Ontario Northland

Request for Proposals

for

Fabrication of Flooring Panel Kits

Request for Proposals No.: RFP 2026 070

Issued: Thursday, August 27, 2026

Submission Deadline: Monday, September 28, 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 the **Fabrication of Flooring Panel Kits,** 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.

ONTC invites qualified panel fabricators, CNC fabricators, and transit interior fabricators to submit proposals for the supply of High-Density Overlay (HDO) plywood flooring panels to support the interior refurbishment of 121 Metrolinx Bi-Level rail cars. The successful proponent will be responsible for developing machining and manufacturing processes and supplying complete flooring panel kits, including spare panels, under a 5-year contract with anticipated production volumes and opportunities for additional ad hoc requirements throughout the contract term.

Proponents may obtain access to the confidential drawings listed in **Appendix H** 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 five (5) years.

1.6 RFP Timetable

1.6.1 Key Dates

Issue Date of RFP	Thursday, August 27, 2026
Deadline for Questions	Tuesday, September 22, 2026 at 4:00:00 PM EDT
Deadline for Issuing Addenda	Thursday, September 24, 2026 at 4:00:00 PM EDT
Submission Deadline	Monday, September 28, 2026 at 2:00:00 PM EDT
Rectification Period	Three (3) Business Days
Anticipated Ranking of Proponents	Monday, October 5, 2026
Contract Negotiation Period	Fifteen (15) Days
Anticipated Execution of Agreement	Monday, November 2, 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 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 fabricating parts 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 five (5) years unless earlier terminated pursuant to the provisions of this Agreement (the **"Term"**).

2. Sale of Goods and Related Services.

(a) Goods. Seller shall provide and sell to ONTC and ONTC shall purchase from Seller the finished goods/parts and related services set forth in Exhibits A and B (the "**Goods"**) in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.

(b) 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 (5^{th}) 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. Delivery Date/Schedule. Seller shall deliver the Goods in accordance with the schedule set out in Exhibit A. Production and delivery schedules shall align with ONTC installation requirements and ONTC shall have the right to pause or adjust deliveries in its discretion.

4. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A.

5. Delivery Location. All Goods shall be delivered to the address provided by ONTC in Exhibit A (the "**Delivery Location**") to be delivered during ONTC's normal business hours or as otherwise instructed by ONTC.

6. Shipping Terms. Delivery shall be made by Seller to ONTC at the Delivery Location, at Seller's cost. Seller shall give written notice of shipment to ONTC when the Goods are delivered to a carrier for transportation. 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:

- a pre-shipment record of inspection for the kit, confirming: (i) complete kit is in one crate and panels are packaged from largest at the bottom to smallest at the top; and (ii) HDO batch or lot numbers used in the kit construction.
- A copy of the inspection sheet in the outer packing slip pouch.
- Seller to retain a copy of the inspection sheet for each kit for the Term of the Agreement.

8. Title and Risk of Loss. Title passes to ONTC upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

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-Confirming 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 delivery costs including without limitation 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. Intentionally Deleted

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

(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 (5^{th}) 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. 4Further 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 COMMMISSION

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
1				
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APPENDIX B - RFP PARTICULARS

A. THE DELIVERABLES

Background

ONTC is seeking an experienced panel fabricator, CNC fabricator or transit interior fabricator to supply High-Density Overlay (HDO) plywood flooring panels in support of interior refurbishment of 121 Metrolinx Bi-Level rail cars. The scope of supply includes an anticipated amount of materials to be produced and supplied over a 5-year contract, and opportunity for additional ad-hoc requirements as described below.

In general, ONTC is seeking to have a fabricator supply all material and develop machining to accomplish print instructions for:

1) All HDO flooring panel kits for the duration of the project – 121 carset kits consisting of 22 panels per kit.
2) Certain non-kit spares held for additional work, purchased in initial delivery quantities, and replenished on a usage basis throughout the contract (min-max reorder levels)

Material Quantities and delivery Schedule

The 121 cars to be refurbished consist of 25 Cab cars, and 96 Coach cars which will utilize 1 kit each, and the kit is the same for both types. For the purposes of the proposal, material is requested to be grouped for delivery to ONTC in carset quantities indicated below:

