of knowledge, training, and experience to organize the work and its performance,
- b) familiar with the Occupational Health and Safety Act and/or the Canada Labour Code and the regulations that apply to the work, and
- c) has knowledge of any potential or actual danger to health or safety in the workplace.

Construction: includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project, but does not include any work or undertaking in a mine.

Constructor: a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself/herself or by more than one employer.

Consultant: a person who is retained by ONTC to provide professional non-construction services.

Contractor: any person or entity contracted to provide service to ONTC.

Employer: a person who employs one or more workers, or contracts for the services of one or more workers, and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor, to perform work or supply services.

Lead Employer: an employer who contracts for the services of one or more other employers or independent contractors in relation to one or more confined spaces that are located,

- a) in the lead employer's own workplace, or
- b) in another employer's workplace.

Prescribed: means established in a Regulation made under the Occupational Health and Safety Act or Canada Labour Code

Project: a construction project, whether public or private, including:

- a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipeline, duct or well, or any combination thereof,
- b) the moving of a building or structure, and
- c) any work or undertaking, or any lands or appurtenances, used in connection with construction.

Project Administrator: a person who leads/coordinates a project.

Regulation: the regulations made under the Occupational Health and Safety Act or the Canada Labour Code.

Subcontractor: a person or company that a contractor pays to do part of a job that the contractor has agreed to do and is responsible for.

SUPPORTING MATERIAL REQUIRED

Contractor Safety Checklist and Orientation Form
ONTC Contractor Health and Safety Responsibility Agreement
Project Hazard Assessment
Contractor Orientation Training Package

PROCEDURE

Once it has been determined that a contractor will be required, a lead must be immediately established regardless of the size of the project. That lead will become the Project Administrator for the purposes of this policy, ensuring that all requirements of this policy are met.

Before Contractors/Subcontractors begin work/project ensure the following are adhered to:

- All Contractors on the property are compliant and current with all legislative licensing requirements.
- All Contractors provide a valid WSIB Clearance Certificate and/or liability insurance before beginning any work on ONTC property.
- Orientation training is provided to contractors prior to commencement of work.
- Contractors understand their contractual obligations under this standard.
- Provide a designated ONTC contact person to ensure Contractors' compliance to ONTC policies, procedures and standards through ongoing work site inspections, communications and reported safety concerns.
- Ensure that application of this standard is delivered and used consistently throughout ONTC operations.
- Where the work/project is occurring in an area where there may be ONTC employees, inform those employees of potential risk and communicate all restrictions and responsibilities.

The Project Administrator shall establish practices so that all Contractors, subcontractors, or contract workers perform their work in a safe and effective manner and meet all the requirements of the Occupational Health and Safety Act, the Canada Labour Code, and the Construction Regulations. The Project Administrator must be adequately familiar with all applicable laws, codes and regulations and be capable of applying them.

Construction Work that meets Provincial "Project" Definition

Where ONTC retains a Contractor with provincial jurisdiction, and the work meets the definition of "project" per the Provincial Construction Regulations, the Contractor will assume the position of Constructor. Under these circumstances:

- ONTC is not responsible for ensuring that Contractors meet their provincial obligations as they relate to applicable Regulations.
- Contractors will assume control of all work at the construction site.
- ONTC will ensure that any Contractor is pre-qualified before awarding any contract and will monitor work activity to ensure work is being done safely and meets expectations.

ONTC will ensure that:

- all Contractors/Subcontractors are properly trained,
- contractors/Subcontractors are monitored and requirements for safety are observed, and

- procedures for safe conduct of the work are in place and known to Contractor's employees.

The Project Administrator shall direct the Contractor in completion of all applicable documentation, as described by the Contractor Safety Prequalification Procedure. The Project Administrator shall ensure that the Constructor maintains full responsibility for safety.

Where the Project Administrator identifies unsafe situations, they are responsible for bringing this forward to the Contractor and shall stop work if deemed necessary.

Non-Construction Work where ONTC is Acting as the “Employer”

The Project Administrator shall review the ONTC's applicable policies and procedures with the contractors/subcontractors. It is recommended that all contractor/subcontractor workers undergo this training orientation, but it is mandatory that at least the contractor's supervisor or site superintendent receive the orientation and then have a method to ensure that this information is passed on to all employees under their direct control.

NOTE: The requirement of “Lead Employer” must be fulfilled if the work is Confined Space Entry work.

It is the responsibility of the Project Administrator to ensure the contractor is aware that project specific training is to be conducted.

The Project Hazard Assessment form shall be completed by the Project Administrator and reviewed with all contractors prior to commencement of work.

Contractors/subcontractors who regularly perform services at ONTC must complete a Contractor Training Orientation on an annual basis or whenever there is a change in personnel or applicable and safety conditions which may affect the contractor's/subcontractor's workers. For project contracts, a Hazard Safety Assessment form will be completed each time the contractor performs a new project, unless the same contract personnel have performed project work of a similar nature within the previous 12 months.

