



**Request for Proposals
for
Machining and Finishing of Aluminum Extrusions**

Request for Proposals No.: RFP 2026 054

Issued: Friday, July 3, 2026

Submission Deadline: Thursday, August 6, 2026 at 2:00:00 PM EDT

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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by Ontario Northland Transportation Commission (“ONTC”) to prospective proponents to submit proposals for **Machining and Finishing of Aluminum Extrusions**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

ONTC is an agency of the Province of Ontario that provides reliable and efficient transportation services to northern and rural communities. For over 120 years, the company has provided integrated and impactful transportation services including rail freight, passenger rail, motor coach transportation, rail repair, and remanufacturing services.

ONTC’s rail services are vital in maintaining a reliable supply chain in Northern Ontario by connecting freight customers to global economies. The forestry industry, mining operations, farming communities, and manufacturers count on ONTC’s services to deliver large volumes across vast distances. The company’s 675 miles of mainline track span throughout northeastern Ontario and northwestern Quebec.

ONTC motor coaches connect rural Ontario to major centres providing access to education, medical appointments, shopping, and seamless connections to other transportation providers. The Polar Bear Express passenger train connects Moosonee and Cochrane, Ontario, providing an all-season land link for Indigenous communities on the James Bay Coast.

Improving and repairing transportation equipment is also a large part of ONTC’s service offering. We remanufacture and repair locomotives, passenger rail cars, freight cars, and more. ONTC’s unique mechanical skillset attracts new business and secures skilled trades jobs in Northern Ontario.

ONTC makes provincial dollars reach further by creating innovative solutions that help drive economic growth sustainably, responsibly, and with future generations top of mind. Throughout the agency, modernization is underway with many exciting projects that will improve how we operate. ONTC employs over 1,000 people including Locomotive Engineers, Motor Coach Operators, skilled tradespeople, and business professionals. Employees work together to improve and deliver services that provide value to the regions served.

The successful proponent shall provide fully machined aluminum extrusion components in accordance with ONTC specifications, including all required secondary finishing processes (e.g., polishing, anodizing, and priming) and protective packaging suitable for transportation and storage. Deliverables shall be supplied in defined “carset” quantities and aligned with the project delivery schedule.

Proponents may obtain access to the confidential drawings listed in **Appendix G** only after executing a Non-Disclosure Agreement (NDA) acceptable to ONTC. To request access, proponents must contact the **RFP Contact** (Section 1.2) to initiate the NDA process.

1.1.2 Proponent Must Be Single Entity

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

1.1.3 Bidding System Registration

All proponents must have a vendor account with the electronic bidding system at: <https://www.merx.com/>. This will enable the proponent to download the solicitation document, to receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

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

Nicole Laplante
Procurement Contracts Specialist
Telephone: 705-472-4500 ext. 588
Email: nicole.laplante@ontarionorthland.ca

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

1.3 Accommodations for Proponents with Disabilities

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

1.4 French Language Services

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

1.5 Contract for Deliverables

1.5.1 Type of Contract

The selected proponent will be required to enter into an agreement with ONTC for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”).

1.5.2 Term of Contract

The term of the agreement will be for a period of four (4) years.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Friday, July 3, 2026
Deadline for Questions	Wednesday, July 29, 2026 at 4:00:00 PM EDT
Deadline for Issuing Addenda	Tuesday, August 4, 2026 at 4:00:00 PM EDT
Submission Deadline	Thursday, August 6, 2026 at 2:00:00 PM EDT
Rectification Period	Three (3) Business Days
Anticipated Ranking of Proponents	Thursday, August 13, 2026
Contract Negotiation Period	Fifteen (15) Days
Anticipated Execution of Agreement	Thursday, September 10, 2026

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

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

Not Applicable.

1.7 Submission Instructions

1.7.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

<https://www.merx.com/>

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the bidding system's technical support.

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

The Technical Proposal shall be uploaded into the bidding system, in PDF format, and not have a security password. It is the Proponent's sole responsibility to ensure all uploaded documents are not defective, corrupted, or blank and can be opened by ONTC. If the Technical Proposal cannot be downloaded by ONTC, the Proposal shall be rejected.

The Pricing Proposal shall be uploaded into the bidding system. No pricing information shall be uploaded as part of the Technical Proposal as this is a **two-envelope process**.

1.7.2 Proposals to Be Submitted on Time

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

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

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

1.7.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.7.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.7.5 Withdrawal of Proposals

Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system.

1.7.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for the Irrevocability Period, as specified in the RFP Timetable, running from the moment that the Submission Deadline passes

[End of Part 1]

PART 2 - EVALUATION AND AWARD

2.1 Stages of Evaluation and Negotiation

ONTC will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, ONTC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that ONTC issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.3 Stage II - Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

ONTC will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, ONTC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Non-Price Rated Criteria

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

2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the proposal. ONTC may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided

or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with ONTC. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of ONTC or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between ONTC and the selected proponent. Negotiations may include requests by ONTC for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by ONTC for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

ONTC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date ONTC invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, ONTC may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until ONTC elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

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

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by ONTC

ONTC will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

ONTC makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. ONTC may contract with others for goods

and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Trade Agreements

Proponents should note that procurements falling within the scope of the Ontario-Quebec Trade and Co-operation Agreement, Canadian Free Trade Agreement, and Comprehensive Economic and Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. ONTC is under no obligation to provide additional information, and ONTC is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. ONTC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If ONTC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum posted in the bidding system. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by ONTC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

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

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by ONTC.

3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

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

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

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

3.4.2 Disqualification for Conflict of Interest

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

An existing supplier of ONTC may be precluded from participating in the RFP process in instances where ONTC has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct or Breach

ONTC may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if ONTC determines in its sole and absolute discretion that the proponent has engaged in any conduct prohibited by this RFP or has otherwise breached the terms of the of the RFP.

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact. Further, proponents must not make any media release, social media or Internet post, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFP process, the solicitation documents or the Deliverables or any matters related thereto, without the prior written consent of ONTC.

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of ONTC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

ONTC may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with ONTC's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by ONTC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, ONTC will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by ONTC in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of ONTC

All information provided by or obtained from ONTC in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of ONTC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from ONTC; and
- (d) must be returned by the proponent to ONTC immediately upon the request of ONTC.

Each proponent shall be responsible for any breach of the provisions of this section by any person to whom it discloses ONTC confidential information.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ONTC. The confidentiality of such information will be maintained by ONTC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by ONTC to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFP will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor ONTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and ONTC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of ONTC to enter into an agreement for the Deliverables.

3.6.4 Cancellation

ONTC may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the courts of the Province of Ontario shall have exclusive jurisdiction to entertain any action or proceeding based on, relating to or arising from this RFP.

3.8 Power of Legislative Assembly

No provision of this RFP is intended to operate, nor shall any such provision have the effect of operating, in any way, that would interfere with or otherwise fetter the discretion of the Legislative Assembly of Ontario in the exercise of its legislative powers.

[End of Part 3]

APPENDIX A - FORM OF AGREEMENT

The Agreement for Deliverables will be the ONTC - Draft Form of Agreement as attached to this Appendix A.

Agreement for Purchase of Goods and Related Services

This Purchase Agreement, dated as of [DATE] (this "**Agreement**", to be referenced by [CONTRACT REFERENCE NUMBER] ("**Contract Reference Number**")), is entered into between Ontario Northland Transportation Commission ("**ONTC**") and [Seller] ("**Seller**"), and together with ONTC, the "**Parties**", and each, a "**Party**".

Whereas:

- A. ONTC is an Ontario Crown Agency that remanufactures, rebuilds and maintains rail equipment including for Metrolinx ("**Metrolinx**");
- B. ONTC has entered into an agreement with Metrolinx for the provision of refurbishment services for its GO Transit bi-level cabs (the "**Prime Contract**");
- C. Seller is in the business of machining components required in the rail remanufacturing process, and has the personnel, facilities, equipment, manufacturing capacity, financial capacity, skills and know-how necessary to provide the Goods and related services in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. This Agreement will commence on the Effective Date and will remain in full force and effect for [XXX] years unless earlier terminated pursuant to the provisions of this Agreement (the "**Term**"). ONTC shall have the option to extend the Agreement for [XXX] further terms of [XXX] year(s) each on 30 days' notice prior to the end of the original term or a renewal term, as the case may be.
2. Goods and Related Services.
 - (a) Goods. Seller shall provide to ONTC the machined goods and related services set forth in Exhibits A and B (the "**Goods**") at the prices and upon the terms and conditions set forth in this Agreement.
 - (b) Quantity. ONTC shall deliver the extrusions and Seller shall deliver back the Goods in the quantities specified in Exhibit A.
 - (c) Changes. ONTC may, on written Notice to Seller, request changes to Exhibit A to increase or decrease the quantity of Goods. On or before the fifth (5th) calendar day after receiving the request, Seller shall submit to ONTC its good faith description of the impact of such changes, including the Price and Delivery Date (as defined herein). ONTC may then submit an amended purchase order reflecting all ONTC-accepted changes
3. Schedule. Seller's schedule of production of the Goods shall be as set out in Schedule A and shall align with ONTC installation requirements and ONTC shall have the right to pause or adjust production in its discretion.
4. Delivery and Shipping Terms. ONTC shall be responsible for delivery of the extrusions to, and for the pick-up of Goods from, [**the Seller's location**], during normal business hours or as otherwise arranged by the parties. Seller shall promptly provide ONTC all shipping documents, including the commercial invoice, packing list and bill of lading and any other documents necessary to release the Goods to ONTC. The Contract Reference Number must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to this Agreement.

7. Required Documents. Upon delivery of the Goods to ONTC, Seller shall also provide ONTC with the deliverables set out in Exhibit A, including without limitation:

- Inspection and quality documentation reports for dimensional inspection and finish process application inspection
- Record of anodize for applicable Goods
- Packing slips and shipment manifests
- Invoices

8. Title and Risk of Loss. At no time does title to the extrusions or Goods pass to Seller, and Seller shall bear all risk of loss or damage to the extrusions and Goods until pick-up of the Goods by ONTC.

9. Packaging. Seller shall properly pack, mark, and ship Goods as instructed by ONTC and in compliance with the requirements set out in Exhibit A and otherwise in accordance with applicable law and industry standards, which shall include but not be limited to the following:

(a) Seller shall ensure each shipment is unique and identifiable, with Seller's chosen marking, such that each set of shipment paperwork shall be distinguishable from each other set of shipment paperwork. Seller's unique shipment identifier may be a packing slip number, delivery note number, service order number, pick order number, or contract sequence delivery number, provided it is unique to the shipment and communicated to ONTC. This chosen unique shipment identifying method will be made known to the ONTC and shall be used and referenced on invoices from the Seller for each shipment, and in any correspondence relating to the shipment.

(b) Seller shall provide ONTC with packing slips showing the Contract Reference Number, the unique shipment identifier as set out in subsection (a), the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin.

10. Inspection and Rejection of Non-Conforming Goods. ONTC has the right to inspect the Goods on and after the Delivery Date. ONTC, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are non-conforming or defective. If ONTC rejects any portion of the Goods, ONTC has the right, effective upon written notice to Seller, to:

(a) reject non-conforming Goods (including entire lots of Goods) for a refund plus any inspection, test, shipping, handling, and transportation charges paid by ONTC; or

(b) require prompt correction or replacement of such Goods on ONTC's written instruction;

If ONTC requires replacement of the Goods, Seller shall, at its expense, promptly replace the non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by ONTC under this Section [Inspection and Rejection of Non-Conforming Goods] shall not reduce or otherwise affect Seller's obligations under this Agreement, and ONTC shall have the right to conduct further inspections after Seller has carried out its remedial actions.

11. Status Updates. Seller shall provide ONTC with status updates which shall include but not be limited to the status of the number of Goods manufactured and such other information as ONTC shall request.

12. Price.

(a) ONTC shall pay Seller the prices set forth in Exhibit B, as may be modified from time to time by agreement of the Parties (the "Price(s)"). The Price includes all packaging, insurance, customs duties, fees and applicable taxes including, but not limited to, all tariffs but excludes all harmonized sales tax, goods and services tax, or provincial sales tax. No increase in the Price is effective, whether due to increased material, labour, or transportation costs or otherwise, without the prior written consent of ONTC.

(b) The Prices set out on Exhibit A are valid until [date]. For any orders delivered after [date], Pricing will be [see proposal].

(c) Payment Terms. Seller shall issue an invoice to ONTC within ten (10) days after the completion of delivery of the Goods. ONTC shall pay all properly invoiced amounts due to Seller within thirty (30) days after ONTC's receipt of such invoice, except for any amounts disputed by ONTC in good faith. All payments hereunder must be in Canadian dollars and made by a mutually agreed upon method. In the event of a payment dispute, ONTC shall deliver a written statement to Seller no later than five (5) days before the date payment is due on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

13. Set-Off. Without prejudice to any other right or remedy it may have, ONTC reserves the right to set-off at any time any amount owing to it by Seller against any amount payable by ONTC to Seller under this Agreement.

14. Rebates. The Seller shall provide ONTC with the rebates set out in Exhibit B as a result of the scrap material management services it provides under the Agreement.

15. Warranties.

(a) Seller warrants to ONTC that for a period of twenty-four (24) months after the date the Goods are (1) delivered to Metrolinx and (2) a Final Acceptance Certificate (FAC) is issued all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by ONTC or Metrolinx; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by ONTC. These warranties are cumulative and in addition to any other condition or warranty provided by law or equity. Any applicable statute of limitations runs from the date of ONTC's or Metrolinx's discovery of the non-compliance of the Goods with the foregoing warranties.

(b) If ONTC gives Seller notice of non-compliance with this Section [Warranties], Seller shall, at its own cost and expense, promptly replace or repair the defective or non-conforming Goods and pay for all related expenses, including, but not limited to, labour charges and transportation charges for the return of the defective or non-conforming Goods to Seller and the delivery of repaired or replacement Goods to ONTC.

16. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. Duty to Advise. Seller shall promptly provide Notice to ONTC of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences:

- (a) any failure by Seller to perform any of its obligations under this Agreement;
- (b) any delay in delivery of Goods;
- (c) any defects or quality problems relating to the Goods and Services;
- (d) any change in control of Seller;
- (e) any deficiency or modification in the technical specifications provided to ONTC, including but not limited to samples, prototypes, or test results relating to this Agreement; or
- (f) any failure by Seller, or its subcontractors or common carriers, to comply with Law.

18. General Indemnification. Seller shall indemnify, defend, and hold harmless ONTC and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party (collectively, "**Losses**"), relating to and/or arising out of or resulting from any claim of a third party or ONTC arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct, or breach of this Agreement. Seller shall not enter into any settlement without ONTC's or Indemnified Party's prior written consent.

19. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless ONTC and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Metrolinx's, ONTC's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Metrolinx's, ONTC's or Indemnified Party's prior written consent.

20. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to,

(a) commercial general liability (including product liability) with limits no less than one million dollars (\$1,000,000) for each occurrence and ten million dollars (\$10,000,000) in the aggregate with financially sound and reputable insurers, with no limitations on or exclusions from coverage arising from working on or around railway property, and containing a "Bailee's Customer Insurance" endorsement with a limit not less than the value of the extrusions and Goods in the Seller's care, custody or control; and

(b) if the Seller will use or provide for use motor vehicles in providing the Goods, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$2,000,000 for each occurrence and in the aggregate.

21. Upon ONTC's request, Seller shall provide ONTC with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name ONTC as an additional insured. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against ONTC's insurers and ONTC or the Indemnified Parties.

22. Termination.

(a) ONTC may in its sole and absolute discretion, for its convenience, terminate this Agreement in whole or in part on ten (10) calendar days written notice to the Seller ("**Notice of Termination**"). In this event, the Seller shall only be entitled to payment of:

- (i) amounts payable for any Goods delivered in accordance with the Agreement prior to receiving the Notice of Termination; and
- (ii) all reasonable costs incurred by the Seller which are directly attributable to the termination for convenience by ONTC of the Agreement or part thereof and evidenced by supporting documentation , including the cost of the taking of an inventory of materials, components, work in process and finished work on hand related to the Agreement at the date of receiving the Notice of Termination. The Seller is required to use all reasonable efforts to mitigate such costs.

(b) In addition to any remedies that may be provided under this Agreement, ONTC may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of any of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part, or if Seller repudiates, or threatens to repudiate, any of its obligations under this Agreement.

(c) If Seller becomes insolvent or is generally unable to pay or fails to pay its debts as they become due, ceases to carry on all or substantially all of its business in the ordinary course, files an assignment into bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, arrangement, or assignment for the benefit of creditors, then ONTC may terminate this Agreement upon written notice to Seller.

(d) If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than thirty (30) consecutive calendar days, then ONTC may terminate this Agreement upon written notice to Seller.

If ONTC terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by ONTC before the termination.

23. Confidential Information. All non-public, confidential, or proprietary information of the ONTC or Metrolinx, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by ONTC to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by ONTC in writing. Upon ONTC's request, Seller shall promptly return all documents and other materials received from ONTC. ONTC shall be entitled to injunctive relief for any violation of this Section [Confidential Information]. This Section [Confidential Information] shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

24. Conflict of Interest. For the purposes of this section, "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 Seller 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 Seller to anyone employed by or otherwise connected with ONTC. If a potential or actual Conflict of Interest of the Seller arises during the Seller's performance under the Agreement,

(a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;

(b) ONTC has the right to prescribe the manner in which the Supplier should resolve the Conflict of Interest; and

(c) ONTC may terminate the Agreement immediately upon notice to the Seller if the Seller fails to disclose any actual or potential Conflict of Interest, if the Seller fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

25. Anti-Corruption. The Seller warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Seller.

26. Bribery. The Seller warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licences, or other such approvals in relation to the project. If the Seller becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Seller shall report the incident to ONTC immediately.

27. Forced Labour. The Seller warrants that it is unaware of any forced labour or child labour being used at any step of the production of Goods produced, purchased or distributed by it in Canada or elsewhere or for the production of Goods imported by the Seller. The Seller warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Seller shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9*.

28. Sanctions. In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette,

29. Exclusion of Supplier's Terms; Entire Agreement; Precedence of Documents. If the Supplier's terms and conditions are supplied to the ONTC in respect of the Goods (including in Exhibit A), those terms and conditions will be of no legal effect and will not constitute part of the Agreement unless ONTC expressly agrees in writing to be bound by all or any of the terms and conditions. Subject to the foregoing, Exhibit A forms part of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions, and warranties, both written and oral, regarding such subject matter. Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the exhibits 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) Exhibit A;
- (c) Exhibit B; and,
- (d) any other documents incorporated by reference in any of the foregoing.

30. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 15 [Warranties] 18 [General Indemnification], 19 [Intellectual Property Indemnification], 20 [Insurance] of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

31. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email of a PDF document or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) if sent by email of a PDF document, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment); (c) if sent by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid on the fifth (5th) day after the mailing thereof.

Notice to Seller: [SELLER ADDRESS]
Email: [EMAIL ADDRESS]
[Facsimile: [FAX NUMBER]]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

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

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

32. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

33. Amendments and Modifications. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party or sent by email by the authorized representative.

34. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

35. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

36. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of ONTC. Any purported assignment or delegation in violation of this Section [Assignment] shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. ONTC may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

37. Successors and Assigns. This Agreement is binding on and enures to the benefit of the Parties to this Agreement and their respective successors and assigns.

38. Third-Party Beneficiaries. The Parties hereby designate Metrolinx as a third-party beneficiary, having the rights to enforce Section 14 [Warranties], 17 [General Indemnification], 18 [Intellectual Property Indemnification] and 19 [Insurance] of this Agreement.

39. Governing Law and Choice of Forum. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of Ontario and the federal laws of Canada therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of the Contract or the performance of the obligations hereunder.

40. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

41. Force Majeure.

(a) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the impacted Party's ("**Impacted Party**") control including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; and (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances.

(b) The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive calendar days following written notice given by it under this Section [Force Majeure], either party may thereafter terminate this Agreement upon ten (10) days' written notice.

42. Further Assurances. Upon ONTC's reasonable request, Seller shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

43. Counterparts. This Agreement may be executed by electronic signature in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 31 [Notice], a signed or electronically signed copy of this Agreement delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

44. No Public Announcements. The Seller shall not (orally or in writing) publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other ONTC.

45. Appropriation. Any amount paid under this Agreement is subject to an appropriation of funds by the Government of Ontario for the fiscal year in which any commitment would come due for payment. If payment cannot be made either in full or in part because the level of funding is changed by the Government of Ontario, ONTC will notify the Seller and ONTC will amend or terminate the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ONTARIO NORTHLAND TRANSPORTATION
COMMISSION**

By _____

Name: Chad Evans

Title: President and CEO

[SELLER NAME]

By _____

Name:

Title:

EXHIBIT A – GOODS AND RELATED SERVICES

EXHIBIT B - SELLER'S SUBMISSION

COMPLIANCE WITH CONTRACT DOCUMENTS

Proponents are required to document any proposed changes to the draft agreement attached at Appendix A of this RFP using the table below, and, including same with their formal proposal. ONTC will not consider further suggestions once the proposal has been received.

Exception	Contract, Schedule, Article, or Sub-Clause	Existing Wording	Proponent's Proposed Wording	Reason for Proposed Change
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APPENDIX B - RFP PARTICULARS

A. THE DELIVERABLES

Background

Ontario Northland Transportation Commission (“ONTC”) is seeking machining services and finishing work on various aluminum extrusions in support of refurbishment of 121 Metrolinx bi-level rail cars. The scope of supply includes machining of ONTC supplied extrusion, application of finishing processes, and providing packaging capable of protecting finish surfaces for transport and storage. Work is required for 5 different extrusion profiles to produce 7 different finished products, which will be installed over a 4-year period. ONTC anticipates refurbishment of the cars at a rate of 24 cars per year, beginning in Q4 2026.

Material Quantities and Delivery Schedule

The 121 cars to be refurbished require established quantities of finished goods. The cars being refurbished consist of both Coach cars and Cab cars, which have slight material requirement differences. Each machined extrusion requires secondary processing after machining, as listed below. For purposes of this request for proposal, a carset will consist of:

<u>Carset Quantities</u>	<u>Qty</u>	<u>Finish work</u>
Side Door Threshold RH	2	Polishing
Side Door Threshold LH	2	Polishing
End Door Threshold	2	Polishing/Clear anodize
Lower Side Rail, Short RH	2	Primer
Lower Side Rail, Short LH	2	Primer
Lower Side Rail long	2	Primer
Carpet Retainer	4	Clear anodize

For the purposes of the proposal, material is requested to be grouped for delivery to ONTC in carset quantities above. The total number of products for the complete contract, inclusive of any Cab car or Coach car differences, is listed below:

<u>Project Quantities</u>	<u>Qty</u>	<u>Finish work</u>
Side Door Threshold RH	242	Polishing
Side Door Threshold LH	242	Polishing
End Door Threshold	212	Polishing/Clear anodize

Lower Side Rail, Short RH	242	Primer
Lower Side Rail, Short LH	242	Primer
Lower Side Rail long	242	Primer
Carpet Retainer	484	Clear anodize

ONTC proposes the delivery schedule outlined below, with the initial delivery occurring no later than December 11, 2026. Proponents may propose an alternative delivery schedule; however, any proposed alternative must:

1. Maintain an initial delivery date of no later than **December 11, 2026**; and
2. Deliver, at a minimum, the quantities identified in the **December 2026** column for each item by December 11, 2026.

Any remaining quantities may be distributed across subsequent delivery dates as proposed by the Proponent, subject to ONTC's review and approval. Acceptance of any alternative delivery schedule shall be at ONTC's sole discretion.

ONTC further reserves the right to make reasonable modifications to the delivery schedule, including pausing, rescheduling, or adjusting deliveries in the event of production delays or other operational requirements.

Desc.	Dec 2026	Mar 2027	Sep 2027	Mar 2028	Sep 2028	Mar 2029	Sep 2029	Mar 2030	Sep 2030	Mar 2031	Total
Side Door Threshold RH	30	24	24	24	24	24	24	24	24	20	242
Side Door Threshold LH	30	24	24	24	24	24	24	24	24	20	242
End Door Threshold	24	22	22	22	22	20	20	20	20	20	212
Lower Side Rail, Short RH	30	24	24	24	24	24	24	24	24	20	242
Lower Side Rail, Short LH	30	24	24	24	24	24	24	24	24	20	242
Lower Side Rail long	30	24	24	24	24	24	24	24	24	20	242
Carpet Retainer	60	48	48	48	48	48	48	48	48	40	484

Material requirements

Respondents are intended to bid to perform the machining work, finishing processes, and packaging only, with ONTC providing the extrusions for rework. Proposals should be developed under the premise that respondents would receive new condition extrusion from ONTC at a rate matching or exceeding their intended production schedule. ONTC will maintain in stock a

minimum of 12 months supply of un-milled extrusions required to complete the proposed fabrication of finished goods.

The extrusion profiles and fabrication instructions are proprietary to ONTC & Metrolinx and will be supplied to respondents on completion of NDA with bid administrator. Generally, the machining portion of the work consists of removing material, trimming to length, adding through holes and countersinks.

General properties of the un-milled extrusions and their usage is listed below:

	<u>Extrusion Description</u>	<u>Length</u>	<u>Usage</u>
1	EXTRUSION VESTIBULE THRESHOLD 124" 6061-T6	124"	Side Door Thresholds LH & RH
2	EXTRUSION B END DOOR THRESHOLD BL2 96" 6061-T6	96"	End Door Threshold
3	EXTRUSION LOWER SIDE RAIL 407" 6061-T6	407"	Lower Side Rail - Long
4	EXTRUSION LOWER SIDE RAIL 176" 6061-T6	176"	Lower Side Rails, Short LH & RH
5	EXTRUSION FLOOR LIP 106" 6061-T6	106"	Carpet Retainer

Finishing processes are required on each item, as indicated in the Material Quantities and Delivery Schedule section. Processes include:

Polishing - Applicable to side and end door thresholds: Architectural finish - 50/70RA or 120 grit polish

Clear anodize - Applicable to end door threshold and carpet retainer: ASTM B580 Type B/Class II clear

Priming - Applicable to Lower side rails: Epoxy primer, direct to metal, such as Axalta 2580CR or equivalent approved by ONTC & Metrolinx

The finishing processes above are requested to be included in proposal submissions.

Respondents may submit proposals for machining services only; however, preference will be given to respondents providing full turnkey services, including machining, finishing, packaging, and delivery of finished products ready for installation.

Respondents choosing to bid supplying finished products should include packaging plans to protect finished goods and confirm required protective materials are fully costed into their proposals.

Warranty and reverse logistics

ONTC requires respondents to provide details in their proposal on a 2-year in-service warranty which will be passed on to Metrolinx. In-service refers to the time after which the cars are commissioned for service by Metrolinx via Final Acceptance testing and Certification (FAC). For clarity, the final car of the 121 car production is estimated to complete FAC during Summer 2031, with the warranty period on this final car ending around the same period, in 2033.

Respondents should highlight that the requested warranty term is fully costed into their proposal, and the method by which in-service support will be provided (e.g., component advanced exchange, repair/rework material pooling, other arrangements).

B. MATERIAL DISCLOSURES

1. Contractor Health and Safety

The successful proponent must be familiar and comply with the Occupational Health and Safety Act (OHSA) and ONTC's Policies.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each proposal must include a Submission Form (Appendix C) completed and signed by an authorized representative of the proponent.

2. Pricing

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

Please ensure that all pricing information is uploaded in the **Pricing Proposal Envelope only**.

3. Specifications

Each proposal must include a fully completed Acknowledgement to Comply with Specifications (Appendix E).

4. Other Mandatory Submission Requirements

Not Applicable.

D. MANDATORY TECHNICAL REQUIREMENTS

1. Non-Disclosure Agreement

This procurement contains supplementary information to assist Proponents with preparing their proposals.

Proponents who intend on submitting proposals are required to contact Nicole Laplante at nicole.laplante@ontarionorthland.ca in order to sign a non-disclosure agreement and return to ONTC in order to receive this supplementary information.

Available documentation will be provided via SharePoint.

Note that the information posted on the SharePoint site will be provided for reference only.

2. Specifications

Proponents must review and complete the Acknowledgement to Comply with Specifications (Appendix E).

E. PRE-CONDITIONS OF AWARD

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

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

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Item	Criteria	Weighting	Minimum Threshold
1. TECHNICAL PROPOSAL			
1.0	Category 1: Experience and Qualifications	25	12.5
1.1	Company Profile	5	
1.2	Project Team	5	
1.3	Project Profiles	15	
2.0	Category 2: Schedule and Proposed Approach	20	10
2.1	Schedule	5	
2.2	Proposed Approach, Narrative and Methodology	15	
3.0	Category 3: Delivery & Supply Chain	35	17.5
3.1	Delivery, Flexibility & Continuity	5	
3.2	Supply Chain Management and Production Continuity	10	
3.3	Packaging, Transportation and Shipment Integrity	5	
3.4	Returns, Rework, Warranty and Reverse Logistics	5	
3.5	Specifications	10	
	Total	80	
50% Minimum Threshold to be obtained in Category 1 (12.5/25), Category 2 (10/20) and Category 3 (17.5/35), to Proceed to Stage 2 - Pricing Proposal. Proposals which do not meet these minimum thresholds may not be considered further.			
2. PRICING PROPOSAL			
	Pricing	30	n/a
	Total Points	110	

Technical Proposal Content Requirements

The Proponent shall provide a written proposal in PDF format. The proposal to undertake the project shall include a clear outline, including the general items listed below, but also include other considerations based on the Proponent's understanding of the project. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

All submissions shall utilize the headings in the Technical Proposal Requirements table provided below, and in the order presented, which align with the Evaluation Criteria. All submissions shall also address the information requirements under each heading.