REFERENCE	DESCRIPTION	DRAWING	QUANTITY
38593	FLOOR PANEL #2 BL2 3/4"HDO	20-070-221162	2
38594	FLOOR PANEL #3 BL2 3/4" HDO	20-070-221163-1	2
38596	FLOOR PANEL #4 BL2 3/4" HDO	20-070-221163-2	2
38597	FLOOR PANEL #5 BL2 3/4" HDO	20-070-221164	2
38598	FLOOR PANEL #6 BL2 3/4" HDO	20-070-221165	6
38599	FLOOR PANEL #7 BL2 3/4" HDO	20-070-221166	2
38600	FLOOR PANEL #8 BL2 3/4" HDO	20-070-221167-1	2
38601	FLOOR PANEL #36 BL2 3/4" HDO	20-070-221200	2
39441	FLOOR PANEL #48 BL2 3/4"HDO	20-070-221167-2	2

ONTC will require an initial stock holding delivery of two (2) carsets on or around **November 30, 2026**, in addition to six (6) carsets on or about **December 14, 2026**, followed by 6 carsets every ninety (90) days thereafter. ONTC will also be seeking ability to make reasonable modifications to schedule, including pausing deliveries in the event of production delays.

For the entire project, delivered over a 5-year production schedule, the total panel requirements is as follows:

REFERENCE	DESCRIPTION	TOTAL
38593	FLOOR PANEL #2 BL2 3/4"HDO	242
38594	FLOOR PANEL #3 BL2 3/4" HDO	242
38596	FLOOR PANEL #4 BL2 3/4" HDO	242

38597	FLOOR PANEL #5 BL2 3/4" HDO	242
38598	FLOOR PANEL #6 BL2 3/4" HDO	726
38599	FLOOR PANEL #7 BL2 3/4" HDO	242
38600	FLOOR PANEL #8 BL2 3/4" HDO	242
38601	FLOOR PANEL #36 BL2 3/4" HDO	242
39441	FLOOR PANEL #48 BL2 3/4"HDO	242
		2662

In addition to the kit quantities above provided to ONTC, a spare panel supply is also requested, not prepared in kits, including non-standard spare panel reference 41407 (20-070-001194) for washroom flooring areas. The following panels are an initial anticipated order,and will be reordered as-required. Proponents should specify the lead time they require for small spare orders, what material they will stock to support these ad-hoc requirements, and how they will be packaged. The initial spares list is as below:

REFERENCE	DESCRIPTION	TOTAL
38593	FLOOR PANEL #2 BL2 3/4"HDO	5
38594	FLOOR PANEL #3 BL2 3/4" HDO	5
38596	FLOOR PANEL #4 BL2 3/4" HDO	5
38597	FLOOR PANEL #5 BL2 3/4" HDO	5
38598	FLOOR PANEL #6 BL2 3/4" HDO	5
38599	FLOOR PANEL #7 BL2 3/4" HDO	5
38600	FLOOR PANEL #8 BL2 3/4" HDO	5
38601	FLOOR PANEL #36 BL2 3/4" HDO	5
39441	FLOOR PANEL #48 BL2 3/4"HDO	5
41407	FLOOR PANEL INT 45X88 20-070-001194	5

Material requirements

Materials are required to be transit grade materials, suited for passenger transit. All required materials have associated ONTC part numbers and drawings, detailing construction and dimensions. All panels are required to be made to drawing specifications. Drawing packages available through the RFP administrator on completion of non-disclosure agreement.

For HDO plywood, material is requested to be 7-ply plywood with HDO 100/100 paper on both sides. Supply sources with technical datasheets shall be nominated by proponents in their responses. All floor panels to have edges sealed with epoxy paint as specified in individual panel drawings. Panels to be delivered with all finish work completed as per drawings, ready for installation.

Packaging

HDO flooring panel kits are required to be packaged in single crates containing carset quantities. Panels should be packed to withstand any chipping or edge paint damage during transit or warehousing. Additionally, packaging of the panels must be in order of largest panels at the bottom to smallest panels at the top, so that no warping of the panels can occur. Non-kit quantities of HDO panels should be packaged individually to withstand the same conditions.