Prequalification

Pre-Qualification of a contractor is designed to ensure that the contractor has:

- Appropriate current and sufficient insurance,
- WSIB Coverage,
- An appropriate and compliant health and safety policy,
- Competent supervisors, and
- A program to completely undertake and control the construction work being conducted at ONTC.

When pre-qualifying a contractor who will not act as “Constructor,” ONTC shall determine whether the contractor has the specific policies, procedures, training, and supervision to perform the job safely and in compliance with all provisions of the Occupational Health and Safety Act and the applicable Regulations. Use the Contractor Safety Prequalification form to fulfill this policy obligation.

If the Procurement department is completing the prequalification procedure, input may be required from the Manager of Health and Safety or the Project Administrator if there are specific requirements for a project.

The following items must be submitted by the contractor for prequalification:

- Certificates of insurance – general liability insurance (Minor projects \$2,000,000 minimum, Major Projects \$5,000,000 minimum).
- 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.
- Contractor's Health and Safety Policy.
- Past environmental, Health and Safety Records – a copy for the last 2 years.
- Training and Certification Records – Documentation verifying all workers have received the necessary safety training required for the specific job.
- Hazardous material list – List of all hazardous materials that will be brought onto ONTC property.
- ONTC may require a separate work plan detailing higher hazard work activity or any tasks that may tend to produce adverse consequences.

Procurement or the Project Administrator will ensure that the Contractor Health and Safety Responsibility Agreement has been completed by the Contractor.

Procurement or the Project Administrator will ensure current copies of insurance, WSIB clearance certificates, and annual safety reviews are maintained for pre-qualified contractors.

Contractors who have already been prequalified should be reasonably favoured and used for OTNC projects.

Project Management

In all circumstances except where a Contractor has assumed the role of Constructor, the Project Administrator is responsible for health and safety on the project and must halt the project if there are health and safety concerns. The Project Administrator must maintain communication with the Contractor throughout the project.

The Project Administrator is responsible to ensure that all health and safety documentation for the project is completed and maintained.

The Project Administrator is responsible to create an ONTC Project Assessment Folder and complete it with Contractor prior to any work beginning. The folder includes the following documents:

- Signed Contractor Safety Responsibility Agreement,
- Certificates of Insurance – General Liability Insurance,
- WSIB Safety Record,
- Current Clearance Certificate,
- Contractor's health and safety policy and procedures applicable to the work being conducted,
- Training, licensing, and certification records,

- Hazardous materials list and current SDS for material brought onto ONTC property and already onsite that will be used during or encountered during the project,
- Completed Contractor Orientation Training Records,
- Copies of any applicable ONTC procedures that have been reviewed,
- Completed Contractor Prequalification form.

The Project Hazard Assessment form must be filed once the project has been completed and made available for review if required for auditing purposes.

The Project Administrator must ensure that the Contractor Orientation Training is completed for all workers on the project.

On-Site Safety: All ONTC safety procedures (Fall protection, Confined Space Entry, Lockout/Tagout, Ladder Safety, WHMIS, Personal Protection Equipment, Respiratory Protection, etc.) apply to all construction work on ONTC projects, unless the Contractor's procedures exceed ours.

The Project Administrator shall review all applicable safety procedures with contractors/subcontractors at the site. Copies of the ONTC procedures can be obtained through MyPolicies.

The Project Administrator will ensure that daily safety briefings are conducted prior to the beginning of each project workday, as well as regularly inspect the work site as the project requires.

If the Contractor or subcontractor has a question or concern regarding safety on the project, they should speak to the Project Administrator or their immediate supervisor.

All contractor(s) or subcontractor(s) supervisors must report to the Project Administrator:

- Any unsafe actions or conditions,
- Contraventions of the Occupational Health and Safety Act, Canada Labour Code and Regulations or any ONTC safety procedure, or
- Existence of any hazard at the project.

Any incident (first aid, near miss, etc.) on the project must be immediately reported to the Project Administrator.

NOTE: Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the ONTC disciplinary procedure and will be based on the merits of the specific case.

RESPONSIBILITIES

To ensure clarity of responsibility, where a Contractor is hired to conduct work for ONTC and the provincial Occupational Health and Safety Act applies in respect of that work, the Contractor will assume the position of Constructor.

No ONTC employee will be assigned to work on the same project as the general contractor unless there is an agreement between the Contractor and ONTC determining the contractor as the Constructor.

Where a project requires more than one Employer, ONTC may enter into an agreement before the commencement of the project to determine control over the project identifying who will be the Constructor.