ITEM #	DESCRIPTION
	Title Page
	Table of Contents
1.0	Experience & Qualifications
1.1	<p>Proponents shall provide a Company Profile which includes the number of years your company has provided services similar to the scope of work in this RFP. Please describe your company's history, core areas of expertise, description of facilities, equipment, production capabilities, and corporate operating philosophy. Proponents shall demonstrate a minimum of five (5) years' experience machining and finishing aluminum extrusions in relevant industries (rail, transit, etc.).</p> <p><i>Proponents shall also include company profiles for any and all Subcontractors being used for the completion of the project.</i></p> <p><i>Higher scores will be awarded where the proponent demonstrates extensive experience directly relevant to large-scale rail interior manufacturing and clearly substantiates production capacity.</i></p>
1.2	<p>Proponents shall provide an organizational chart, with full detailed resumes of all personnel that will be involved in this project, describing the roles of each individual, including any relevant certifications and, demonstrating availability and continuity of resources over the project duration.</p>
1.3	<p>Proponents shall provide a minimum of three (3) relevant projects that have been completed in the last five (5) years. Provide examples of projects similar in scale or complexity and demonstrating relevance to machining and finishing in relevant industries (rail, transit, heavy industrial applications, etc.).</p> <p>The project descriptions shall include:</p> <ul style="list-style-type: none"> a) Company/Client name b) Name of Contact and contact details c) Project name and scope d) Value of project at kick-off and project value upon delivery e) Start and end date at project kick-off and achieved project end date upon delivery

	<p>f) Description of work performed and use of subcontractors g) Outcomes (e.g., completed on schedule/budget)</p> <p><i>ONTC may, in its sole discretion, confirm the Respondent's experience in the projects identified by contacting the named contacts above</i></p>
2.0	Schedule and Proposed Approach
2.1	Proponents shall include a detailed production and delivery schedule aligned with the required carset quantities, lead times from receipt of raw extrusions to finished goods delivery, capacity planning to support annual volumes, ramp-up requirements, and ensure the critical path activities and schedule assumptions are clearly identified.
2.2	<p>Proponents shall clearly identify whether their proposal includes machining-only services or full turnkey services, including machining, finishing, packaging, and delivery. The proposed approach shall be consistent with the declared scope.</p> <p>Proponents shall provide a comprehensive description of their proposed approach including the end-to-end process from receipt of ONTC-supplied extrusions through machining, finishing, inspection, and shipment.</p> <p>Submissions shall outline production planning and manufacturing processes, including machining methods, finishing approach (as detailed in the Deliverables), tooling, tolerances, resource allocation, and quality control procedures. Proponents shall also confirm their ability to deliver turnkey finished products ready for installation, where applicable, and describe inventory strategies to support continuous supply. Where only machining services are proposed, proponents shall clearly identify any scope exclusions or deviations.</p> <p>Finishing processes (including polishing, anodizing, and priming) and compliance with specified requirements shall be clearly described.</p> <p>Proponents must identify key project risks and provide mitigation and contingency measures. In addition, proponents should demonstrate flexibility to scale production, accommodate schedule changes, and manage ad-hoc requirements. Submissions shall also outline performance monitoring practices and continuous improvement initiatives to support reliable and efficient delivery over the contract term.</p> <p>Proponents shall demonstrate their ability to support high-volume production and maintain continuity across a multi-year contract.</p>
3.0	Delivery and Supply Chain
3.1	<p>Proponents shall describe how they will fulfill ONTC's delivery requirements in alignment with the Deliverables and project schedule.</p> <p>Submissions shall include:</p> <ul style="list-style-type: none"> • A delivery model aligned with carset quantities and required delivery cadence • Proposed lead times from receipt of ONTC-supplied extrusions to delivery of finished goods

	<ul style="list-style-type: none"> • Flexibility to accommodate schedule changes, delays, volume adjustments, or pauses in production • Production continuity planning and demonstrated ability to support long-term demand across the contract term • Defined service level commitments and associated performance metrics <p>Proponents who are unable to meet the required delivery schedule may be deemed non-compliant and may not be evaluated further.</p> <p>Proponents shall also describe their approach to pausing invoicing and deliveries at ONTC’s request, including required notice periods and their process for resuming production and deliveries without disruption.</p>
3.2	<p>Proponents shall describe their supply chain structure, including the use of subcontractors and finishing service providers, where applicable.</p> <p>Submissions shall include:</p> <ul style="list-style-type: none"> • Identification of key subcontractors and their roles • Quality assurance measures applied across the supply chain to ensure consistent output • Contingency plans to address potential disruptions (including labour, equipment, materials, and subcontractor performance) • Inventory management strategies and material handling processes, including receipt, storage, and tracking of ONTC-supplied extrusions <p>Proponents shall demonstrate their ability to maintain supply continuity and mitigate risks across all stages of production.</p>
3.3	<p>Proponents shall provide a detailed packaging plan for finished goods.</p> <p>Submissions shall include:</p> <ul style="list-style-type: none"> • Packaging methods and materials used to protect machined and finished components • Measures to prevent damage to polished surfaces, anodized finishes, and primed components during handling, transport, and storage • Description of packaging configurations and how they support safe transport and efficient handling <p>Packaging solutions shall ensure protection against damage, deformation, contamination, and coating defects throughout the delivery process.</p>
3.4	<p>Proponents shall describe their processes for managing non-conforming products identified during production, inspection, or upon delivery.</p> <p>Submissions shall include:</p> <ul style="list-style-type: none"> • Procedures for identifying, documenting, and resolving defects or workmanship deficiencies • Defined timelines, responsibilities, and associated costs for repair, replacement, or credit • Transportation and logistics arrangements for returns and rework

	<ul style="list-style-type: none"> • Approach to managing production-stage and post-delivery rejection volumes <p>Proponents shall provide details of their minimum two (2) year in-service warranty, including:</p> <ul style="list-style-type: none"> • Scope, terms, and coverage • Approach to providing responsive and flexible warranty support • Alignment of warranty processes with return and rework procedures <p>Submissions shall also describe reverse logistics processes, including handling of defective components, replacement parts, and in-service warranty items.</p> <p>Proponents shall outline their approach to resolving disputes related to product condition or conformity, including inspection protocols, documentation practices, and escalation processes.</p> <p><i>Preference will be given to proponents whose warranty offerings provide fast and flexible in-service support.</i></p>
3.5	<p>ONTC will assign full points to proponents whose submissions demonstrate full compliance with all specifications as outlined in the Deliverables.</p> <p>Two (2) points will be assigned where proposals meet general requirements but deviate from specified requirements.</p> <p>Proposals that do not meet general requirements may receive a score of zero.</p> <p>Where an alternative approach is proposed, proponents shall clearly demonstrate equivalency or superior performance through supporting technical data, testing results, references, or drawings, where available.</p>

G. PRICE EVALUATION METHOD

Pricing is worth **30 points** of the total score.

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

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

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information by completing the attached pricing form (Appendix D) and including it in their pricing proposal.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

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

APPENDIX C - SUBMISSION FORM

1. Proponent Information

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

2. 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.

A - "Ontario business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either,

- i. has its headquarters or main office in Ontario, or
- ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

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

- Yes, my organization is an "Ontario business" as defined above.
- No, my organization is not an "Ontario business" as defined above.

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

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

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

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

C - “Canadian trade partner country” means a country that is a signatory to one or more of the following trade agreements:

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

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

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

D - “U.S. business” means a supplier, manufacturer or distributor of any business structure (including a sole proprietorship, partnership, corporation or other business structure) that:

- i. has its headquarters or main office located in the U.S., and
- ii. has fewer than 250 full-time employees in Canada at the time of the applicable procurement process.

If a proponent is a subsidiary of another corporation, part 1 of the definition above is met if that proponent is controlled by a corporation that has its headquarters or main office located in the U.S.

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

- Yes, my organization is a “U.S. business” as defined above.
- No, my organization is not a “U.S. business” as defined above.

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

If the proponent responded “Yes”, then does the proponent commit that at least 90 percent of the staff required to deliver the contracted services will be located in Canada and that this level will be maintained for the term of the contract?

- Yes
- No

If the proponent has not demonstrated eligibility with a "Yes" response, ONTC will, in its sole discretion, disqualify the proponent.

4. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

5. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

6. Addenda

The proponent is deemed to have read and accepted all addenda issued by ONTC prior to the Deadline for Issuing Addenda. The onus is on proponents to make any necessary amendments to their proposals based on the addenda.

7. Communication with Competitors

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

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

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and

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

Disclosure of Communications with Competitors

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

8. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

9. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of ONTC within twelve (12) months prior to the Submission Deadline.

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

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

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

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

10. Disclosure of Information

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

11. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for the Irrevocability Period specified in the RFP, running from the moment the Submission Deadline has passed.

12. Execution of Agreement

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

13. Travel

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the proponent hereby acknowledges that travel expenses must be approved in advance by ONTC and must be in compliance with the Management Board of Cabinet Travel, Meal & Hospitality Expenses Directive, January 2020 (<https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive>)."

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D - SCHEDULE OF PRICES

Proponents must fully complete the Schedule of Prices, which is attached separately. Prices shall be provided in Canadian dollars, exclusive of HST.

Prices must include all labour, materials, fabrication, finishing, assembly, inspections, packaging, handling, storage, overhead, and profit required to provide the aluminum extrusions, packaged and prepared for transport in accordance with the Scope of Work. Delivery to ONTC's location in North Bay, ON will be arranged by ONTC and must not be included in the pricing.

APPENDIX E - ACKNOWLEDGEMENT TO COMPLY WITH SPECIFICATIONS

Proponents acknowledge that they can comply with Appendix E - Acknowledgment to Comply with Specifications.

(Check one) YES _____; NO _____

Proponents acknowledge that they can deliver the **Machining and Finishing of Aluminum Extrusions for Passenger Rail Cars**, ON, as detailed in Appendix B - The Deliverables.

(Check one) YES _____: NO _____

Proponents must ensure that the initial delivery, with the quantities identified in the **December 2026** column of the delivery schedule, proposed in Appendix B - The Deliverables, are ready for shipment no later than **December 11, 2026**.

(Check one) YES _____: NO _____

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

Proponents must meet all of the minimum specifications/requirements identified in Appendix E - RFP Particulars - Acknowledgment to Comply with Specifications. ONTC is committed to procuring goods and services through a process that is conducted in a fair and transparent manner, providing equal opportunity to vendors.

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

Proponents shall indicate with a checkmark whether the goods being proposed comply with the specification. If the goods being proposed contain specifications that fall within the “Other” category, Proponents shall indicate this with a checkmark in that column.

Proponents shall use the “Details” column to provide additional information that will assist the evaluation team in assessing the suitability of the **Machining and Finishing of Aluminum Extrusions for Passenger Rail Cars**. In particular, if the Proponent selects “Other” for any item, they shall provide specific details. Proponents may include attachments where insufficient space is available.

Specifications

- **Items - Machining and Finishing of Aluminum Extrusions for Passenger Rail Cars**

Items	Comply	Other	Details
Materials & Standards			
Aluminum extrusion material: 6061-T6 (or approved equivalent)			
Compliance with applicable ASTM aluminum material standards			

Conformance to drawings, tolerances, and specifications			
Surface finish requirements achieved (as specified per component)			
Machining Requirements			
Machining completed to required tolerances (cutting, drilling, countersinking)			
Burr removal and edge finishing completed			
Finishing Processes			
Polishing meets specified finish (50/70 RA or 120 grit)			
Anodizing meets ASTM B580 Type B / Class II			
Priming meets specified epoxy requirements			
Finished surfaces free of defects			
Quality Assurance & Testing			
QA/QC program and inspection procedures in place			
Traceability and inspection records maintained			
Non-conformance and corrective action processes defined			
Packaging & Protection			
Packaging protects finished surfaces during transport and storage			
Deliveries meet carset quantities and schedule requirements			
Warranty & Support	Comply	Other	Details
Minimum 2-year in-service warranty provided			
Returns, rework, and support process defined			
Design & Fit	Comply	Other	Details
Components conform to drawings and are installation-ready			
LH/RH identification and consistency maintained			

APPENDIX F - HEALTH, SAFETY AND ENVIRONMENTAL

Proponents shall complete and include the attached Contractor Health and Safety Responsibility Agreement and Contractor Safety Pre-Qualification Form with their bid:

- A. Contractor Health and Safety Responsibility Agreement
- B. Contractor Safety Pre-Qualification Form

A. Contractor Health and Safety Responsibility Agreement

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

certify the following:

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

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

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

- (i) fulfill all of the obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations;

- (ii) ensure that adequate and competent supervision is provided as required under the OHSA to protect the health and safety of workers; and

- (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.

