Ontario Northland

Request for Quotations

for

RFQ 2026 081 - Supply and Delivery of CWR and 80’ Rails

Request for Quotations No.: **RFQ 2026 081**

Issued: **Thursday, October 29, 2026**

Submission Deadline**: Monday, November 30, 2026 at 2:00:00 PM EST**

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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the "RFQ") is an invitation by ONTC Transportation Commission ("ONTC") to prospective respondents to submit quotations for the **Supply and Delivery of CWR and 80' Rails,** as further described in Section A of the RFQ 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 is seeking quotations from qualified suppliers for the manufacture, supply, packaging, and delivery of CWR and 80' Rails required to support ONTC's rail infrastructure maintenance and capital programs.

1.1.2 Respondent Must Be Single Entity

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

1.1.3 Bidding System Registration

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

1.2 RFQ Contact

For the purposes of this procurement process, the "RFQ Contact" will be:

Nicole Laplante
Procurement Contracts Specialist
555 Oak Street East, North Bay, ON P1B 8L3

Tel: 705-472-4500 x 588
Email: nicole.laplante@ontarionorthland.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of ONTC, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's quotation.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement").

1.3.2 Term of Contract

The term of the Agreement shall be for an initial period of one (1) year, with ONTC having the option, in its sole discretion, to extend the Agreement for up to four (4) additional one-year terms.

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	Thursday, October 29, 2026
Deadline for Questions	Monday, November 23, 2026 at 4:00:00 PM EST
Deadline for Issuing Addenda	Thursday, November 26, 2026 at 4:00:00 PM EST
Submission Deadline	Monday, November 30, 2026 at 2:00:00 PM EST
Rectification Period	Three (3) business days
Anticipated Ranking of Respondents	Monday, December 7, 2026
Anticipated Execution of Agreement	Thursday, December 31, 2026

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

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

Not Applicable.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations 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, Respondents should contact the bidding system's technical support:

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

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

1.5.2 Quotations to Be Submitted on Time

Quotations must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of quotations 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.

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

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

1.5.3 Quotations to Be Submitted in Prescribed Format

Quotation 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.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PART 2 - EVALUATION AND AWARD

2.1 Stages of Evaluation

ONTC will conduct the evaluation of quotations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, ONTC will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that ONTC issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ 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 quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. If a quotation fails to satisfy all of the mandatory technical requirements, ONTC will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Quotations 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 quotation on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFQ Particulars (Appendix B).

2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section G of the RFQ 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 respondent's pricing appears to be abnormally low in relation to the Deliverables, ONTC may require the respondent 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 respondent is unable to satisfactorily account for the abnormally low pricing, ONTC may reject the quotation. ONTC may also reject any quotation 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 Selection of Top-Ranked Respondent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. Subject to the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be the respondent with the highest score on the non-price rated criteria. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 - TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

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

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Quotation to be Retained by ONTC

ONTC will not return the quotation or any accompanying documentation submitted by a respondent.

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 respondent. The contract with the selected respondent 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

Respondents 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 RFQ.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ 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 RFQ Contact or the bidding system. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. ONTC is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ 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 RFQ, such information will be communicated to all respondents by addendum posted in the bidding system. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents 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 quotations, ONTC may request further information from the respondent or third parties in order to verify, clarify, or supplement the information provided in the respondent's quotation. ONTC may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

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

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The RFQ Contact will contact the respondent'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 respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

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

(a) a clear statement as to which procurement the respondent wishes to challenge;

(b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and

(c) the respondent's contact details, including name, telephone number, and email address.

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

(a) in relation to the RFQ process, the respondent 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 quotation that is not available to other respondents;

(ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;

(iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;

(iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or

(v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ 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 respondent'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 respondent 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 RFQ 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 respondent, rescind a notice of selection, or terminate a contract subsequently entered into if ONTC determines that in its sole and absolute discretion the respondent has engaged in any conduct prohibited by this RFQ or has otherwise breached the terms of the of the RFQ.