Employer

The Employer is responsible to:

- Ensure contractors, employees, supervisors, and managers are adequately aware of the provisions and requirements of the Purchasing Policy and Procedure.
- Ensure that contractors, subcontractors, and project worker companies are adequately prequalified in accordance with the Contractor Safety Prequalification Form for large projects or projects where the combined value of the project exceeds \$50,000.00 and where ONTC is the Constructor.
- Ensure contractors, subcontractors and project worker companies have agreed with and endorsed in writing the terms of the Contractor Health and Safety Responsibility Agreement.
- Properly implement and periodically audit the Contractor prequalification and safety procedure.
- Ensure that authorized staff comply within the Contractor Prequalification and Safety Procedure.
- Discipline and or remove from the authorized contractors list any contractor that fails to comply with this procedure.

Procurement

The Procurement Department is responsible to:

- Conduct prequalification in conjunction with the Project Administrator for consultants and service providers and ensure completion of the Contractor Health and Safety Responsibility Agreement.
- Where required ensure the Contractor completes the Prequalification Form before any construction work is initiated on any of the ONTC properties.
- Maintain a list of all service agreements, memoranda of understanding, and service contracts.
- Obtain a current copy of WSIB Clearance Certificates and Insurance Certificate for pre-qualified consultants and service providers.

Project Administrator

The Project Administrator is responsible to:

- Contract a prequalified contractor.
- Ensure contractors, subcontractors and project worker companies are prequalified in accordance with the Contractor Safety Prequalification Form.
- Ensure the Contractor completes the Contractor Orientation Training with the Contractor's workers prior to the beginning of a project.
- Complete with the Contractor and maintain the Project Hazard Assessment.
- Request applicable training records, certificates, licenses, and written procedures and measures from the Contractor as required.
- Ensure the Contractor Health and Safety Responsibility Agreement is completed by the Contractor prior to the beginning of work.

- Conduct safety briefings with the Contractor(s) prior to the work beginning and as required by the project.
- Periodically view the work areas to ensure compliance with the Occupational Health and Safety Act, associated Regulations and the relevant ONTC safety procedures.
- Respond to safety concerns from contractors and others impacted by a project.
- Ensure all relevant ONTC safety procedures are being implemented at the project.
- Ensure all contractors have provided SDS for all hazardous product used and that the SDS are readily available if stored on ONTC property.
- Inform the supervisor and employees in the area where the work/project is occurring of potential risk, including restrictions and responsibilities needed to ensure their safety.

Where a Contractor is hired to perform work for ONTC and the work is subject to the requirements of the Occupational Health and Safety Act, the Contractor will assume the position of Constructor. The aforementioned duties or similar must then be completed by the Contractor.

Note: The Contractor – Constructor will be required to utilize their own prequalification and safety contract documents for any and all subcontractors hired to perform work on the project.

Contractors

Contractors are responsible to:

- Employ competent Supervisors and Workers.
- Comply with the Contractor Prequalification and Safety Procedure.
- Complete the ONTC Project Hazard Assessment and Contractor Health and Safety Responsibility Agreement.
- Furnish the ONTC with hard copies of applicable training records, certificates, licenses and written procedures and measures as required.
- Ensure that the Contractor Safety Checklist and Orientation form are completed and signed.
- Notify the Project Administrator of any questions or concerns with Contractor Prequalification and Safety Policies.
- Notify the Project Administrator of any contraventions of the Act or ONTC's Procedures.
- Participate in required safety training.
- Provide WSIB documentation and/or liability insurance confirming the Contractor is registered and their account is in good standing.
- Have all products used in their process evaluated by ONTC personnel prior to the products being brought onto ONTC property. This will be done through the evaluation of Safety Data Sheets (SDS) provided by the Contractor/subcontractor.
- Ensure copies of all SDS are readily available.
- Immediately inform designated ONTC contact person of there are any changes in their process or products used in their operation.
- Prior to entering ONTC property, register with Security, appropriate supervisor or designated ONTC contact person for direction.
- Ensure that all equipment and vehicles are properly maintained and meet prescribed safety standards, e.g., no loose pins on backhoe extensions or arms, safety pins and safety features are working properly.

Workplace/Policy Health and Safety Committees

The WHSC/PHSC are responsible to:

- Participate in the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Serve as a resource to employees regarding the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.

Manager Health and Safety

The Health and Safety Department is responsible to:

- Provide assistance if needed with prequalification process of contractors as required by the Procurement Department and/or the Project Administrator.
- Approve/disapprove exceptions to the Contractor Safety Prequalification process.
- Facilitate the development and review of the Contractor/Subcontractor Health and Safety Policy, procedure, and applicable forms.
- Apply and audit compliance, and discharge discipline when required, specific to the Contractor/ Subcontractor Health and Safety Policy, procedure, and applicable forms.

TRAINING

ONTC is responsible to ensure that those ONTC employees who have duties and responsibilities to act under this procedure are adequately trained in these duties as applicable.