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

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

An Authorized Signing Officer _____

(Key Contact)

(Title) _____

(Telephone Number) _____

(Firm's Name) _____

(Firm's Address) _____

B. Contractor Safety Pre-Qualification Form

1. Company Identification:		ONTC Use
Company Name: _____	Telephone: _____	
Mailing Address: _____	Fax: _____	
_____	E-mail: _____	

2. Form of Business:

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: _____	

4. How many years has your business operated under its current name?		
_____	_____	
5. Under Current Management Since (Date)	_____	

6. Parent Company Information

Parent Name: _____

City: _____ Province / State: _____ Postal / Zip Code: _____

Subsidiaries: _____

7. Insurance Contact Information	
Title: _____ Telephone: _____ Fax: _____	

8. Carriers:	Type of Coverage:	Telephone	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

9. Organization:

Describe the nature of the work your company specialized in:

<input type="checkbox"/> _____	<input checked="" type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	

10. Are any of the above services that you perform normally subcontracted to others?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

11. Health and Safety Performance

- a) Are any of the above services that you perform normally subcontracted to others? Yes No
- b) Can you provide a Workplace Safety & Insurance Clearance Certificate? Yes No
- c) Has an employee of your company suffered a fatal accident or "critical injury" as defined by the Ontario Occupational Health & Safety Act? 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 Yes No
- d) Has your company ever been subjected to a Workwell Audit? If yes, what was your final score? _ Yes No
- e) Are there judgements, claims or suits pending or outstanding against your company? Yes No
- f) 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. Yes No
- g) 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: Yes No

12. Health and Safety Program and Procedures:

- a) Do you have a written health and safety policy? If yes, include a copy. Yes No
- b) Do you have a written health and safety program? Yes No
- c) If so, are the following elements addressed? Yes No
 - i. Participation by all levels in the organization Yes No
 - ii. Accountabilities & responsibilities for managers, supervisors and employees Yes No
 - iii. Adequate resourcing for meeting health and safety requirements Yes No
 - iv. Hazard identification and control Yes No
 - v. Health and safety performance measurement and evaluation Yes No
 - vi. Corrective actions implementation Yes 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 Yes No
- b) Confined Space Entry Yes No
- c) Working at Heights, Fall Protection Yes No
- d) Personal Protective Equipment (PPE) Yes No
- e) Portable / Electric Power Tools Yes No
- f) Vehicle Safety Yes No
- g) Compressed Gas Cylinders Yes No
- h) Electrical Equipment Grounding Assurance Yes No
- i) Powered Industrial Vehicles (forklifts, cranes, etc.) Yes No
- j) Heavy Construction Equipment (excavators, backhoes, bulldozers, etc.) Yes No
- k) Excavation and Trenching Yes No
- l) Housekeeping Yes No

m) Accident / Incident Reporting and Investigation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
n) Hazard / Unsafe Condition Identification, Reporting and Communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
o) Workplace Hazardous Materials information System (WHMIS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
p) Emergency Action Plan / Evacuation Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
q) Spill Response / Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
r) Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
s) Designated Substances Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
t) Waste Staging / Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
u) Traffic Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
v) Hearing Conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
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	<input type="text"/>
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	<input type="text"/>
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	<input type="text"/>
17. Do you have First Aid kits available to your staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
18. Does your company use a formalized Health and Safety Plan for conducting large projects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
19. Does the company conduct pre-placement medical examinations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
20. Is task-adequate PPE provided to workers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
21. Are employees trained in PPE care, use and maintenance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
22. Do you have a corrective action process for addressing individual health and safety performance deficiencies	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
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	<input type="text"/>
b. Do you maintain operating equipment in compliance with regulatory requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
c. Do you maintain applicable pre-use inspection and maintenance certification records for operating equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>
d. Are records available upon request	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/>

24. Subcontractors

- a. Do you use health and safety performance criteria in the selection of contractors? Yes No
- b. Do you require your subcontractor to have a written health and safety program? Yes No
- c. Are your subcontractors included in
 - i. health and safety orientation Yes No
 - ii. health and safety meetings Yes No
 - iii. workplace inspections Yes No
 - iv. health and safety audits Yes 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? Yes No
- e. Does the company have a progressive discipline policy for employees and subcontractors? Yes No

25. Health and Safety Training

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

26. Job Skills

- a. Have employees been trained in appropriate job skills? Yes No
- b. Are employee job skills certified where required by regulation or industry standard? Yes 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: _____

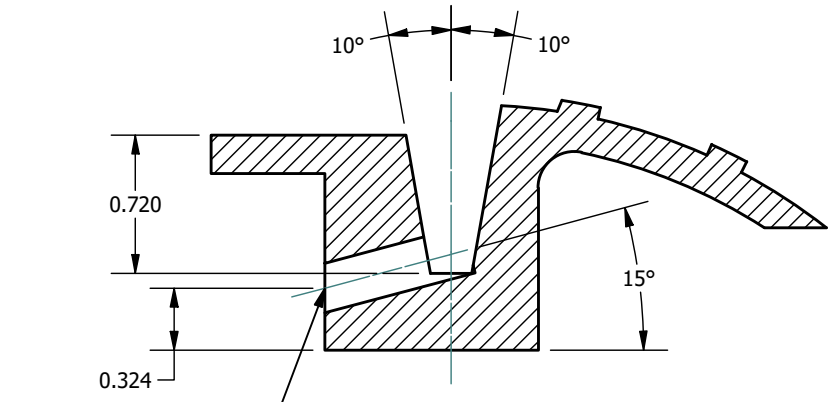
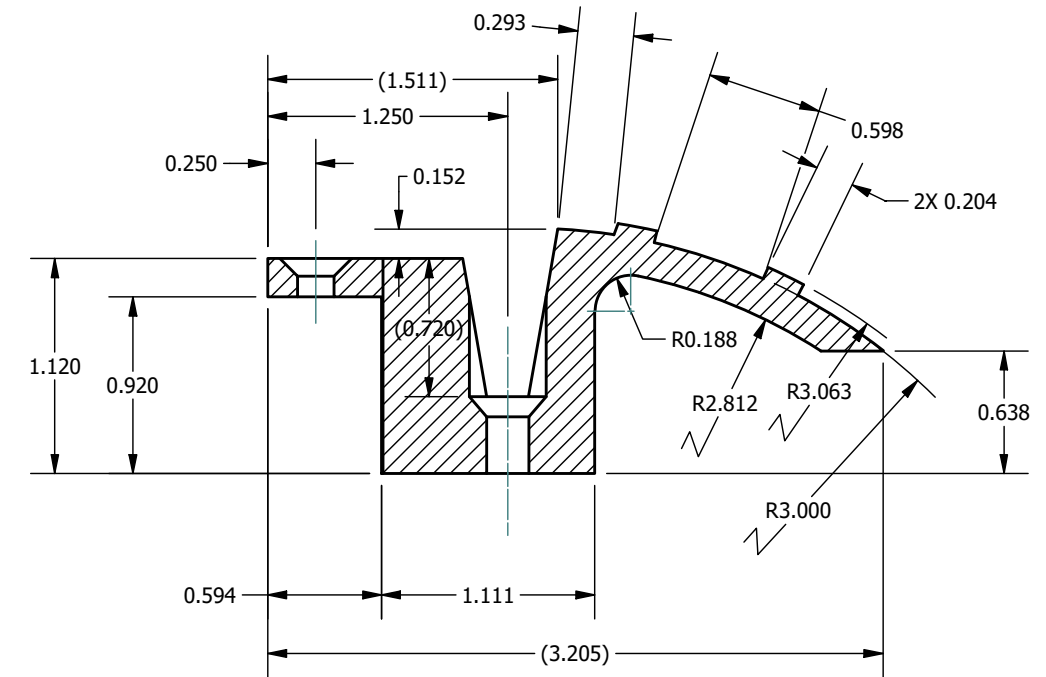
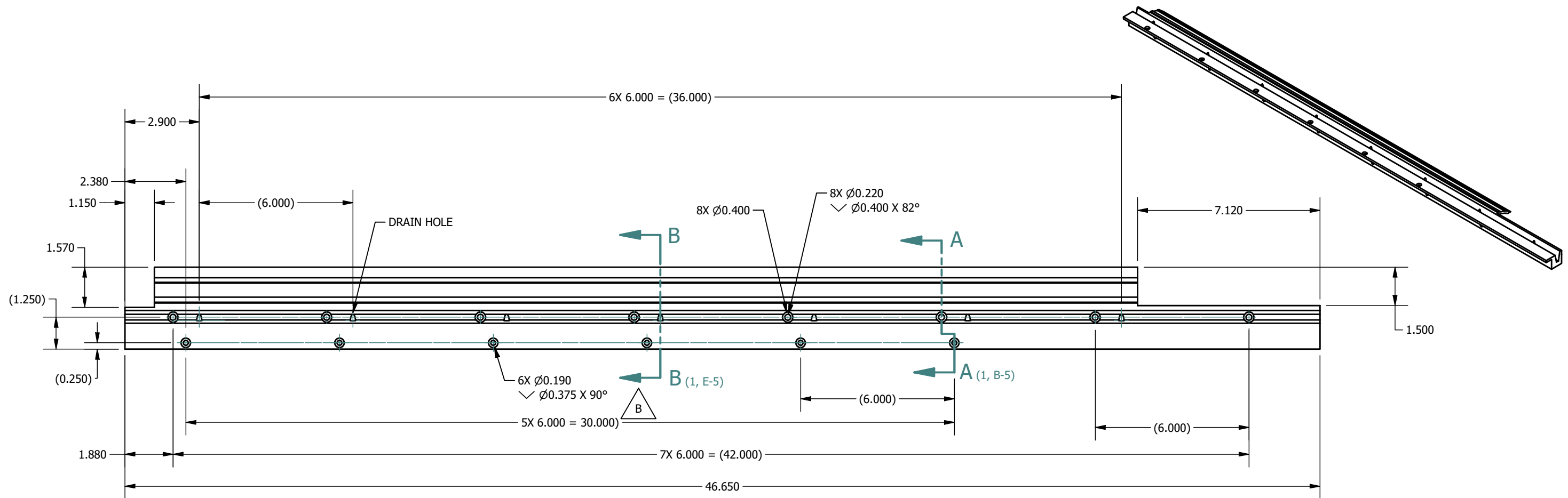
Title: _____
Date: _____

APPENDIX G - DRAWINGS

Please refer to the following Drawings, which will be available via SharePoint link following execution of a Non-Disclosure Agreement (NDA).

Drawing No.	Title	Date
ONTC		
20-310-220671	Threshold - End Door	June 1, 2020
20-070220102	Floor Lip	February 18, 2020
20-020-229309	New Full Length Lower Rail	June 10, 2022
20-020-229310	Skin Section at Kink A	
20-020-229311	Lower Rail at Kink B	
20-300-220501	Threshold $\frac{3}{4}$ & $\frac{7}{8}$ Doors	January 24, 2020
200-300-220502	Threshold $\frac{1}{2}$ & $\frac{5}{6}$ Doors	

PARTS LIST / LISTE DE MATÉRIAUX				
ITEM	QTY/QTÉ	DESCRIPTION	MATERIAL/MATÉRIEL	ONR No
		EXTRUSION PROFILE	ALUMINUM 6061-T6	38919



- NOTES :**
- 1- REMOVE ALL SHARP EDGES AND DEBURR HOLES.
 - 2- POLISH SURFACES TO REMOVE MACHINING MARKS.
 - 3- FINISH TO BE APPLIED: CLEAR ANODIZE.

REV	DATE	DESCRIPTION	PAR/BY	APPR
B	2021-06-17	MODIFIED SPACING HOLES 6 X 6=30 IN 5 X 6=30	OT	
A	2020-06-02	ROTATED VIEW 90 CW ADDED, HOLES RELOCATED, 1 HOLE REMOVED AND BOM REVISED	CM	DB
NR	2020-06-02	NEW RELEASE	CM	DB

REVISION				
DESIGNER	C. MARTIN	DATE	2020-06-01	TITLE / TITRE
DRAFTSPERSON	C. MARTIN	DATE	2020-06-02	2.16 f)
CHECKER	C. MARTIN	DATE	2020-06-02	20-310-000671
APPROVAL	D. BEAULIEU	DATE	2020-06-02	B

EFFECTIVITY : BL-2 CAB (200 TO 214)

UNITS / UNITÉS

INCH / POUCE	<input checked="" type="checkbox"/>	[INCH / POUCE] mm	<input type="checkbox"/>
mm	<input type="checkbox"/>	mm [INCH / POUCE]	<input type="checkbox"/>

HOLE DIAMETER / PERÇAGE

IMPERIAL	± 0.005"
mm	± 0.13

ANGLES ± 0.5°

MACHINED SURFACE FINISH / FINI DE SURFACE USINÉE

IMPERIAL:	mm:
<12" ± 0.031"	<300mm ± 1mm
12-78" ± 0.063"	300-2000mm ± 2mm
>78" ± 0.125"	>2000mm ± 4mm

125 mu in / NB ✓

KEY PLAN

Ontario Northland

PRO-SPHERE

METROLINX

TORONTO, CANADA

BI-LEVEL 2 CAB REFURBISHMENT

CONTRACT #

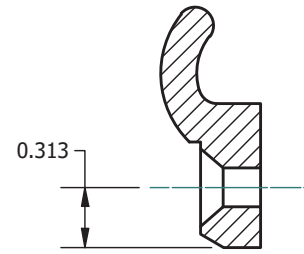
THRESHOLD - END DOOR

SCALE/ECHELLE 1 : 4

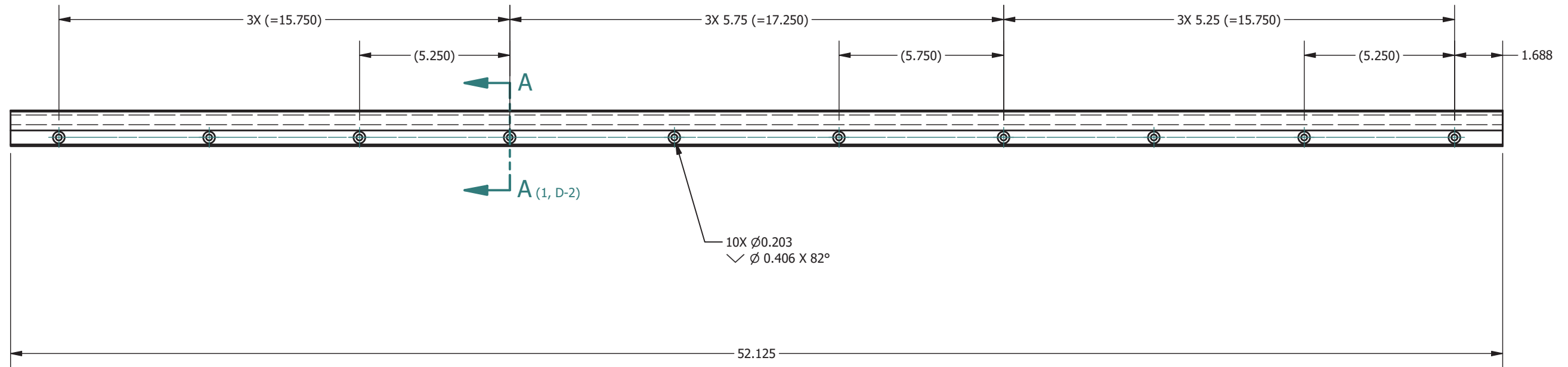
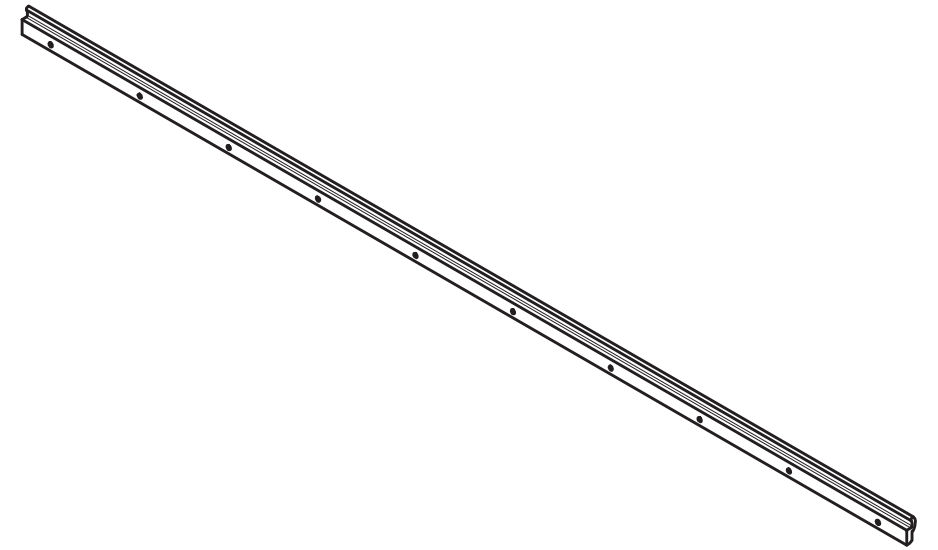
DWG # 20-310-000671

REV B

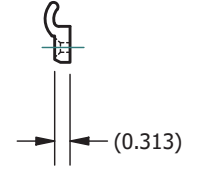
PARTS LIST / LISTE DE MATÉRIAUX				
ITEM	QTY/QTÉ	DESCRIPTION	MATERIAL/MATÉRIEL	ONR No
		FLLOR LIP, BOMBARDIER No. 363010165	ALUMINUM 6061	



SECTION A-A (1, D-4)
SCALE 1 : 1



10X Ø0.203
∠ Ø 0.406 X 82°



NOTES:

1- BREAK ALL SHARP EDGES AND DEBURR ALL HOLES.