3.4.4 Prohibited Respondent Communications

Respondents 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 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact. Further, a respondent 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 RFQ process, the solicitation documents or the Deliverables or any matters related thereto, without the prior written consent of ONTC.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ 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 respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents 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 quotations 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 RFQ.

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 RFQ either before or after the issuance of this RFQ:

(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 RFQ 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 respondent to ONTC immediately upon the request of ONTC.

Each respondent 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 Respondent

A respondent should identify any information in its quotation 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 set out herein, or required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by ONTC to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ 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 RFQ 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 respondent 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 quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by ONTC and may result in an invitation by ONTC to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and ONTC by this RFQ process until the 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 quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. 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 RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ 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 RFQ.

3.8 Power of Legislative Assembly

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

[End of Part 3]

APPENDIX A - FORM OF AGREEMENT

The Agreement for Deliverables will be the ONTC - Draft Form of Agreement to be provided by way of Addendum at a later date.

COMPLIANCE WITH CONTRACT DOCUMENTS

The Respondent may suggest changes to the above Draft Agreement in Appendix A of this RFQ using the table below. ONTC does not have any obligation to accept any proposed changes to the Draft Agreement and will do so in its sole discretion. Material proposed changes to the Draft Agreement may impact the evaluation of the Respondent's quotation. ONTC will not accept any material changes to the clauses in the Draft Agreement relating to Confidentiality, Personal Information, Intellectual Property ownership and infringement, Indemnification, Limitation of Liability or rights of ONTC on termination. ONTC, as an Ontario Crown corporation, is unable to provide indemnities pursuant to s.28 of the *Financial Administration Act* (Ontario).

Exception	Draft Agreement, ONTC Schedule, Article, or Sub-Clause	Existing Wording	Respondent's Proposed Wording	Reason for Proposed Change
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APPENDIX B - RFQ PARTICULARS

A. THE DELIVERABLES

Objective

Ontario Northland Transportation Commission ("ONTC") is requesting quotations from qualified suppliers for the manufacture, supply, packaging, and delivery of Continuous Welded Rail (CWR), 80-foot & 40-foot rail lengths, insulated rail assemblies, and transition rail assemblies required to support ONTC's track renewal, maintenance, and capital infrastructure programs.

The intent is to establish a supply agreement for an initial one (1) year term with ONTC's option, in its sole discretion, to extend the agreement for up to four (4) additional one-year terms.

The quantities identified in this RFQ are estimates only and are provided for evaluation purposes. Actual quantities purchased may vary depending on operational requirements, project schedules, approved funding, and capital program requirements.

Estimated FY2028 Requirements

Item	Estimated Base Quantity (Approved Funding)	Estimated Maximum Quantity (Pending Budget Approval)
Continuous Welded Rail (CWR)	96,000 feet	192,000 feet
80-Foot Rail Lengths - 115 RE HH	21,120 feet	52,800 feet
Insulated Rail Assemblies - 115 RE HH	1 each	Quantity to be determined based on approved rail replacement locations
Transition Rail Assemblies - 115 RE HH	1 each	Quantity to be determined based on approved rail replacement locations
40-Foot Rail Lengths - 136 RE HH	0	50
Insulated Rails Assemblies - 136 RE HH	0	24
Transition Rail Assemblies - 136 RE HH	0	20

The Estimated Base Quantity represents ONTC's currently approved requirements and approved funding. Additional quantities identified above, up to the Estimated Maximum Quantities, are not currently funded and shall not be purchased, ordered, or released under the Agreement unless additional funding is approved by ONTC and authorized through a written Change Order, contract amendment, or other approved contractual mechanism. If additional funding is approved, ONTC may, at its sole discretion, purchase additional quantities up to the Estimated Maximum Quantities during the Contract Term. This approach is intended to secure production capacity and material availability to support ONTC's rail and tie replacement programs as funding becomes available.