The training shall reinforce the hazard control hierarchy as follows:

- **Elimination:** activities or practices that involve the complete removal of the hazard from the worker in the workplace.
- **Substitution:** involves the replacement of high hazard task or workplace circumstance with a lower hazard task or workplace circumstance.
- **Engineering Controls:** involves creating and using designed infrastructure or equipment to minimize a hazard.
- **Administrative Controls:** involves creating protocols involving stated obligations and prohibitions that change the way people work.
 - E.g., **Warning Signs:** postings and placards that communicate the presence of a hazard as well as hazard control directives.
- **Personal Protective Equipment (PPE):** involves the use of gear that is worn by the worker to create a barrier between the hazard and the worker. PPE can include gloves, respirators, hard hats, safety glasses, high-visibility clothing, and safety footwear.

The Manager, Health and Safety will ensure that the training is refreshed at adequate frequency.

Retraining will be provided for all authorized workers or contractors whenever there is a change in their job assignments, a change in condition, equipment or processes that presents a new hazard, or when there is a change in the Contractor Safety Prequalification Process.

Additional retraining shall also be conducted whenever a periodic inspection reveals, or whenever there is reason to believe, that there are deviations from or inadequacies in workers' knowledge or use of the Contractor Safety Prequalification Process. The Project Hazard Assessment will be updated to add any additional hazards and corresponding controls, as required.

APPENDICES/EDUCATIONAL MATERIAL

- Contractor Safety Prequalification Form
- Contractor Health and Safety Responsibility Agreement
- Contractor Safety Checklist and Orientation
- Project Hazard Assessment

REFERENCES

- Ontario Occupational Health and Safety Act R.S.O 1990
- O.Reg 213/91 Construction Projects
- Canada Labour Code R.S.C., 1985 c L-2
- Canada Occupational Health and Safety Regulations SOR/86-304
- Contractors Subcontractors Safety NBRHC OH&S4-017



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 011

Description: Designated Substance Surveys - Various ONTC Buildings

Submitted To: ONTARIO NORTHLAND TRANSPORTATION COMMISSION

We, _____
(Name of Respondent)

having carefully examined, understood, and completed the Request For Proposals Documents as described in Section 2 - The RFP Documents, and Addendum No. _____ to No. _____ inclusive, and having participated in the mandatory respondents' meeting and familiarized ourselves thoroughly with local conditions, hereby agree to supply the services associated with the Designated Substance Surveys - Various ONTC Buildings as outlined in our Proposal for a total price of:

\$ _____ (\$ _____) **excluding HST**
(in words)

which price includes 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.

Purchase is subject to budgetary approval of expenditures.

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) We will provide the required evidence of insurance, as specified in the ONTC draft Agreement, with our execution of the Final Agreement;
- (e) For the General Liability Insurance, Ontario Northland Transportation Commission is to be included as an additional insured;
- (f) Coverages and limits of insurances will be provided and maintained by all Subcontractors in accordance with subsection (d) above, if applicable;

- (g) 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;
- (h) This Proposal is irrevocable for a period of ninety (90) days from the Submission Deadline;
- (i) 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;
- (j) 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
- (k) 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.

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 1-A
PROPOSAL SUBMISSION FORM**

Price Breakdown

Please provide cost per building as shown in table below

Building Name	Gross Area (sq.ft)	Price Breakdown
Englehart Resthouse	4,100	
Island Falls Bunkhouse	1,824	
Island Falls Garage	324	
Island Falls Toolhouse	324	
Lunch Shelter Mileage 9.6 RSD	144	
Menapia Garage	344	
Moose River Garage	288	
Moose River Generator Shed	288	
Moose River Shed 1	64	
Moose River Shed 2	64	
Moose River Shed 3	64	
Moose River Tool House	448	
Moosonee Diesel Shop	7,200	
Moosonee Freight Shed	3,840	
Moosonee Section House	1,160	
Moosonee Staff House 3	968	
Moosonee Staff House 4	968	
Moosonee Staff House 5	968	
Moosonee Staff House 6	968	
Moosonee Staff House 7	1,370	
Moosonee Staff House 8	648	
Moosonee Station	2,856	
Steele Lunch Shelter	200	

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

The Respondent must complete this document and submit it as part of his 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	
Fax 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 a 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.

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

Name	
Title	
Telephone #	Fax #
E-mail address	

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

Bill S-211:

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

1. Is your company required to report under the Government of Canada's Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act? Yes No

2. Is your company compliant with the Government of Canada's Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act? Yes No

3. Has your company been involved in forced and/or child labour in the past? Yes No
If yes, please provide details including date and action taken to mitigate.

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?

Subcontractors

Respondents 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**

Respondents acknowledge that they can comply with Part 3 - Request for Proposals Specifications.

(Check one) YES _____; NO _____

Respondents 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, Respondents shall provide complete details of how they will deviate.

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

Respondents must supply here the reference information of three (3) 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**

Respondents 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 Respondents' 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.

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

DATE FORMALIZED April 2016 REVISED February 2023	Health and Safety Policy
---	---------------------------------

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: _____

Mailing Address: _____

Fax: _____

E-mail: _____

ONTC Use

2. Form of Business:

Sole

 Proprietor

 Partnership:

 Corporation

3. Officers:

Years with the Company

President / CEO _____

Vice President _____

Treasurer _____

Who is the manager most responsible for health and safety?