NR	2020-02-18	NEW RELEASE	CM	DB
REV	DATE	DESCRIPTION	PAR/BY	APPR
REVISION				
PROJECT / PROJET 20-070-220100		TITLE / TITRE FLOOR LIP		
DESIGNER / CONCEPTEUR C. MARTIN		DATE / DATE 2020-02-18		
DRAFTSPERSON / DESSINATEUR C. MARTIN		REF. SPEC. 1.5 a) o)		
DWG # 20-070-100102		SCALE/ECHELLE 1 : 4		
APPROVAL / APPROBATION DENIS BEAULIEU		DRAWING No / No DESSIN 20-070-220102		
		REV NR		

UNITS / UNITÉS		HOLE DIAMETER / PERÇAGE	
INCH/POUCE	[INCH/POUCE] mm	IMPERIAL	± 0.005" mm
<input checked="" type="checkbox"/>	<input type="checkbox"/>	mm	± 0.13
<input type="checkbox"/>	<input type="checkbox"/>	mm [INCH/POUCE]	

TOLERANCES UNLESS OTHERWISE NOTED SAUF INDICATION CONTRAIRE		ANGLES ± 0.5°	
IMPERIAL:	mm:	MACHINED SURFACE FINISH FINI DE SURFACE USINÉE	
< 12" ± 0.031"	< 300mm ± 1mm	125 µm in / <input checked="" type="checkbox"/> NB	
12-78" ± 0.063"	300-2000mm ± 2mm		
> 78" ± 0.125"	> 2000mm ± 4mm		

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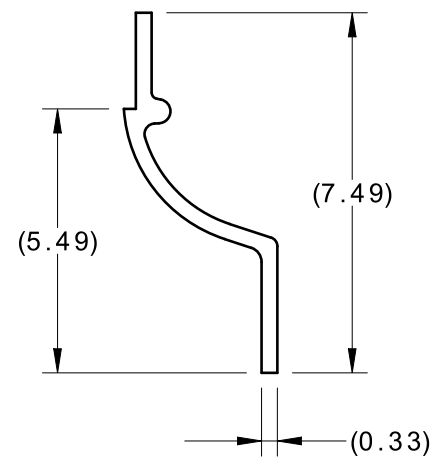
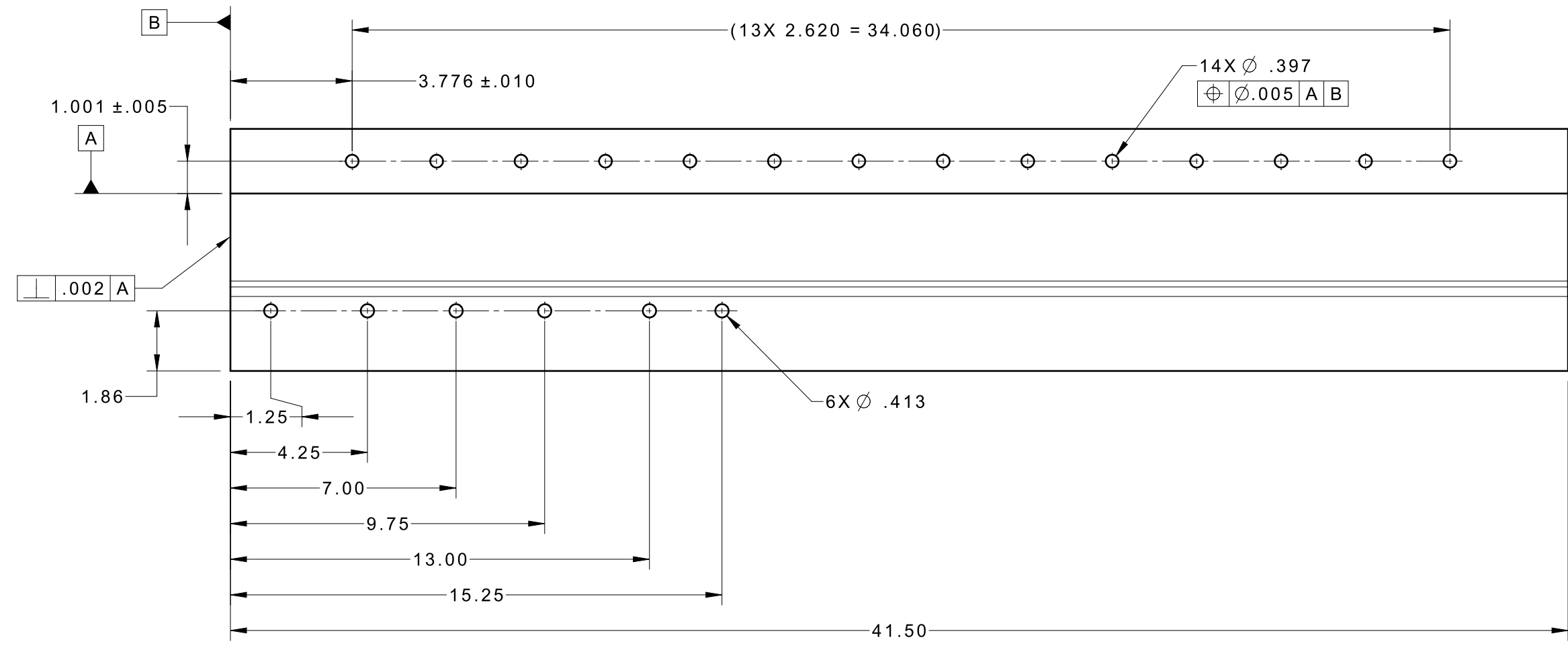
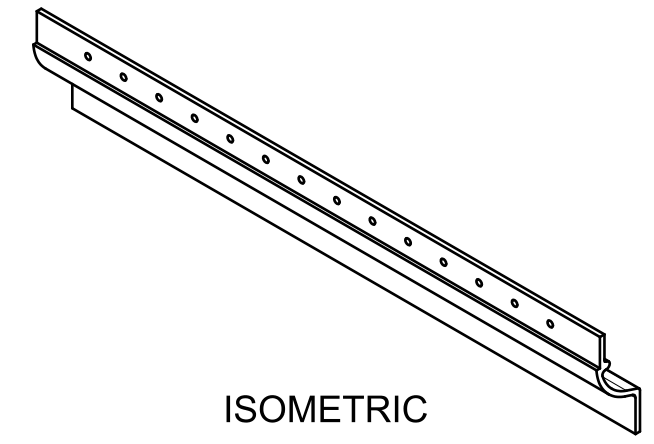
D

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NOTES:
 1 - MATERIAL: ALUMINUM EXTRUSION 6061-T6
 2 - SUPPLIER:
 3 - REMOVE ALL SHARP EDGES AND DEBURR HOLES.
 4 - PAINT (GP109, SECTION 3.15.3)

DRAWING APPLICABLE TO	
BI-LEVEL COACH: 2-3-4-5 BI-LEVEL CAB: 3-4	
TOLERANCES UNLESS OTHERWISE NOTED	PROJECTION
X" = ± 0.1"	
.XX" = ± 0.062"	
.XXX" = ± 0.015"	
ANGLE = ± 1 deg	
FINISH	-
MATERIAL	6061-T6
NEXT ASSY	20-020-229316

PRIMARY SEAL



REV	DESCRIPTION	DATE (AAAA/MM/JJ)	NAME
	<p>SNC - LAVALIN 195, The West Mall Toronto (Ontario) Canada M9C 5K1</p>		
	<p>CLIENT</p>		
	<p>DESIGNED: S. ROUSSEAU DRAWN: S. ROUSSEAU CHECKED: F. ADLHOCH APPROVED: M. GILL DATE: 2022/06/10 SCALE: 1:4 FORMAT: B</p>	<p>PROJECT: METROLINX TORONTO, CANADA BI-LEVEL 2 CAB/COACH REFURBISHMENT CONTRACT # NC-2019-RSDV-298</p> <p>TITLE: SKIN SECTION AT KINK A</p> <p>P/N: TBD</p> <p>DRAWING NUMBER: 20-020-229310</p>	<p>PAGE 1 OF 1 REVISION 00</p>

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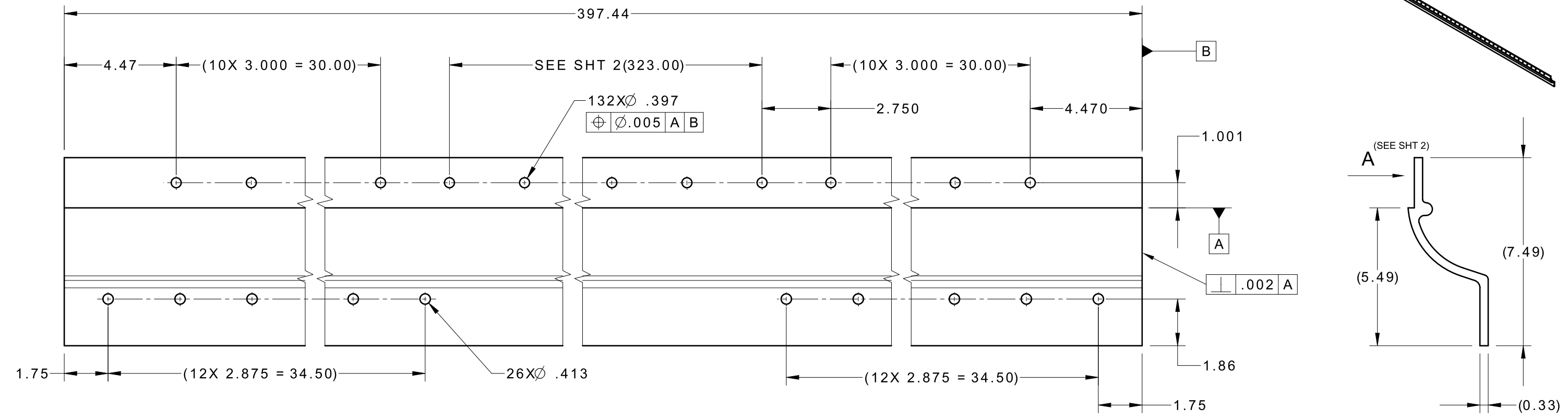
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ISOMETRIC



- NOTES:**
- 1 - MATERIAL: ALUMINUM EXTRUSION 6061-T6
 - 2 - SUPPLIER:
 - 3 - REMOVE ALL SHARP EDGES AND DEBURR HOLES.
 - 4 - APPLY PAINT, PRIMER AND PRETREATMENT AS LISTED IN TABLE BELOW
 - 5 - PAINT (GP109, SECTION 3.15.3)

CAD/PN	DESCRIPTION
M-345-0017	METALOK CVP PRETREATMENT, DUPONT # 250-S
M-345-0018	METALOK CVP PRETREATMENT, DUPONT # 250-S
M-345-0009	PRIMER, DUPONT # 373P26339
M-345-0005	PAINT ACTIVATOR, 15305S (PACKAGE IN GALLON)
M-345-0004	PAINT ACCELERATOR, 389S - QUARTS

DRAWING APPLICABLE TO	
BI-LEVEL COACH: 2-3-4-5 BI-LEVEL CAB: 3-4	
TOLERANCES UNLESS OTHERWISE NOTED	PROJECTION
X" = ±0.1" .XX" = ±0.062" .XXX" = ±0.015" ANGLE = ±1 deg	
FINISH	-
MATERIAL	6061-T6
NEXT ASSY	20-020-229314

PRIMARY SEAL	+
---------------------	---

REV	DESCRIPTION	DATE (AAAA/MM/JJ)	NAME
	 SNC - LAVALIN 195, The West Mall Toronto (Ontario) Canada M9C 5K1		
	 Ontario Northland		
	DESIGNED S. ROUSSEAU DRAWN S. ROUSSEAU CHECKED F. ADLHOCH APPROVED M. GILL DATE 2022/06/10 SCALE 1:4 FORMAT B	PROJECT METROLINX TORONTO, CANADA BI-LEVEL 2 CAB/COACH REFURBISHMENT CONTRACT # NC-2019-RSDV-298 TITLE NEW FULL LENGTH LOWER RAIL P/N TBD DRAWING NUMBER 20-020-229309	PAGE 1 OF 2 REVISION 00

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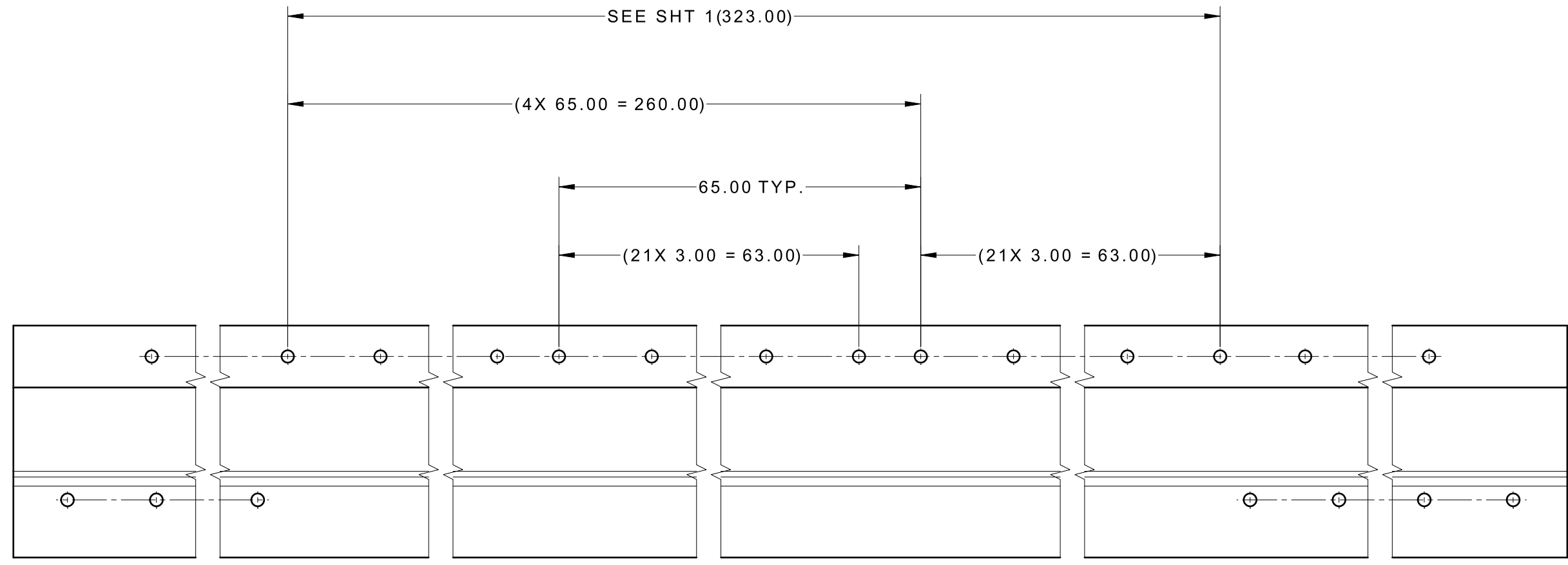
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VIEW A
(SEE SHT 1)