Quality

Materials are required to be of high quality with standardized production procedures, inspection procedures, and quality criteria. Respondents are asked to provide details of their release inspection procedures and criteria for their production. Specific details of ‘what’ will be checked during production, and ‘how’ it will be checked details such as sample inspection checklists are recommended to be included.

Inspection and quality criteria for material released to ONTC are expected to be clear and detailed, with both acceptable causes for rejection, and no-cause for rejection criteria listed (rejection reasons for which no warranty relief will be provided).

In the absence of strong quality criteria and cause/no-cause for rejection details, respondents should anticipate differences of opinion with ONTC quality inspection findings, and account for such differences via customer satisfaction offerings in the warranty and reverse logistics considerations of 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). ONTC will favour warranty offerings providing fast and flexible in-service support.

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. Buy Ontario Act Compliance Form (Appendix D)

Each submission should include a Buy Ontario Act Compliance Form submitted in the format prescribed in this solicitation. For this specific solicitation falling under the general goods and services category, fill out sections 1.0, 3.2, 6.2 and fill out and sign the details at the bottom of the form.

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, **no later than Tuesday, September 22, 2026 at 4:00:00 PM EDT**, in order to sign a non-disclosure agreement, and return same 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.

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;

(b) A current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable; and

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**	**25**	**12.5**
2.1	Schedule	10	
2.2	Proposed Approach, Narrative and Methodology	15	
3.0	**Category 3: Delivery & Supply Chain**	**25**	**12.5**
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	
	Total	**75**	
50% Minimum Threshold to be obtained in Category 1 (12.5/25), Category 2 (12.5/25), and Category 3 (12.5/25), 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	105	

<u>Technical Proposal Content Requirements</u>

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	Proponents shall provide a Company Profile which includes the number of years their company has provided services similar to the scope of work in this RFP. Please describe the company history, core areas of expertise, manufacturing facilities, CNC machining capabilities, quality management systems, production capacity, storage capabilities, and corporate operating philosophy. Proponents shall demonstrate a minimum of five (5) years' experience manufacturing, machining, finishing, packaging, and supplying plywood, panel products, flooring components, transit interior components, or similar fabricated products for rail, transit, transportation, industrial, or commercial applications. *Proponents shall also include company profiles for any and all subcontractors being used for the completion of the project.* Proponents should clearly demonstrate experience relevant to CNC fabrication, panel manufacturing, transit flooring systems, and long-term production support through the information provided in their submission.
1.2	Proponents shall provide an organizational chart identifying the key personnel proposed for the project, including project management, production management, quality assurance, engineering/technical support (if applicable), and other personnel critical to successful delivery of the contract. Full detailed resumes shall be provided for key personnel only. Proponents shall also provide a summary of their total workforce, broken down by functional category, including management, administration, engineering/technical staff, quality personnel, skilled trades, machine operators, production personnel, and general labour. The submission should demonstrate the availability, depth of resources, and continuity of personnel available to support the contract throughout its term.
1.3	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 CNC machining, panel fabrication, flooring systems, transit interiors, or similar manufacturing environments. The project descriptions shall include: 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

	f) Description of work performed and use of subcontractors g) Outcomes (e.g., completed on schedule/budget) *ONTC may, in its sole discretion, confirm the Proponents' experience in the projects identified by contacting the named contacts above*
2.0	**Schedule and Proposed Approach**
2.1	Proponents should provide a proposed production and delivery schedule demonstrating its ability to meet ONTC's anticipated production requirements over the contract term. The schedule should identify key milestones, production capacity, delivery frequencies, and any assumptions or constraints that could impact performance. The Proponents should also describe contingency measures to address schedule disruptions or production delays. **Evaluation Considerations:** • Proponents shall confirm their ability to meet the initial delivery date of two (2) carsets on or about **November 30, 2026**), an additional six (6) carsets on or about **December 14, 2026** and, all subsequent deliveries as detailed in Appendix B - The Deliverables. • Ability to meet required production volumes. • Delivery frequency and responsiveness. • Capacity planning. • Risk mitigation and contingency planning.
2.2	Proponents should provide a detailed workflow describing how the work will be completed from material sourcing and procurement through CNC machining, fabrication, edge sealing, inspection, packaging, storage, and delivery. The submission should describe facilities, equipment, production methods, material handling procedures, quality controls, inspection processes, subcontractor involvement, transportation resources, and measures used to ensure product quality and schedule adherence. Proponents must also identify the proposed supply of HDO 100/100 to be used for this contract. The submission must include the manufacturer name, product name (or product family, where applicable), and the applicable technical data sheet/specification sheet for the proposed product. Providing this information is a mandatory requirement and a prerequisite for product evaluation and acceptance. **Evaluation Considerations** • Completeness and clarity of proposed methodology. • Manufacturing and machining processes. • Material sourcing and qualification. • Quality control and inspection procedures. • Material handling and workflow efficiency. • Management of subcontractors and suppliers.
3.0	**Delivery and Supply Chain**