Name: _____

Title: _____

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

5. Under Current Management Since (Date) _____

6. Parent Company Information

Parent Name: _____

City: _____

Province / State: _____

Postal / Zip Code: _____

Subsidiaries: _____

7. Insurance Contact Information

Title: _____

Telephone: _____

Fax: _____

Insurance _____

8. Carriers:

Type of Coverage: _____

Telephone _____

9. Organization:

Describe the nature of the work your company specialized in:

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 & 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 | |

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 <u>Occupational Health & Safety Act</u> , associated regulations and / or company safety rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15. Do your employees read, write and understand English to the degree that they can safely perform their tasks without the aid of an interpreter? (<i>If no, provide a description of your plan to assure that they can safety perform their tasks</i>)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
16. Do you have personnel certified in Emergency First Aid and CPR on site? If yes, provide copies of certificates of training for site personnel proposed for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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

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

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

Name: (Please print) _____
Signature: _____

Title: _____
Date: _____

**PART 4 - FORM OF PROPOSAL
PROPOSAL FORM 7
SCHEDULE AND PROPOSED APPROACH**

SCHEDULE

Respondents shall include a schedule with their Proposal. The schedule shall be in Gantt chart format, showing all activities of the Work and the critical path. The schedule shall reflect the milestone dates listed below.

Request for Proposal Close	Friday, April 11, 2025
Contract Start	Thursday, May 1, 2025
Completion of the Work	Friday, June 27, 2025

Do you agree to complete the Work by Friday, June 27, 2025?

Respondent confirms that they will complete the Work by Friday, June 27, 2025.

(Check one) YES _____; NO _____

PROPOSED APPROACH

Respondents shall provide a written narrative plan on their proposed approach for the project, demonstrating their ability to complete the project on budget and on schedule within the timelines identified. Evidence of a thorough review of the RFP Documents should be apparent in the Respondent's Schedule and Proposed Approach.

**PART 4 - FORM OF PROPOSAL
PROPOSAL FORM 8
LIST OF PERSONNEL**

List the names of the Principal Personnel who will be assigned to the Work and **include their resumes.** This information shall be for the use of ONTC in assessing the Proposal. In the event of a Subcontractor(s) being listed as Principal Personnel, the Respondents shall also include their resume(s).

Name	Position	Experience
------	----------	------------

**PART 4 - FORM OF PROPOSAL
PROPOSAL FORM 9
CONTRACTOR'S QUALIFICATION STATEMENT**

1. Respondents shall include a company profile.

In the event that Respondents are using a subcontractor(s) for a portion(s) of the scope of work associated with this RFP, they shall also include with this Proposal Form 9, a company profile for each subcontractor.

2. Respondents shall supply a minimum of three (3) project descriptions for projects of a similar nature and scope. The project descriptions shall include:
 - a) Company/Client
 - b) Name of contact and contact details
 - c) Project Name
 - d) The scheduled project start and end date
 - e) The actual start and end date
 - f) The project value of the Respondent's scope of work for the project at the beginning of the project
 - g) The project value of the Respondent's scope of work for the project at the end of the project
 - h) Detailed description of the Respondent's scope of work for the project. The description should detail if subcontractors were used to complete part of the scope.
 - i) Outcomes of the project (i.e., completed on schedule and on budget etc.)

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.

ONTC will consider all information submitted in the Respondent's Proposal when evaluating the Respondent's experience.

**PART 4 - FORM OF PROPOSAL
PROPOSAL FORM 10
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

THIS PROFESSIONAL SERVICES AGREEMENT is made **XX** day of **XX** 202**X** (the “**Effective Date**”)

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(“**ONTC**”)

AND

XXX

(the “**Service Provider**”)

THE PARTIES AGREE AS FOLLOWS:

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

“**Agreement**” means this Agreement and all attached Schedules;

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

“**Confidential Information**” includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential that was prepared by or received from a Party, its subsidiaries, representatives or agents and all other information related to the Agreement or acquired in connection with the Agreement, and includes Personal Information. “Confidential Information” does not include any portions of the Confidential Information that (a) at the time of disclosure was in the public domain; (b) after disclosure hereunder, is published or otherwise becomes part of the public domain through no fault of the receiving Party; or (c) is received from an independent third party who had obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality owed to the Party to which the Confidential Information relates but the foregoing exclusions shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Agreement or at law;

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

limited to:

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

“Deliverables” means the information and items in any form as set out in Schedule A and/or B that are to be provided by the Service Provider to ONTC;

“Service Provider Parties” means the Service Provider and its directors, officers, principals, partners, employees, contractors and agents and those for whom it is in law responsible;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, or any successor or replacement thereof;

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

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

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

“Party” means ONTC or the Service Provider, and **“Parties”** means both of them;

“Personal Information” means information that relates to an identifiable individual or that identifies or may identify an individual as defined in section 2 of FIPPA and specifically includes Personal Information about ONTC Parties and ONTC’s customers or third parties who interact with ONTC;

“Personnel” includes all principals, partners, employees, contractors and subcontractors of the Service Provider;

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

“**Project**” means the Designated Substances Survey of various ONTC building and locations; and

“**Services**” has the meaning set out in Section 4.