REV	DESCRIPTION	DATE (AAAA/MM/JJ)	NAME
	<p>SNC - LAVALIN 195, The West Mall Toronto (Ontario) Canada M9C 5K1</p>		
	<p>CLIENT</p>		
	<p>DESIGNED S. ROUSSEAU</p> <p>DRAWN S. ROUSSEAU</p> <p>CHECKED F. ADLHOCH</p> <p>APPROVED M. GILL</p> <p>DATE 2022/06/10</p> <p>SCALE 1:4</p> <p>FORMAT B</p>	<p>PROJECT METROLINX TORONTO, CANADA BI-LEVEL 2 CAB/COACH REFURBISHMENT CONTRACT # NC-2019-RSDV-298</p> <p>TITLE NEW FULL LENGTH LOWER RAIL</p> <p>P/N TBD</p> <p>DRAWING NUMBER 20-020-229309</p>	<p>PAGE 2 OF 2</p> <p>REVISION 00</p>
<p>DRAWING APPLICABLE TO BI-LEVEL COACH: 2-3-4-5 BI-LEVEL CAB: 3-4</p> <p>TOLERANCES UNLESS OTHERWISE NOTED X" = ±0.1" .XX" = ±0.062" .XXX" = ±0.015" ANGLE = ±1 deg</p> <p>PROJECTION </p> <p>FINISH -</p> <p>MATERIAL 6061-T6</p> <p>NEXT ASSY 20-020-229314</p>		<p>PRIMARY SEAL</p> <p>+</p>	

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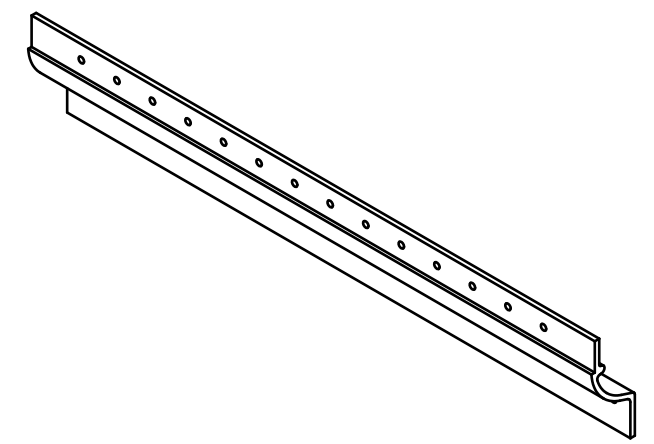
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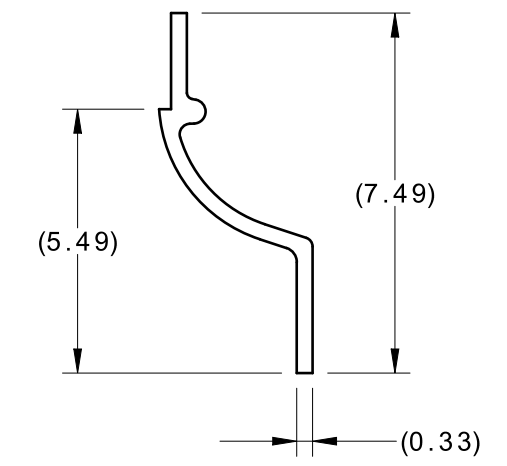
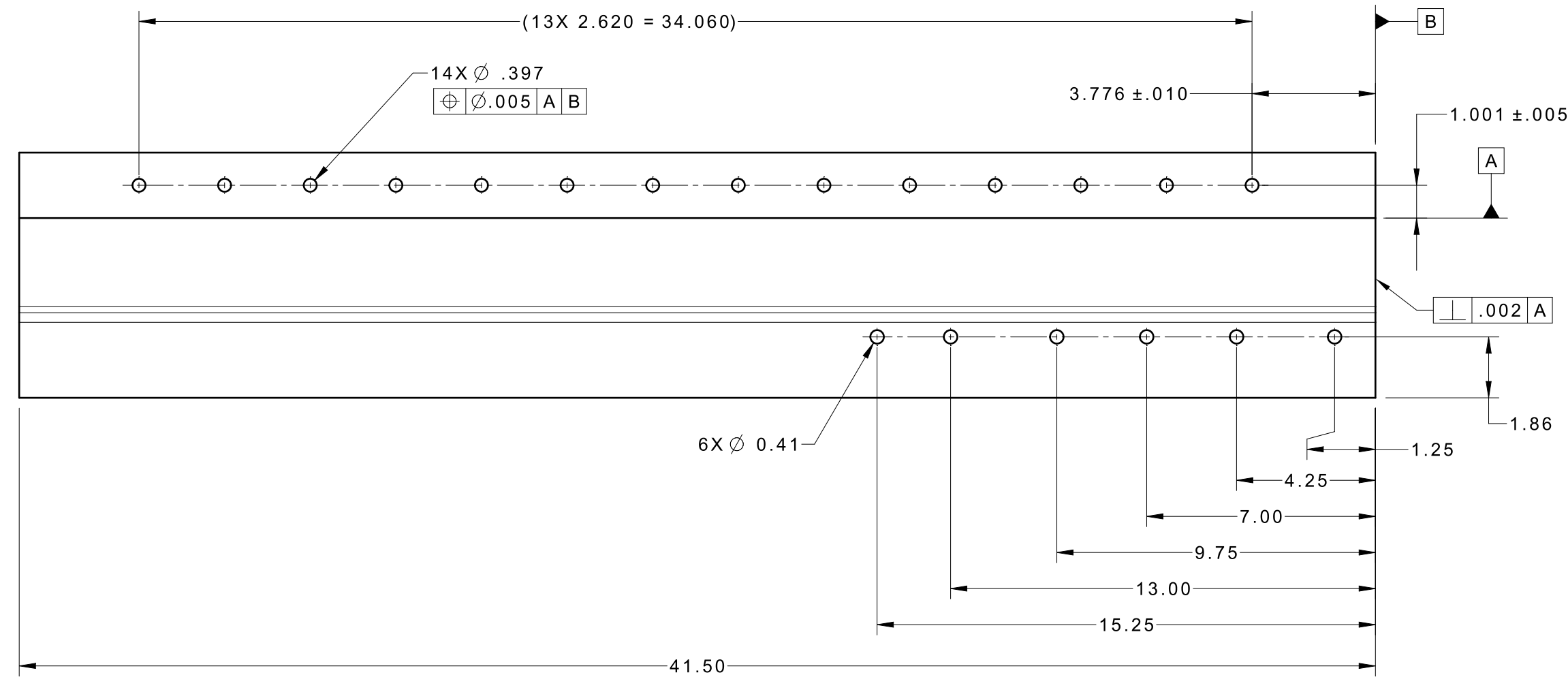
B

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ISOMETRIC



NOTES:
 1 - MATERIAL: ALUMINUM EXTRUSION 6061-T6
 2 - SUPPLIER:
 3 - REMOVE ALL SHARP EDGES AND DEBURR HOLES.
 4 - PAINT (GP109, SECTION 3.15.3)

DRAWING APPLICABLE TO BI-LEVEL COACH: 2-3-4-5 BI-LEVEL CAB: 3-4	
TOLERANCES UNLESS OTHERWISE NOTED X" = ±0.1" .XX" = ±0.062" .XXX" = ±0.015" ANGLE = ±1 deg	PROJECTION
FINISH	-
MATERIAL	6061-T6
NEXT ASSY	20-020-229316

PRIMARY SEAL



REV	DESCRIPTION	DATE (AAAA/MM/JJ)	NAME
	 SNC - LAVALIN 195, The West Mall Toronto (Ontario) Canada M9C 5K1		
	 CLIENT		
	DESIGNED S. ROUSSEAU DRAWN S. ROUSSEAU CHECKED F. ADLHOCH APPROVED M. GILL DATE 2022/06/10 SCALE 1:4 FORMAT B	PROJECT METROLINX TORONTO, CANADA BI-LEVEL 2 CAB/COACH REFURBISHMENT CONTRACT # NC-2019-RSDV-298 TITLE LOWER RAIL AT KINK B P/N TBD DRAWING NUMBER 20-020-229311	PAGE 1 OF 1 REVISION 00

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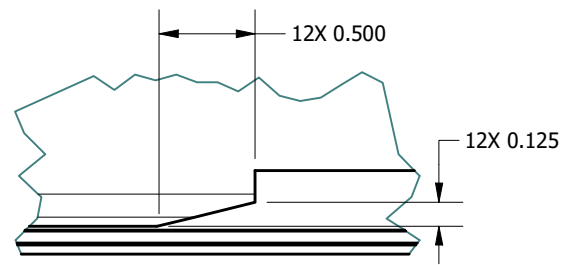
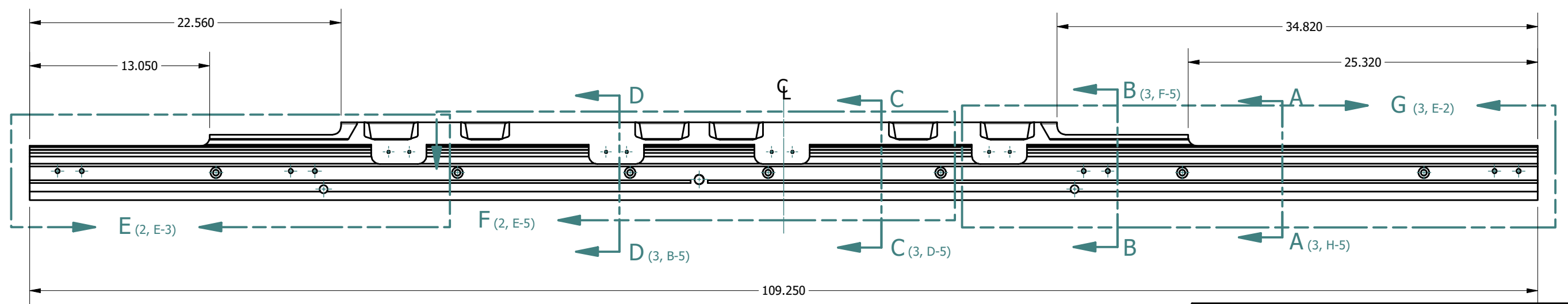
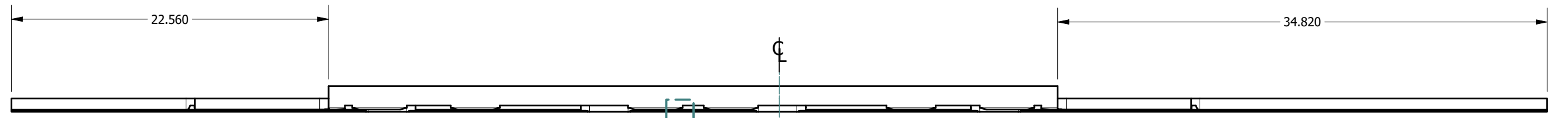
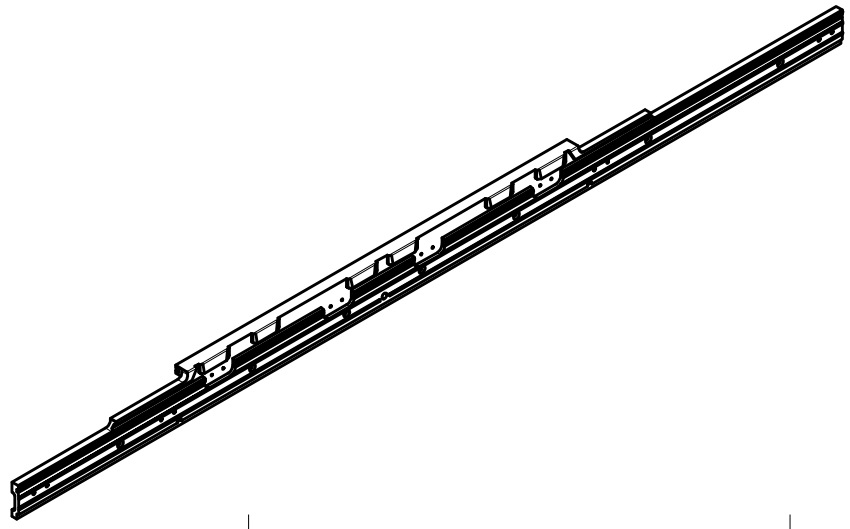
2

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PARTS LIST / LISTE DE MATÉRIEAUX				
ITEM	QTY/QTÉ	DESCRIPTION	MATERIAL/MATÉRIEL	ONR No
		EXTRUSION, PROFILE No: 100-3851	ALUMINUM 6061-T6	

NOTES :

- 1- REMOVE ALL SHARP EDGES AND DEBURR HOLES.
- 2- POLISH SURFACES TO REMOVE MACHINING MARKS.