3.1	Proponents should describe their ability to provide uninterrupted supply throughout the contract term and maintain delivery schedules aligned with ONTC's refurbishment program. The Proponents should identify available production capacity, flexibility to accommodate schedule adjustments, and measures that will be implemented to ensure continuity of supply. **Evaluation Considerations:** • Delivery reliability. • Production flexibility. • Capacity to meet changing requirements. • Business continuity measures.
3.2	Proponents should describe its sourcing strategy for raw materials, inventory controls, supplier relationships, and plans for managing material availability throughout the contract. The submission should explain how raw materials, consumables, work-in-progress inventory, and subcontracted services will be managed to ensure uninterrupted production and timely deliveries. **Evaluation Considerations:** • Procurement and inventory management practices. • Material availability and continuity planning. • Supply chain risk mitigation. • Storage and management of raw materials and WIP. • Management of subcontracted services.
3.3	Proponents should provide a detailed description of the proposed packaging, crating, protection, storage, and transportation methodology. The proposal should demonstrate how flooring panels and complete panel kits will be protected from damage, moisture exposure, contamination, edge damage, warping, or degradation during handling, storage, shipment, and delivery. Proponents should also describe how packaging will comply with ONTC's requirements for panel orientation, crate construction, and shipment integrity. **Evaluation Considerations:** • Packaging design and effectiveness. • Protection of finished products. • Transportation methodology. • Shipment integrity and damage prevention.
3.4	Proponents should describe its workmanship warranty, defect resolution processes, corrective action procedures, and approach to handling non-conforming products. The Proponents should explain processes for returns, replacement products, repair activities, and associated response times. **Evaluation Considerations:** • Warranty coverage. • Corrective action procedures.

	• Rework and replacement processes. • Responsiveness to quality issues. ***Proponents should clearly describe their warranty coverage, response times, replacement processes, and in-service support arrangements.***

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:

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

Instructions on How to Provide Pricing

(a) Proponents should submit their pricing information by completing the attached pricing form (Appendix E) 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 E - Schedule of Prices**, attached separately. **(Rates are to be exclusive of 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. Sub-Contractors

The proponent shall state all Subcontractor(s) and type of Work proposed to be used for this project. Proponents shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

List of Sub-Contractors

In the spaces provided below, please list those subcontractors you intend to use:

☐ By checking this box, I confirm that there are no Subcontractor(s) and the proponent shall perform the project with their "**OWN FORCES**".

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

3. Bill S-211

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

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

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

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

   ____
   ____
   ____
   ____
   ____

4. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between ONTC and the proponent unless and until ONTC and the proponent execute a written agreement for the Deliverables.

5. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

6. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

7. Addenda

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

8. 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:

____
____
____
____
____
____

9. No Prohibited Conduct

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

10. 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:

11. 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 of this proposal.

12. 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-2020)."

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D - BUY ONTARIO ACT COMPLIANCE FORM

Ontario's *Buy Ontario Act, 2025* (Buy Ontario Act) and the directives and guidelines promulgated thereunder restrict contracting opportunities to U.S. Businesses and require businesses contracting with Ontario public sector institutions to, among other things, confirm their place of origin to assess their eligibility for public sector contracts. The information set out below is collected pursuant to those regulatory requirements for the purposes of assessing eligibility for Ontario public sector contracts. By submitting this form you are: (i) consenting to the use of this information on a confidential basis for the purposes identified herein by the collecting institution and its advisors; and (ii) acknowledging that the information provided herein, 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.

1.0 Supplier Information

Please fill out the following form, naming one (1) person to be the supplier's contact.