2. **Time.** Subject to Section 22, time is of the essence of this Agreement, including if any extension of time is permitted.
3. **Contract Documents and Precedence.** Schedule A (Scope of Work) and Schedule B (Service Provider’s Submission) form part of this Agreement. Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the Schedules and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:
 - (a) The body of this Agreement;
 - (b) Schedule A (Scope of Work);
 - (c) Schedule B (Service Provider’s Submission); and,
 - (d) Any other documents incorporated by reference in any of the foregoing.

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

4. **Services.** The Service Provider shall provide ONTC with the professional/consulting services with respect to the Project, as more particularly described in Schedule A and/or Schedule B (the “**Services**”). The Services shall be provided as required by ONTC. ONTC is not guaranteeing any minimum level of use of the Services.
5. **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until June 30, 2025 unless earlier terminated pursuant to the provisions of this Agreement (the “**Term**”).
6. **Price and Invoicing.** ONTC will pay the Service Provider for the Services under this Agreement, excluding Harmonized Sales Tax, \$XX CAN (the “**Price**”). The Price includes all expenses necessary to provide the Services. The Service Provider shall not, unless

specifically agreed to in writing by ONTC in advance, charge any expenses to ONTC. Travel expenses are subject to the provisions of the Management Board of Cabinet Travel, Hospitality and Meal Directive effective January 2020. Invoices shall be submitted to the ONTC representative as advised by ONTC and to pay.inv@ontarionorthland.ca. ONTC will review the invoices and, if approved, process the same for payment within thirty (30) days after receipt (subject to ONTC's right to set off, or to withhold payment in the event of a dispute about the invoice).

7. **Standard of Care.** The Service Provider shall carry out the Services in conformity with the standard of care, skill and diligence normally provided by a well-qualified and experienced professional person in the performance of similar services for a similar project at the time and place the Services are being provided. The Service Provider shall give ONTC the full benefit of its skills, qualification, experience, knowledge and professional expertise. Any Services provided by subcontractors shall meet or exceed the above standard of care and the Service Provider shall be fully responsible therefor.
8. **Vendor Performance.** ONTC has a Vendor Performance Policy pursuant to which ONTC may complete an evaluation of the Service Provider's performance of its obligations under this Agreement. Any such performance evaluation of the Service Provider for the supply of these Services will be used in the assessment of the Service Provider's proposals in response to future procurements. Any such performance evaluation may also result in the Service Provider being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.
9. **Personnel.** The preliminary list of Personnel providing the Services is set out in Schedule B. The Service Provider shall be responsible for every act or omission of such Personnel and shall not change the Personnel without ONTC's prior written approval. All Personnel providing the Services shall be professionals retained or employed by the Service Provider, and have all licences, approvals, permits, registrations, professional designations and memberships necessary to perform the Services.
10. **ONTC Requirements.** The Services shall comply with Applicable Laws and be based upon the written requirements and information for the Project which are provided by ONTC to the Service Provider. The Deliverables the Service Provider prepares for the Project will be accurate, correct and in the format required, and suited for use by, ONTC and any Service Provider retained by ONTC for the Project. While on ONTC property, the Service Provider shall comply with all applicable ONTC policies, including its Fit for Duty Policy.
11. **Reports.** The Service Provider shall upon request of ONTC, provide reports to ONTC, in a form and substance satisfactory to ONTC, about the Services and the Project, as ONTC may require.