Contract Administration

ONTC does not guarantee any minimum spend, volume, or exclusivity under the resulting agreement.

Quantities may increase, decrease, or be deferred based on funding approvals, operating requirements, and project schedules.

Product Requirements

All materials supplied shall:

- Be new and unused.
- Meet AREMA standards and applicable railway industry standards;
- Be suitable for heavy haul railway service;
- Be free from defects in materials and workmanship;
- Be accompanied by mill certificates, material certifications, and supporting documentation upon request;
- Be manufactured and tested in accordance with applicable railway industry quality standards.

Product Identification, Manufacturing and Technical Information Requirements

The Respondent shall identify the following information for each product proposed:

- Rail section/profile (e.g., 115 RE, 132 RE, 136 RE, or equivalent);
- Steel grade and applicable material specifications;
- Manufacturing source and production facility;
- Country of manufacture;
- Country of export;
- Manufacturing standards and industry certifications;
- proposed customs tariff classification or HS code;
- each Import Charge (as defined below) that will apply or is estimated to apply, including the cost thereof and the customs value for duty or other basis used to calculate each Import Charge.
- whether any portion of the proposed Deliverables is expected to enter Canada without Import Charges and the basis for that position;
- whether the Respondent can support ONTC acting as importer of record; and
- any information, documentation, certificates or records required to support (i) customs clearance or (ii) applications for remission, refund, rebate, drawback, credit, or other available relief from the applicable governmental authority (collectively, “Governmental Relief”);
- Available mill test certificates and quality documentation;
- Anticipated lead time from receipt of purchase order to delivery;
- Any minimum order quantities or manufacturing run requirements;
- Any assumptions, limitations, or exceptions applicable to the proposed product.

The Respondent shall provide sufficient technical documentation, product literature, drawings, specifications, and certifications to demonstrate compliance with the requirements of this RFQ.

Where different products or components are manufactured in different countries or are subject to different tariff classifications, the Respondent shall disclose the applicable information separately for each product or component.

Continuous Welded Rail (CWR)

The Respondent shall supply:

- New 115 RE high strength rail, 370 HB as per AREMA chapter 4;
- Continuous Welded Rail strings approximately 1,600 feet in length;
- Ends of 1,600 foot strings to be drilled in accordance with CN Drawing TS-1111 (two outside holes only);
- Rail profile and section as specified by ONTC at the time of order;
- Respondent to provide CWR train equipped with unloader car at one end to facilitate unloading;
- Material certifications and rail test documentation upon delivery.

The Respondent shall identify:

- Number of detention-free days included in pricing;
- Daily detention charges applicable beyond the detention-free period;
- Availability of unloading crews;
- Estimated unloading duration;
- Daily supervision rates, if applicable;
- Confirmation that sufficient personnel and equipment will be available to support unloading operations.

40 & 80-Foot Rail Lengths

The Respondent shall supply:

- New 115 and 136 RE high strength rail, 370 HB as per AREMA chapter 4;
- Individual rail lengths of approximately 40 and 80 feet;
- 136 RE in 40 foot lengths;
- 115 RE in 80 foot lengths;
- Ends of 40 and 80 foot strings to be drilled in accordance with CN Drawing TS-1111;
- Rail profile and section as specified by ONTC at the time of order;
- Material certifications and rail test documentation upon delivery.

Insulated Rail Assemblies

The Respondent shall supply:

- Factory-manufactured insulated rail assemblies;
- Rails shall be 19’6” of new 115 and 136 RE, high strength rail, 370 HB as per AREMA chapter 4;
- Rails shall be supplied in 2 sections of 11’ and 8’6” with an insulated rail joint in the middle;
- Ends of 19’6” rails shall be blank;
- Rail profile compatible with ONTC's existing infrastructure;
- Materials and manufacturing processes suitable for railway signal applications;
- Supporting specifications, drawings, and certifications upon request.