DETAIL H (1, E-3)
SCALE 1 : 1

REV	DATE	DESCRIPTION	PAR/BY	APPR
E	2020-11-11	DIEMNSION REMOVED	CM	DB
D	2020-11-09	PICTURAL AND DIMENSIONS REVISED	CM	DB
C	2020-11-03	DIMENSIONS ADDED	CM	DB
B	2020-11-02	DIMENSIONS REVISED	CM	DB
A	2020-06-09	DIMENSIONS REVISED	CM	DB
NR	2020-02-11	NEW RELEASE	NR	DB

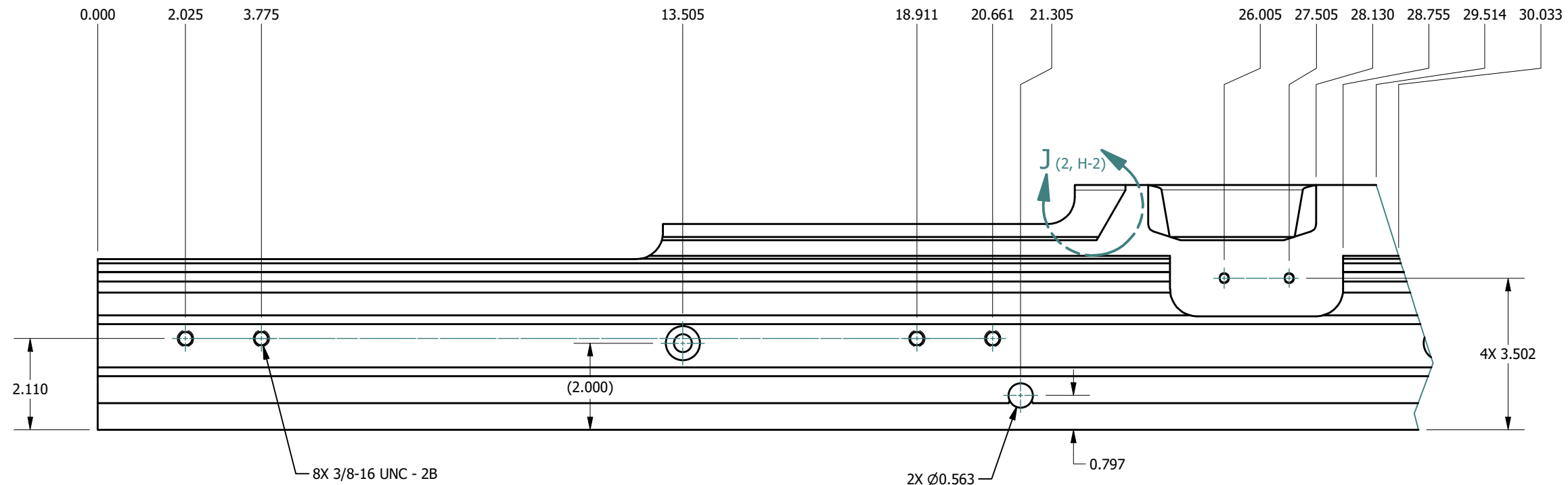
REVISION				
E	2020-11-11	DIEMNSION REMOVED	CM	DB
D	2020-11-09	PICTURAL AND DIMENSIONS REVISED	CM	DB
C	2020-11-03	DIMENSIONS ADDED	CM	DB
B	2020-11-02	DIMENSIONS REVISED	CM	DB
A	2020-06-09	DIMENSIONS REVISED	CM	DB
NR	2020-02-11	NEW RELEASE	NR	DB

UNITS / UNITÉS		HOLE DIAMETER / PERÇAGE	
INCH/POUCE	<input checked="" type="checkbox"/> [INCH/POUCE] mm	IMPERIAL	± 0.005"
mm	<input type="checkbox"/> mm [INCH/POUCE]	mm	± 0.13

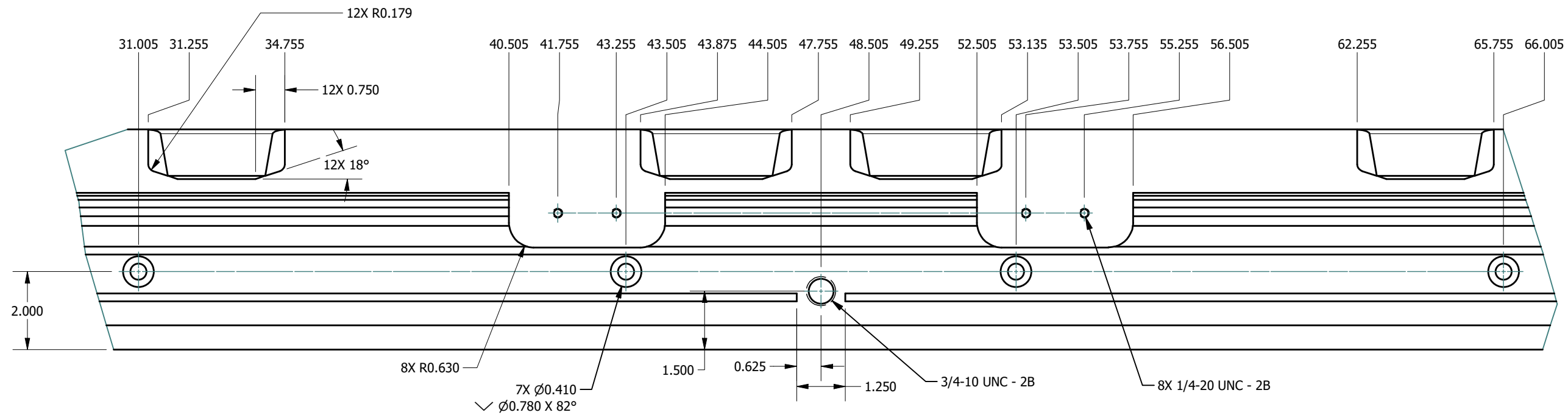
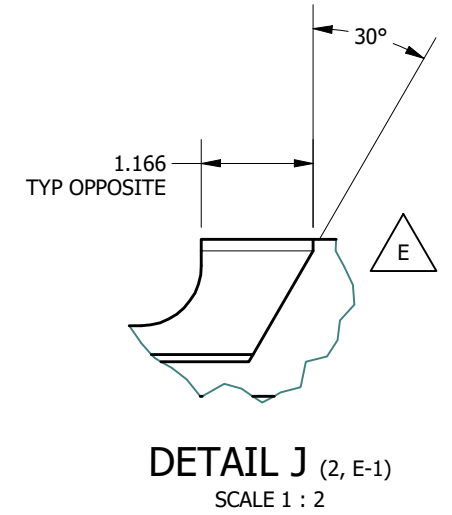
PROJECTION	
NEXT ASSY. / ENS. SUIVANT	20-300-220500
DATE	2020-01-24
TITLE / TITRE	THRESHOLD 3/4 & 7/8 DOORS

DESIGNER	N. REBELO	2020-01-24
DRAFTSPERSON	N. REBELO	2020-01-29
CHECKER	C. MARTIN	2020-02-03
APPROVAL	DENIS BEAULIEU	2020-02-04

DWG #	20-300-210501
SCALE/ECHELLE	1 : 8
FORMAT	B
DRAWING No / No DESSIN	20-300-220501
REV	E

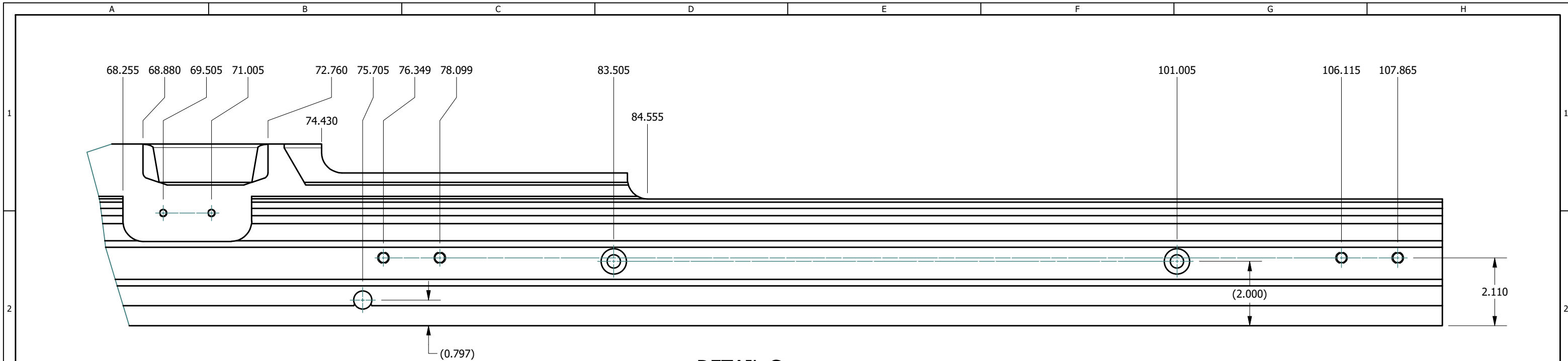


DETAIL E (1, B-4)
SCALE 1 : 3

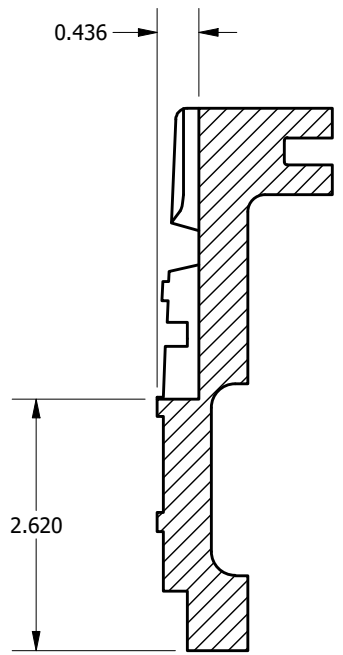


DETAIL F (1, D-4)
SCALE 1 : 3

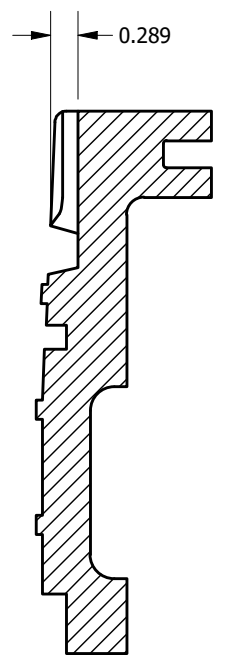
PROJECT / PROJET 20-300-220500		DATE / DATE 2020-01-24		TITLE / TITRE THRESHOLD 3/4 & 7/8 DOORS	
DESIGNER / CONCEPTEUR N. REBELO		DRAFTSPERSON / DESSINATEUR N. REBELO		REF. SPEC. 2.15 c)	
ORIGINAL DESIGN : REFERENCE DWG # 20-300-210501		CHECKER / VÉRIFICATEUR C. MARTIN		PAGE / FEUILLE 2 / 3	
APPROVAL / APPROBATION DENIS BEAULIEU		DATE / DATE 2020-02-04		SCALE / ÉCHELLE 1 : 20	
		FORMAT B		DRAWING No / No DESSIN 20-300-220501	
				REV E	



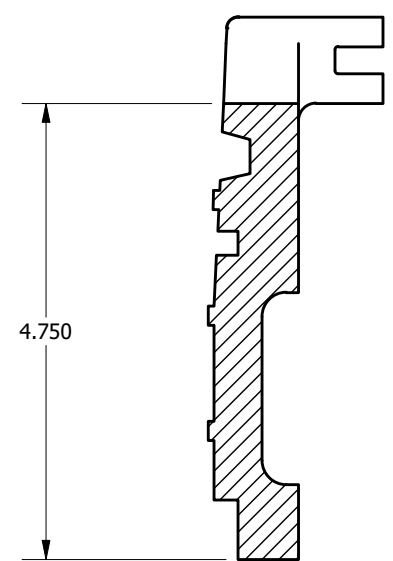
DETAIL G (1, H-3)
SCALE 1 : 3



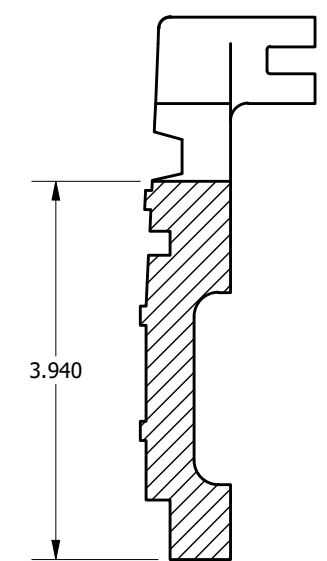
SECTION D-D (1, D-4)
SCALE 1 : 2



SECTION C-C (1, E-4)
SCALE 1 : 2



SECTION B-B (1, G-4)
SCALE 1 : 2



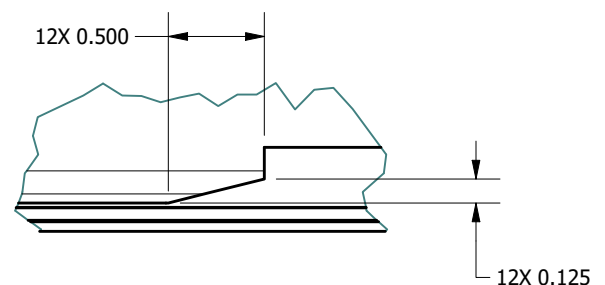
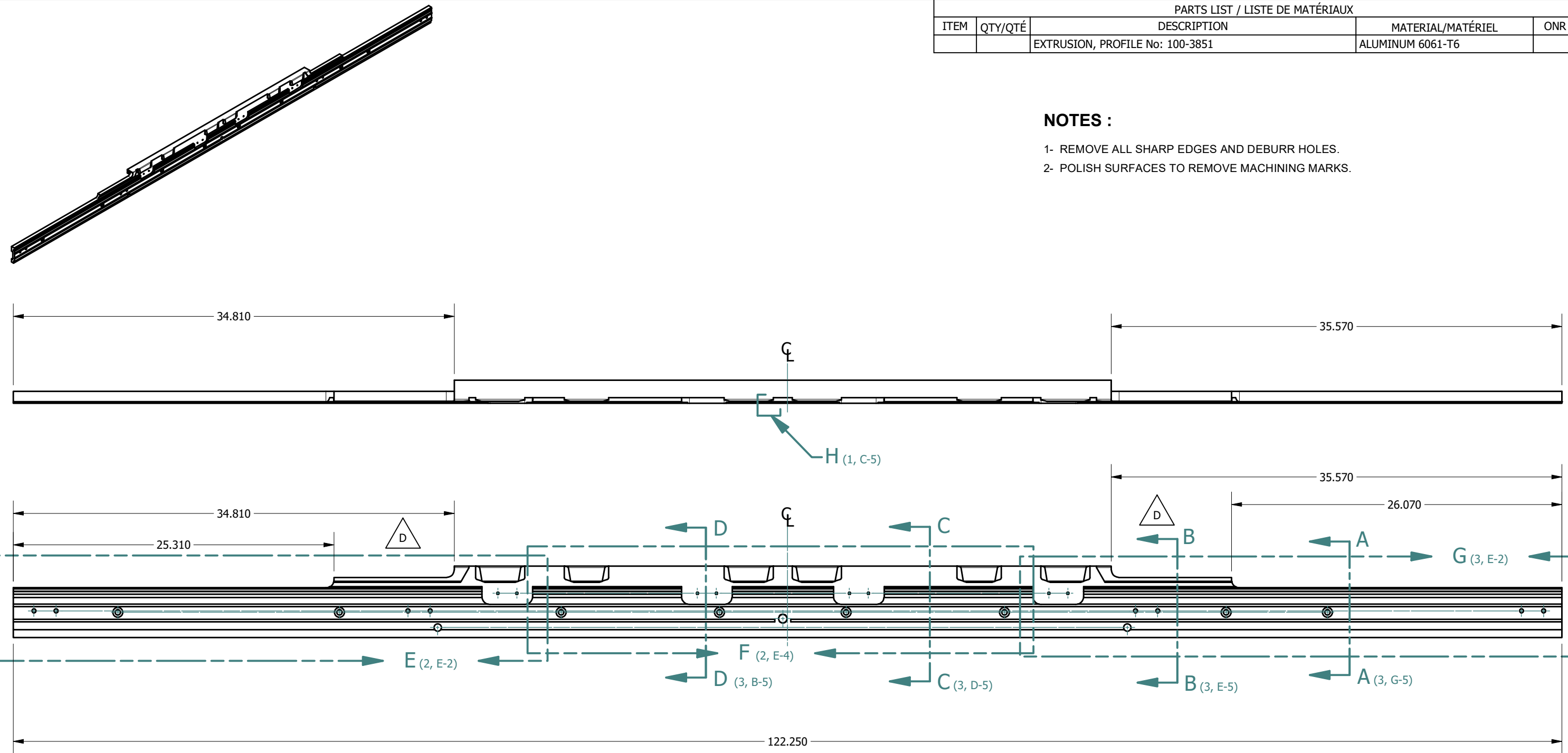
SECTION A-A (1, G-4)
SCALE 1 : 2