Full Legal Name of Supplier:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Supplier Website (if any):	
Supplier Contact Name and Title:	
Supplier Contact Phone:	
Supplier Contact Email:	

2.0 Definitions

The capitalized terms in this form have the following meaning:

"BOA Directive" means the Buy Ontario Procurement Directive.

"BOBI Guide" means the Building Ontario Businesses Initiative - A Guide for Buyers issued by the Ministry of Public and Business Service Delivery and Procurement released September 2024 and any subsequent revisions made to that document after the above-noted date.

"Canadian Business" means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada and has either: (i) its headquarters or main office in any province or territory within Canada; or (ii) at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process.

"Canadian-Made Good" means a good that meets any one of the following criteria: (i) it is wholly manufactured or originating in Canada; (ii) at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada; or (iii) it is labelled as “Made in Canada” or “Product of Canada”.

“Canadian Service” means a service wholly provided by individuals (natural persons) located in Canada.

“Capital Infrastructure Procurements” mean Construction, Related Fixtures, Furniture and Equipment, and Transit Fleet Vehicles including rolling stock and buses but excluding light duty passenger vehicles.

“Capital Infrastructure Guideline” means the Capital Infrastructure Policy - A Guide for Buyers issued by the Ministry of Public and Business Service Delivery and Procurement dated April 13, 2026, and any subsequent revisions made to that document after the above-noted date.

“Commitment Approach” means the contracting method established under the BOA Directive and Capital Infrastructure Guideline for Capital Infrastructure Procurements that requires the inclusion in procurement documents of a Domestic Supply Chain Plan to meet or exceed a specified proportion of Ontario or Canadian-Made Goods and Services as a part of the procurement and for greater clarity the specified proportion may be any percentage of the total estimated procurement value that the purchasing entity determines would maximize the use of: (i) Ontario-Made Goods; (ii) Canadian-Made Goods; (iii) Ontario Services; and (vi) Canadian Services; as further prescribed in each procurement document.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

“Eligible U.S. Services Business” means a U.S. Business that can commit to having at least 90 percent of the required staff for performing a services contract located in Canada.

“Ontario Business” means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario and has either: (i) its headquarters or main office in Ontario; or (ii) at least 250 full-time employees in Ontario at the time of the applicable procurement process.

“Ontario-Made Good” means a good that meets any one of the following criteria: (i) it is wholly manufactured or originating in Ontario; or (ii) at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

“Ontario Trading Partner Business” means a bidder from a jurisdiction that has trade obligations with Ontario which includes: (i) Canadian Businesses and; (ii) suppliers of a country that has existing procurement-related trade obligations with Ontario, as further specified in

Appendix C of the BOBI Guide to: (i) include Armenia, Australia, Brunei, Chile, European Union (and its 27 member states : Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, and Sweden), Hong Kong, China, Iceland, Israel, Japan, Republic of Korea, Liechtenstein, Malaysia, Mexico, Republic of Moldova, Montenegro, Netherlands with respect to Aruba, New Zealand, North Macedonia, Norway, Peru, Singapore, Switzerland, Chinese Taipei, Ukraine, United Kingdom, and Vietnam; but for greater clarity this definition excludes U.S Businesses.

"Ontario Service" means a service wholly provided by individuals (natural persons) located in Ontario.

"U.S. Business" means a supplier, manufacturer or distributor of any business structure (includes 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. For greater clarity, if a bidder or supplier is a subsidiary of another corporation, part (i) of the definition above is met if that bidder or supplier is controlled by a corporation that has its headquarters or main office located in the U.S.

3.0 Attestation Regarding Place of Origin of Supplier

This section applies to the procurement of goods and services (including consulting services) as well as to Capital Infrastructure Procurements, but not to Fleet Vehicles.

3.1 Instructions

Check the box for the category below that applies to your business. For greater clarity:

1. If you qualify as an Ontario Business, Canadian Business, and Ontario Trading Partner Business, select Ontario Business.
2. If you qualify as both a Canadian Business and Ontario Trading Partner Business, select Canadian Business.
3. If you qualify only as an Ontario Trading Partner Business, select Ontario Trading Partner Business.
4. Note that U.S. Businesses do not qualify as Ontario Businesses, Canadian Business or Ontario Trading Partner Businesses. If you are a U.S. Business, select U.S. Business.
5. If you are responding to a contract for services and are a U.S. Business but can commit to having at least 90 percent of the required staff to deliver the contracted services located in Canada, select Eligible U.S. Services Business.