Transition Rail Assemblies

The Respondent shall supply:

- Factory-manufactured transition rail assemblies;
- Rails shall be 40’ in length, 115 and 136 RE high strength rail, 370 HB as per AREMA chapter 4;
- Rails shall be new to 3/16” headwear over a 35’ taper matching the head profile;
- Rail ends shall be blank;
- Rail profiles compatible with ONTC's existing infrastructure and intended rail replacement projects;
- Supporting specifications, drawings, and certifications upon request.

Packaging, Shipping and Transportation Requirements

The Respondent shall be responsible for all costs associated with the manufacture, testing, inspection, packaging, loading, storage, handling, transportation, freight, unloading coordination and delivery of the Deliverables to the delivery location identified by ONTC.

All pricing shall be inclusive of freight, transportation, packaging, handling and all other associated delivery costs, excluding HST and Import Charges which must be itemized separately in accordance with Appendix E (Schedule of Prices).

For the purposes of this RFQ, “Import Charges” means customs duties, tariffs, surtaxes, excise taxes, brokerage fees, customs clearance charges and other governmental or import-related charges applicable to the importation of the Deliverables into Canada.

Prior to importation of the Deliverables into Canada, the Supplier shall disclose to ONTC the identity of the importer of record and whether the importer of record is a Canadian person or entity. ONTC may, in its sole discretion and on a shipment-by-shipment basis, elect to act as the importer of record on its own or through an agent. ONTC will communicate its election through the applicable purchase order or written shipping instructions.

Where ONTC elects to act as importer of record:

- ONTC will be responsible for arranging customs clearance and paying the applicable Import Charges;
- the Supplier shall not include the applicable Import Charges in its invoice to ONTC;
- the Supplier shall comply with ONTC’s shipping and customs instructions;
- the Supplier shall provide all information and documentation reasonably required by ONTC or its customs broker to import the Deliverables and pursue any applicable Governmental Relief; and
- The parties shall work together in good faith to address, in a manner that does not materially alter pricing or the costs to be borne by either party, any necessary consequential contractual or operational changes, including any changes to Incoterms, shipping, and insurance.

Where ONTC does not elect to act as importer of record:

- the Supplier shall be responsible for arranging importation and customs clearance;

- any Import Charges payable or reimbursable by ONTC, including Evaluated Import Charges (as defined in Section G below) and/or Unforeseen Tariffs (as defined in the Agreement), must be authorized by ONTC in writing before shipment;
- Import Charges and Unforeseen Tariffs must be separately identified and supported by official customs accounting documentation and proof of payment; and
- the Supplier shall maintain copies of all official customs accounting documentation and proofs of payment for Import Charges and Unforeseen Tariffs;
- authorized Import Charges, including Evaluated Import Charges, and Unforeseen Tariffs shall be invoiced at actual documented cost without markup.
- ONTC shall not be responsible to pay or reimburse the Supplier for any Unforeseen Tariffs or Import Charges, including any Evaluated Import Charges, that the Supplier does not actually incur, whether due to a change in applicable tariff rate(s) or otherwise, or for which the Supplier fails to provide customs accounting documentation and proof of payment to ONTC.

The Supplier shall not change the disclosed country of manufacture, manufacturing source, country of export, tariff classification or importation arrangement without ONTC's prior written approval

Quantity and Procurement Conditions

- Quantities identified within this RFQ are estimates only and are provided for evaluation purposes;
- Actual quantities purchased may vary depending on operational requirements, project schedules, inventory requirements, and funding approvals;
- ONTC makes no guarantee regarding minimum quantities, contract value, or volume of purchases under the resulting agreement;
- ONTC reserves the right to increase, decrease, defer, or cancel individual purchase requirements throughout the term of the agreement;
- Additional quantities may be added during the contract term through contract amendments, purchase orders, or other mutually acceptable mechanisms;
- All purchases made under the resulting agreement remain subject to approved funding and budget availability.