12. **Schedule.** The Service Provider shall provide the Services within the time specified in the Agreement and shall be responsible for all costs of meeting such timing, unless otherwise agreed by ONTC. If the Service Provider fails to meet such timelines, ONTC may, without limiting any other remedy ONTC may have at law or under this agreement, retain other persons to complete the Services at the cost of the Service Provider and the Service Provider shall be responsible for all Losses suffered by ONTC due to the delay.
13. **Inspection and Inadequate Services.** ONTC may, at all reasonable times, inspect or otherwise review the Services that have been performed or are being performed. The Service Provider shall immediately correct at its own cost, upon written request of ONTC, any Services that do not meet the Deliverables specifications. If defects are discovered following completion of the Services, the Service Provider shall remedy such defects at its own expense.
14. **Changes.** Changes of any kind to the Services shall only be made by the Service Provider upon receipt of a written change order signed by an authorized member of each Party (each, a “**Change Order**”), setting out any agreed adjustment to the Price and the time for performance of the Services. A Change Order shall represent the full payment for all costs and any adjustments to the schedule associated with the change or changes for which it was issued.
15. **Intellectual Property.** All Deliverables shall, unless approved by ONTC in writing to the contrary, be the sole property of ONTC and ONTC shall own all intellectual property rights in them. If the Service Provider owns any intellectual property rights in any Deliverables, it hereby transfers and assigns such intellectual property rights to ONTC. The Service Provider shall sign all documents and take all actions that may be necessary to ensure that ONTC owns the Deliverables and the intellectual property rights in the Deliverables.
16. **Use of Confidential Information.** Neither Party will disclose any Confidential Information of the other Party to any third party without the other Party’s written consent or if the Party is legally required to do so. Each Party shall protect the Confidential Information disclosed to it by the other Party in the same manner and to the same extent that it protects its own Confidential Information. Upon the termination of this Agreement, or earlier upon the request of a Party, the other Party shall promptly destroy or return (as directed by the requesting Party) all copies of the Confidential Information disclosed to it, except that the Parties shall be entitled to retain one (1) copy of the Confidential Information for legal purposes. The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party, including without limitation an unauthorized release of Personal Information, would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against any breach or threatened breach of any such provision. The Service Provider specifically acknowledges that ONTC is subject to FIPPA and that ONTC may be compelled to disclose certain Confidential Information.

17. **Records and Audit.** The Service Provider shall maintain up-to-date and accurate records, which clearly identify the Service Provider's time and expenses in respect of Services to be paid in accordance with this Agreement. If requested by ONTC, the Service Provider shall make available to ONTC full accounts, records, receipts, vouchers and documents for the purpose of substantiating its charges related to the Services.
18. **General Indemnity.** The Service Provider shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Service Provider or as a result of any breach of the terms of this Agreement by the Service Provider or by any negligent act, error, or omission of the Service Provider or the Service Provider Parties, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or ONTC Parties.
19. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
 - (a) neither Party shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether a Party has been advised of the possibility of such damages; and,
 - (b) any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.
20. **Insurance Coverage.** The Service Provider shall maintain the following insurance at its cost and provide evidence, satisfactory to ONTC, of:
 - (a) Commercial General Liability Insurance with a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence, with no limitations on or exclusions from coverage arising from working on or around railway property, including environmental and pollution liability, bodily injury, personal injury, death and damage to property;
 - (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; and
 - (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).

21. **Conflict of Interest.** The Service Provider shall avoid any Conflict of Interest in the performance of the Services and execution of this Agreement and immediately disclose to ONTC any actual or potential Conflict of Interest that arises. ONTC may terminate the Agreement immediately upon notice to the Supplier if the Supplier fails to disclose any actual or potential Conflict of Interest, if the Supplier fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.
22. **Force Majeure.** Whenever and to the extent either party is unable to fulfil, or is delayed or restricted in fulfilling, any of its obligations under this Agreement by reason of a Force Majeure event, the time for fulfilling such obligation is extended for such reasonable time as may be required to fulfil such obligation, provided that any such inability, delay or restriction does not relate to any extent to any act or omission by that party. No extension of time will be given unless the party seeking the extension submits to the other party within five (5) business days after the date on which the party ought reasonably to have been aware of the Force Majeure event a notice requesting the extension of time, the cause of the Force Majeure event, the expected duration of the extension and mitigation efforts being undertaken by the party.
23. **Early Termination.** This Agreement may be terminated early as follows:
 - (a) by the mutual written agreement of the Parties;
 - (b) by ONTC, for any reason, upon not less than ten (10) days' prior written notice;
 - (c) by ONTC immediately (i) if the Service Provider is in default or breach in respect of any condition or provision of this Agreement; (ii) upon the winding up or dissolution of the Service Provider; and (iii) subject to the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, upon the Service Provider making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this Agreement; and,
 - (d) by the Service Provider upon written notice to ONTC, where ONTC has failed to observe or perform any of its obligations under this Agreement, and such failure has not been remedied to the reasonable satisfaction of the Service Provider within thirty (30) days of providing written notice to ONTC detailing the nature of such failure and requiring that such failure be remedied.
24. **ONTC Remedies.** Without limiting the right of ONTC to pursue any remedy available to it in law, if this Agreement is terminated early for any reason other than those described in section 23(a) or (d), then ONTC is excused from further performance under this Agreement, any money payable by the Service Provider to ONTC shall be immediately due and payable, and ONTC shall not be responsible for paying any amount over and above the chargeable amounts

incurred up to the effective date of such termination, or a later date if work, already commenced by the Service Provider, cannot reasonably be discontinued until such later date.

25. **Assignment.** The Service Provider may not assign its rights or obligations under this Agreement without first obtaining the written consent of ONTC. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
26. **Notice.** Any notice under this Agreement shall be given in writing and delivered personally or by email or prepaid courier addressed as follows:

To ONTC at:

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

And To:

Legal Services & Corporate Governance:
Legal@ontarionorthland.ca

To the Service Provider at:

XX
Attention: XXX
T: XX
E: XX

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

27. **No Waiver.** No waiver by a Party of any breach by the other Party of any of its covenants, agreements or obligations in this Agreement or failure to seek a remedy for any breach, shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, or a waiver by the Party of its rights and remedies with respect to such breach or any subsequent breach.