3.2 Attestation (select one of the following):

- ❑ Ontario Business
- ❑ Canadian Business
- ❑ Ontario Trading Partner Business
- ❑ U.S. Business
- ❑ Eligible U.S. Services Business

4.0 Attestation Regarding Domestic Supply Chain Plan Commitment

4.1 Instructions

This section applies to Capital Infrastructure Procurements. To comply with this section, suppliers must submit a Domestic Supply Chain Plan in the manner prescribed in the Domestic Supply Chain Form and related instructions and in accordance with the Commitment Approach that confirms that they will meet or exceed the specified proportion of Ontario or Canadian-Made Goods and Services if awarded a contract.

Check the box below to confirm that you are submitting a Domestic Supply Chain Form in accordance with the instructions provided with that form and in accordance with above-noted Commitment Approach:

4.2 Attestation (select the option below):

- ❑ I am submitting a Domestic Supply Chain Plan Form and am committing to meeting or exceeding the prescribed percentage of Ontario-Made Goods, Ontario Services, Canadian-Made Goods and Canadian Services if awarded a contract.

5.0 Representation

5.1 Instructions

The supplier represents that the information provided in this form is accurate and acknowledges that any misrepresentations or other misleading or inaccurate information may result in, among other remedies: (i) the disqualification from a bidding process; (ii) the termination or recission of a contract award and damages resulting from any re-procurement costs; (iii) the debarment from future contracting opportunities; or (iv) any combination of the above-noted remedies.

5.2 Attestation (select the option below):

- ❑ I acknowledge the representation noted above, as well as the remedies that may apply in the event of any misrepresentations or submission of misleading or inaccurate information.

____
Signature of Supplier Representative

____
Name of Supplier Representative

____
Title of Supplier Representative

____
Date

I have the authority to bind the supplier.

APPENDIX E - SCHEDULE OF PRICES

Please refer to the separate Appendix E - Schedule of Prices Excel worksheet. This form must be completed in full as part of the proposal.

APPENDIX F - DELIVERY AND MATERIAL CONFIRMATION

Proponents acknowledge that they have reviewed and can comply with Appendix B - RFQ Particulars.

(Check one) YES______; NO______

ONTC requires an initial delivery of **two (2) carsets on or around November 30, 2026**, followed by delivery of the remaining **six (6) carsets on or around December 14, 2026**.

The Proponent confirms its ability to meet this delivery requirement.

(Check one) YES______: NO______

Respondents who cannot deliver the **Flooring Panel Kits** by the dates above shall propose an alternative date: ____

Respondents unable to meet the delivery dates identified above will not be disqualified; however, proposed delivery quantities and dates must be clearly identified and will be considered during the evaluation of the proposal.

The Respondent proposes the following HDO 100/100 material supply for this contract:

Manufacturer Name: _______________________

Product Name / Product Family: _______________________

Technical Data Sheet Attached: (Check one) YES ______: NO ______

Failure to provide the manufacturer name, product name/product family, and applicable technical data sheet may result in the proposal being deemed non-compliant.

This keeps Appendix E short, focused, and useful without turning it into a cumbersome specification compliance matrix.

APPENDIX G - HEALTH, SAFETY AND ENVIRONMENTAL

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

A. Contractor Health and Safety Responsibility Agreement

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) ______________________________

APPENDIX H - DRAWINGS

Refer to the Drawings as outlined below, and which will be available via SharePoint link following execution of a Non-Disclosure Agreement (NDA).

Drawing No.	Description	Date
SNC - Lavalin		
20-070-221161	Lower Panel Positioning	January 30, 2023
20-070-221162	Floor Panel	
20-070-221163	Floor Panel	
20-070-221164	Floor Panel	
20-070-221165	Floor Panel	
20-070-221166	Floor Panel	
20-070-221167	Floor Panel	
20-070-221200	Floor Panel	
20-070-221194	Floor Panel Kit	February 21, 2023