Delivery Requirements

Delivery locations will be identified on individual purchase orders.

The Respondent shall:

- Have the capacity to deliver the FY2028 Estimated Base Quantities identified in this RFQ no later than **April 30, 2027**.
- Have the capacity to deliver any additional quantities purchased beyond the Estimated Base Quantities, up to the FY2028 Estimated Maximum Quantities identified in this RFQ, no later than **June 30, 2027**.
- Clearly identify their proposed production and delivery schedule and demonstrate their ability to meet the required delivery timelines.
- Coordinate all deliveries with ONTC representatives;
- Provide advance notice of shipment and expected delivery dates;
- Provide packing slips, material certifications, and shipment documentation with each delivery;
- Deliver materials in accordance with the delivery schedule established by ONTC.

Quality Assurance

ONTC reserves the right to:

- Inspect materials upon delivery;
- Review material certifications and supporting documentation;
- Reject materials that do not conform to specifications or industry standards;
- Require replacement of rejected materials at no additional cost to ONTC.

B. MATERIAL DISCLOSURES

1. General Information

Respondents are responsible for reviewing the RFQ documents and obtaining all information necessary to prepare their quotations. Any requests for clarification shall be submitted to the RFQ Contact in accordance with the requirements of this RFQ.

2. Estimated Quantities

The quantities identified in this RFQ are estimates only and are provided for evaluation purposes. Actual quantities purchased may vary based on operational requirements, inventory requirements, project schedules, and approved funding. ONTC makes no guarantee regarding minimum quantities, contract value, or volume of purchases under the resulting agreement.

3. Funding Approval

All purchases under the resulting agreement are subject to approved funding and budget availability. ONTC reserves the right to increase, decrease, defer, or cancel purchase requirements, including any future purchases of related railway materials, at any time and without obligation to purchase any minimum quantity.

4. Delivery Requirements

Delivery locations will be identified on individual purchase orders. The Supplier shall be responsible for coordinating deliveries with ONTC representatives and providing all required shipping, customs, and product documentation.

5. Inspection and Acceptance

ONTC reserves the right to inspect all materials supplied under the resulting Agreement upon delivery and reject any materials that do not comply with the requirements of this RFQ. Any costs associated with the replacement of rejected materials shall be borne by the Respondent.

6. Future Purchases of Related Railway Materials

During the term of the resulting Agreement, including any exercised renewal periods, ONTC may, at its sole discretion, purchase additional quantities of the items identified in this RFQ, including Continuous Welded Rail (CWR), 80-foot rail, 40-foot rail, insulated rail assemblies, and transition rail assemblies, from the successful Respondent. Additional quantities may be purchased at the

pricing submitted in Appendix E during the applicable contract year. Any such purchases remain subject to approved funding and budget availability, and ONTC reserves the right to increase, decrease, defer, or cancel purchase requirements at any time. ONTC makes no guarantee regarding the volume of additional materials to be purchased.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing

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

3. Acknowledgement to Comply with Specifications

Each quotation must include a completed Appendix F - Acknowledgement to Comply with Specifications.

The Respondent must complete Appendix F and disclose any exceptions, deviations, assumptions, limitations, or alternate products proposed in response to this RFQ.

4. 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, 5.2 and fill out and sign the details at the bottom of the form.

5. Other Mandatory Submission Requirements

Not Applicable.

D. MANDATORY TECHNICAL REQUIREMENTS

1. Specifications

The Respondent shall provide Continuous Welded Rail (CWR), 80-Foot Rail Lengths, Insulated Rail Assemblies, and Transition Rail Assemblies that comply with the requirements and specifications identified in this RFQ and Appendix F.

Compliance with the mandatory specifications will be confirmed through the technical submission and the completed Appendix F. Any exceptions or deviations identified by the Respondent will be reviewed by ONTC to determine compliance with the requirements of this RFQ.