28. **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.
29. **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.
30. **Severability.** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and binding on the Parties as though such section or part or parts thereof had never been included in this Agreement.
31. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied between them with respect to the subject of this Agreement. No amendment to this Agreement shall be binding unless it is in writing and signed by the Parties.
32. **Survival.** The provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied, including without limitation the confidentiality and liability and indemnity provisions of this Agreement.
33. **Counterparts Electronic Signatures and Electronic Delivery.** This Agreement may be executed by electronic signatures and delivered by electronic transmission of a .pdf of the executed Agreement, and in any number of counterparts. All such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

XXXX

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

Schedule A

Scope of Work

ONTC requires the Consultant to complete a Designated Substance Survey (DSS) of various buildings as identified within this Scope of Work.

Condition of the Place of Work



The locations of the work are identified in the Project Locations section of this Scope of Work. The exact GPS locations have been identified for each building. The “Reference Photos” section of provides a photo of each building.

Some of the locations will require the Consultant to coordinate with ONTC for Hi-Rail transportation to each location. This can be done through the Project Manager.



Background Information

The buildings were constructed prior to 1990. Many of these buildings are now vacant and in need of extensive repairs. For that reason, ONTC has decided to relocate the stored content(s) of those buildings and repair or demolish them. Therefore, a DSS will be required before that work can be completed. Some of the buildings are in good condition and are currently in use. A DSS is required for maintenance and repairs on the buildings.




Project Locations

Building Name	Address	Gross Area (sq.ft)	Accessible by	Photo
Englehart Resthouse	83 Second Street	4,100	Drive	
Island Falls Bunkhouse	Lat: 49.544405°, Long: - 81.355770°	1,824	Rail	

<p>Island Falls Garage</p>	<p>Lat: 49.567788°, Long: - 81.421476°</p>	<p>324</p>	<p>Drive</p>	
<p>Island Falls Toolhouse</p>	<p>Lat: 49.544736°, Long: - 81.355913°</p>	<p>324</p>	<p>Rail</p>	
<p>Lunch Shelter Mileage 9.6 RSD</p>		<p>144</p>	<p>Rail</p>	
<p>Menapia Garage</p>		<p>344</p>	<p>Rail</p>	
<p>Moose River Garage</p>	<p>Lat: 50.813385°, Long: - 81.292051°</p>	<p>288</p>	<p>Rail</p>	
<p>Moose River Generator Shed</p>	<p>Lat: 50.813158°, Long: - 81.291891°</p>	<p>288</p>	<p>Rail</p>	

<p>Moose River Shed 1</p>	<p>Lat: 50.813868°, Long: - 81.292401°</p>	<p>64</p>	<p>Rail</p>	
<p>Moose River Shed 2</p>	<p>Lat: 50.813868°, Long: - 81.292401°</p>	<p>64</p>	<p>Rail</p>	
<p>Moose River Shed 3</p>	<p>Lat: 50.813868°, Long: - 81.292401°</p>	<p>64</p>	<p>Rail</p>	
<p>Moose River Tool House</p>	<p>Lat: 50.813948°, Long: - 81.292463°</p>	<p>448</p>	<p>Rail</p>	
<p>Moosonee Diesel Shop</p>	<p>50 Railway Lane</p>	<p>7,200</p>	<p>Rail</p>	
<p>Moosonee Freight Shed</p>	<p>2 Railway Lane</p>	<p>3,840</p>	<p>Rail</p>	

<p>Moosonee Section House</p>	<p>17 Railway Lane</p>	<p>1,160</p>	<p>Rail</p>	
<p>Moosonee Staff House 3</p>	<p>19 Bay Road</p>	<p>968</p>	<p>Rail</p>	
<p>Moosonee Staff House 4</p>	<p>14 Atim Road</p>	<p>968</p>	<p>Rail</p>	
<p>Moosonee Staff House 5</p>	<p>12 Atim Road</p>	<p>968</p>	<p>Rail</p>	
<p>Moosonee Staff House 6</p>	<p>10 Atim Road</p>	<p>968</p>	<p>Rail</p>	

<p>Moosonee Staff House 7</p>	<p>8 Atim Road</p>	<p>1,370</p>	<p>Rail</p>	
<p>Moosonee Staff House 8</p>	<p>18 Railway Lane</p>	<p>648</p>	<p>Rail</p>	
<p>Moosonee Station</p>	<p>4 Railway Lane</p>	<p>2,856</p>	<p>Rail</p>	
<p>Steele Lunch Shelter</p>		<p>200</p>		

Schedule B

Service Provider’s Submission