PROJECT / PROJET 20-300-220500		DATE / DATE 2020-01-24		TITLE / TITRE THRESHOLD 3/4 & 7/8 DOORS	
DESIGNER / CONCEPTEUR N. REBELO		DRAFTSPERSON / DESSINATEUR N. REBELO		REF. SPEC. 2.15 c)	
ORIGINAL DESIGN / REFERENCE DWG # 20-300-210501		CHECKER / VERIFICATEUR C. MARTIN		PAGE / OF DE / FORMAT 3 / 3 / B	
APPROVAL / APPROBATION DENIS BEAULIEU		DATE / DATE 2020-02-04		SCALE / ECHELLE 1 : 2	
				DRAWING No / No DESSIN 20-300-220501	
				REV E	

PARTS LIST / LISTE DE MATÉRIEAUX				
ITEM	QTY/QTÉ	DESCRIPTION	MATERIAL/MATÉRIEL	ONR No
		EXTRUSION, PROFILE No: 100-3851	ALUMINUM 6061-T6	

NOTES :

- 1- REMOVE ALL SHARP EDGES AND DEBURR HOLES.
- 2- POLISH SURFACES TO REMOVE MACHINING MARKS.



DETAIL H (1, E-3)
SCALE 1 : 1

REV	DATE	DESCRIPTION	PAR/BY	APPR
D	2020-11-10	PICTURAL AND DIMENSIONS REVISED	CM	DB
C	2020-11-03	DIMENSIONS AJUSTED AND REVISED	CM	DB
B	2020-11-02	DIMENSIONS REVISED	CM	DB
A	2020-06-09	DIMENSIONS REVISED	CM	DB
NR	2020-02-11	NEW RELEASE	NR	DB

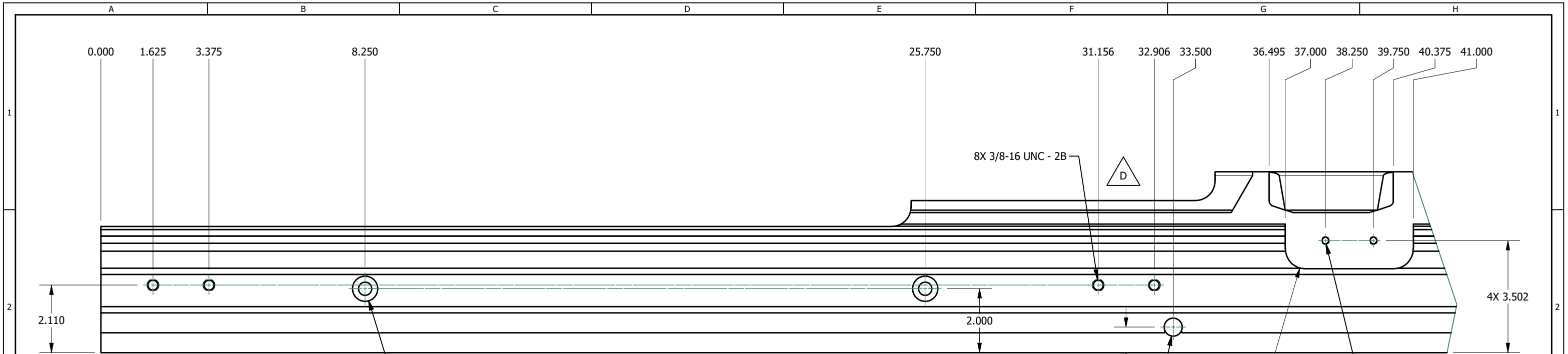
REVISION				
D	2020-11-10	PICTURAL AND DIMENSIONS REVISED	CM	DB
C	2020-11-03	DIMENSIONS AJUSTED AND REVISED	CM	DB
B	2020-11-02	DIMENSIONS REVISED	CM	DB
A	2020-06-09	DIMENSIONS REVISED	CM	DB
NR	2020-02-11	NEW RELEASE	NR	DB

UNITS / UNITÉS		HOLE DIAMETER / PERÇAGE	
INCH/POUCE	<input checked="" type="checkbox"/> [INCH/POUCE] mm	IMPERIAL	± 0.005"
mm	<input type="checkbox"/> mm [INCH/POUCE]	mm	± 0.13

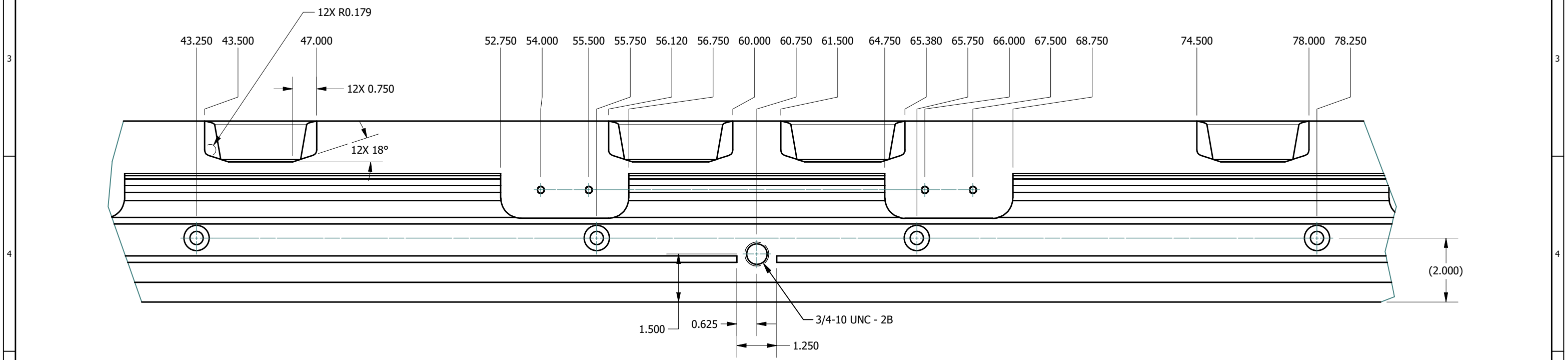
PROJECTION	
DESIGNER	N. REBELO
CONCEPTEUR	N. REBELO
DRAWN	N. REBELO
CHECKER	C. MARTIN
APPROVAL	DENIS BEAULIEU

DATE	20-300-220500	DATE	2020-01-24	TITLE	THRESHOLD 1/2 & 5/6 DOORS
DATE	2020-01-30	DATE	2020-02-04	SCALE	2.15 c)
DWG #	20-300-210502	PAGE	1	OF DE	3
SCALE	1 : 8	FORMAT	B	DRAWING No / No DESSIN	20-300-220502
APPROVAL	DENIS BEAULIEU	SCALE	1 : 8	REV	D



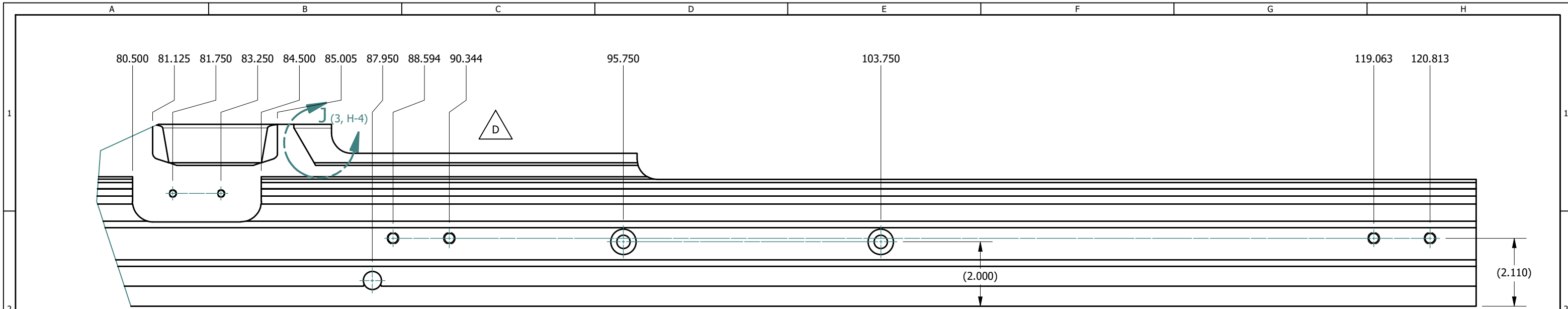


DETAIL E (1, C-4)
SCALE 1 : 3

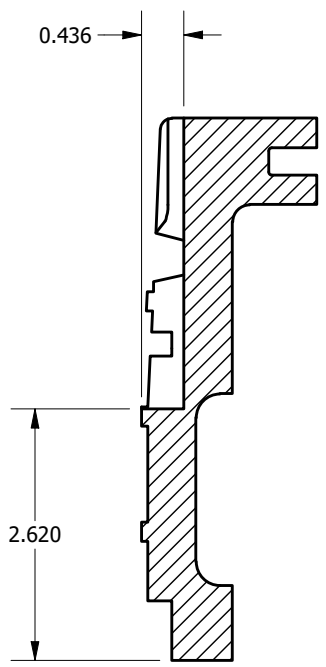


DETAIL F (1, D-4)
SCALE 1 : 3

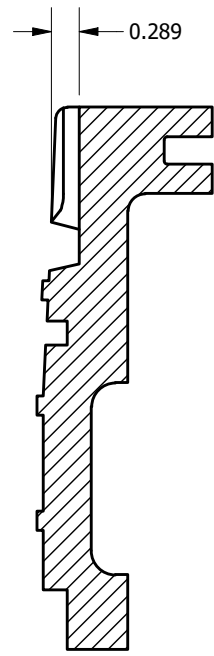
PROJECT / PROJET 20-300-220500		DATE 2020-01-24		TITLE / TITRE THRESHOLD 1/2 & 5/6 DOORS	
DESIGNER N. REBELO		DRAFTSPERSON N. REBELO		REF. SPEC. 2.15 c)	
ORIGINAL DESIGN : REFERENCE DWG # 20-300-210502		CHECKER C. MARTIN		PAGE 2 OF 3	
APPROVAL DENIS BEAULIEU		SCALE/ÉCHELLE 1 : 20		DRAWING No / No DESSIN 20-300-220502	
				REV D	



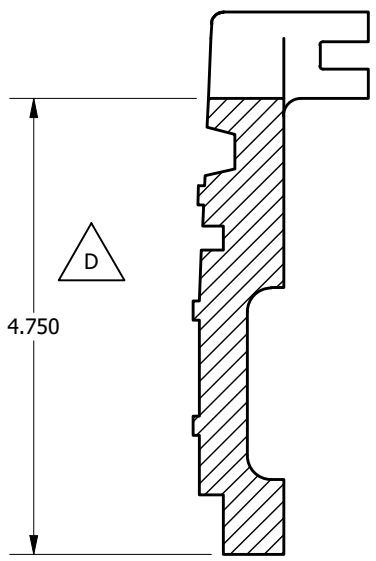
DETAIL G (1, H-4)
SCALE 1 : 3



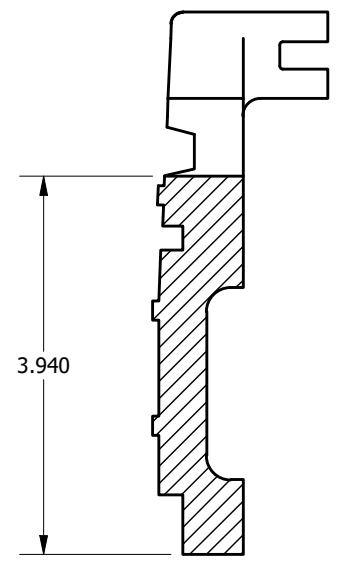
SECTION D-D (1, D-4)
SCALE 1 : 2



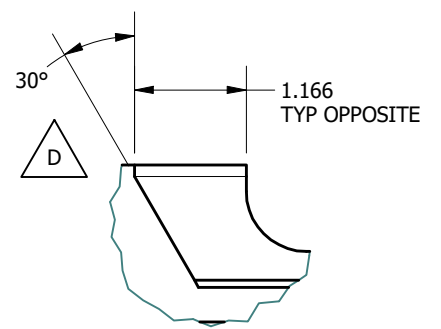
SECTION C-C (1, E-4)
SCALE 1 : 2



SECTION B-B (1, F-4)
SCALE 1 : 2



SECTION A-A (1, G-4)
SCALE 1 : 2



DETAIL J (3, B-1)
SCALE 1 : 2

PROJECT / PROJET 20-300-220500		DATE / DATE 2020-01-30		TITLE / TITRE THRESHOLD 1/2 & 5/6 DOORS	
DESIGNER / CONCEPTEUR N. REBELO		DRAFTSPERSON / DESSINATEUR N. REBELO		REF. SPEC. 2.15 c)	
DWG # 20-300-210502		CHECKER / VÉRIFICATEUR C. MARTIN		PAGE / OF DE 3 / 3	
APPROVAL / APPROBATION DENIS BEAULIEU		DATE / DATE 2020-02-04		SCALE / ÉCHELLE 1 : 2	
		FORMAT B		DRAWING No / No DESSIN 20-300-220502	
				REV D	