2. Delivery Capability

The Respondent must demonstrate its ability to deliver the base quantity requirements by **April 30, 2027** and any additional quantities no later than **June 30, 2027**.

Failure to demonstrate compliance may result in the quotation being deemed non-compliant.

E. PRE-CONDITIONS OF AWARD

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

(a) Certificates of insurance as specified in the Draft Agreement; and

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

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFQ. Respondents 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 QUOTATION			
1.0	**Category 1: Qualitative Quotation**	**60**	**30**
1.1	Experience & Qualifications	15	
1.2	Delivery & Supply Chain	20	
1.3	Compliance with Product Requirements	20	
1.4	Local Benefit and Knowledge	5	
	Total	**60**	
50% Minimum Threshold to be obtained in Category 1 (30/60) to Proceed to Stage 2 - Pricing Quotation. Quotations which do not meet this minimum threshold may not be considered further.			
2. PRICING QUOTATION			
	Pricing	**50**	**n/a**
	Total Points	110	n/a

Technical Quotation Content Requirements

The Respondent shall provide a written quotation in PDF format. The quotation to undertake the project shall include a clear outline, including the general items listed below, but also include other considerations based on the Respondent's understanding of the project. Failure to provide the requested information will negatively affect the scoring of the quotation in the evaluation process. All submissions shall utilize the headings in the Technical Quotation 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. **Pricing is not to be provided in the Technical Quotation.**

ITEM #	DESCRIPTION

	Title Page
	Table of Contents
1.0	**Qualitative Quotation**
1.1	**Respondents Shall Provide:** **Corporate Profile** • Company profile; • Experience manufacturing and supplying railway rail products; • Description of similar supply contracts completed within the last five (5) years; • Three (3) references for comparable railway material supply contracts Respondents must complete Appendix H - References. ONTC reserves the right to contact any or all of the references provided to confirm experience.
1.2	**Respondents shall provide:** • Manufacturing source(s); • Inventory and supply chain strategy; • Expected lead times; • Ability to deliver the Estimated Base Quantities (detailed in Appendix B - The Deliverables) by **April 30, 2027** and, any additional approved quantities, up to the Estimated Maximum Quantities (detailed in Appendix B - The Deliverables), by **June 30, 2027** • Ability to secure rail production capacity, manage lead times, and support future quantity increases. • Approach for maintaining supply continuity throughout the agreement term. Respondents who cannot deliver the material by the critical timelines detailed in the RFQ, may be deemed non-compliant and removed from further consideration. Respondents shall demonstrate reliable supply sources, proven inventory management practices, strong manufacturing relationships, and the ability to accommodate varying volume requirements. The Respondent shall identify the proposed manufacturing and supply source for each Deliverable and provide sufficient information for ONTC to assess the anticipated tariff and import implications of the proposed supply arrangement. The Respondent shall describe: • the country of manufacture and country of export; • the proposed route into Canada; • the anticipated tariff classification;

	• any applicable tariffs, duties or surtaxes; • the Respondent's ability to support ONTC acting as importer of record; and • any alternative manufacturing or supply sources that may reduce tariffs, import costs or supply-chain risks. The Respondent shall notify ONTC of any anticipated change to the proposed manufacturing or supply source. Any change following Contract award will be subject to ONTC's prior written approval.
1.3	**Respondents shall complete Appendix F and demonstrate compliance with:** • Product specifications; • Compliance with rail specifications, certifications, testing requirements, and quality control processes. • Applicable material drawings and specifications; • Availability of applicable material drawings and technical documentation. • Packaging requirements; • Documentation requirements. Respondents who cannot provide material drawings and specifications may be deemed non-compliant and removed from further consideration. Respondents shall complete Appendix F and provide supporting documentation demonstrating compliance with the requirements of this RFQ.
1.4	**Respondents Shall Provide:** • A brief description of their understanding of railway material supply requirements; • Information regarding the locations of facilities, workforce, and supply chain resources that will be utilized in the performance of the Deliverables; • A description of any Ontario or Canadian supply chain participation associated with the proposed Deliverables; and • A description of any anticipated economic benefits associated with the proposed supply chain, where applicable.

G. PRICE EVALUATION METHOD

Pricing is worth **50 points** of the total score.

For evaluation purposes, ONTC will calculate each Respondent's **Total Evaluated Price**, consisting of:

1. the Total Bid Price submitted in Appendix E; and
2. the Evaluated Import Charges applicable to the proposed Deliverables.

The Total Evaluated Price will be calculated as follows:

Total Bid Price + Evaluated Import Charges = Total Evaluated Price

“Evaluated Import Charges” means the Import Charges (defined above in Appendix B (RFQ Particulars) at Section A) that ONTC reasonably expects would apply to the proposed Deliverables if imported into Canada.

Respondents shall complete the Import Charge Evaluation Schedule in Appendix E and disclose the country of manufacture, country of export, proposed HS code, estimated customs value for duty, applicable tariff or surtax rate(s) and estimated Import Charges for each proposed item.

Where the proposed Deliverables are not expected to be subject to Import Charges, the Respondent shall enter “$0” and provide sufficient information supporting that position.

ONTC may correct mathematical errors or inconsistencies in the calculation of Evaluated Import Charges without changing the Respondent’s underlying product, manufacturing source, country of origin or submitted bid price. ONTC may also verify or recalculate the Evaluated Import Charges as it deems appropriate, including by using:

- the product and manufacturing information submitted by the Respondent;
- the proposed country of manufacture and country of export;
- the proposed tariff classification;
- the applicable governmental tariff measures reasonably expected to apply as of the Submission Deadline;
- any clarification or supporting documentation obtained in accordance with this RFQ.
- potential, pending, discretionary or unapproved remissions, refunds, rebates, drawbacks, exemptions or other Governmental Relief will not be deducted from the Total Evaluated Price; and
- Import Charges that arise and/or become applicable to the Deliverables after the Submission Deadline.

ONTC may account for Governmental Relief in the evaluation of Evaluated Import Charges only where the Respondent provides evidence satisfactory to ONTC that the relief:

- is legally available and applicable to the proposed Deliverables as of the Submission Deadline;
- does not depend on a future discretionary approval; and
- will reduce the Import Charges payable in connection with the Deliverables.

Pricing points will be calculated using the following formula:

Lowest Total Evaluated Price ÷ Respondent’s Total Evaluated Price × 50 = Respondent’s Pricing Points

The inclusion of Evaluated Import Charges in the Total Evaluated Price is solely for evaluation purposes. It does not determine whether ONTC or the Supplier will act as importer of record or which party will initially pay the Import Charges under the resulting Agreement.

Required Pricing Information

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

APPENDIX C - SUBMISSION FORM

1. Respondent Information

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

2. Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders 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 Bidder 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 respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, 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 Ontario Northland and the respondent unless and until Ontario Northland and the respondent execute a written agreement for the Deliverables.

5. Ability to Provide Deliverables

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

6. Non-Binding Pricing

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

7. Addenda

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

8. Communication with Competitors

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

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

(a) it has prepared its quotation 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 quotation; or
(v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

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

Disclosure of Communications with Competitors

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

_____

_____

_____

_____

_____

_____

9. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

10. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. 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 quotation; **AND** (b) were employees of Ontario Northland within twelve (12) months prior to the Submission Deadline.

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

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

❑ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

_____

_____

_____

_____

11. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, 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 respondent hereby consents to the disclosure, on a confidential basis, of this quotation by Ontario Northland to the advisers retained by Ontario Northland to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

12. **Execution of Agreement**

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

13. **Travel**

To the extent that travel expenses are expressly provided for under the written agreement for the Deliverables, the bidder 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 Respondent Representative

_____

Name of Respondent Representative

_____

Title of Respondent Representative

_____

Date

I have the authority to bind the respondent.

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 <u>one</u> 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

We,_____
(*Name of Respondent)*

having carefully examined, understood, and completed the Request for Quotations Documents as described in The RFQ Documents, and Addenda No. ___to No. __, inclusive, and having familiarized ourselves thoroughly with local conditions, hereby agree to **Supply and Deliver the CWR and 80' Rails** as outlined in Appendix B - The Deliverables.

1. Pricing Instructions

Respondents shall complete this Schedule of Prices in its entirety.

All pricing shall:

- be stated in Canadian dollars;
- exclude HST;
- include all costs associated with manufacture, treatment where applicable, testing, inspection, packaging, storage, handling, loading, transportation, freight and delivery of the Deliverables to the applicable ONTC delivery location; and
- exclude separately identified Import Charges, which must be disclosed in the Import Charge Evaluation Schedule.

Respondents shall not incorporate tariffs, customs duties, surtaxes, brokerage charges, customs clearance charges or other Import Charges into their unit prices or extended prices.

For evaluation purposes, ONTC will add the Total Evaluated Import Charges to the Total Bid Price to establish the Total Evaluated Price.

Respondents are responsible for providing complete and accurate manufacturing-source, product-origin, tariff-classification and import-charge information. ONTC reserves the right to verify the information and correct mathematical, calculation, or other errors for evaluation purposes.

The inclusion of Evaluated Import Charges in the Total Evaluated Price does not constitute authorization for the Supplier to incur or invoice those charges to ONTC. As described above in Section A of Appendix B (RFQ Particulars), ONTC will only be responsible to pay or reimburse the successful Respondent for Evaluated Import Charges where the Respondent: (i) actually incurs the Evaluated Import Charge(s) upon importation of the Deliverables, (ii) provides ONTC with official customs documentation and proof of payment for each Evaluated Import Charge incurred, and (iii) invoices ONTC for Evaluated Import Charges at actual documented cost without markup.

In accordance with the terms of the Agreement, ONTC shall be responsible for Unforeseen Tariffs as defined therein. Respondents pricing should therefore not include amounts for costs anticipated in relation to Unforeseen Tariffs..

2. Pricing Evaluation

Pricing evaluation will be based solely on the Total Evaluated Price calculated in Schedule D.

Pricing submitted in Schedule B is mandatory but will not be included in the pricing evaluation.

3. Contract Term Pricing

The unit prices submitted in this Appendix shall remain firm for the initial one (1) year term of the Agreement.

Should ONTC exercise any renewal option, pricing for the applicable renewal term(s) may be negotiated between ONTC and the successful Respondent prior to execution of the renewal.

4. Cost Breakdown Information

Respondents shall attach any supporting cost breakdowns, assumptions, or pricing details applicable to the pricing submitted in this Appendix.

Schedule A - Base Pricing Schedule

Item	Unit	Estimated Maximum Quantity	Unit Price	Extended Price
Continuous Welded Rail (CWR)	Foot	192,000	$_____	$_____
80-Foot Rail Lengths - 115 RE HH	Foot	52,800	$_____	$_____
			Total Bid Price (Excluding HST)	$

Note: Schedule A will be used for pricing evaluation purposes only. The Total Bid Price shall be calculated using the estimated quantities identified in Schedule A. The quantities shown are estimates only and do not represent a guarantee of purchase by ONTC.

Schedule B - Additional Items

Item	Unit	Unit Price
Insulated Rail Assemblies - 115 RE HH	Each	$_____
Transition Rail Assemblies - 115 RE HH	Each	$_____
40-Foot Rail Lengths - 136 RE HH	Foot	$_____
Insulated Rails Assemblies - 136 RE HH	Each	$_____
Transition Rail Assemblies - 136 RE HH	Each	$_____

Note: Schedule B pricing is mandatory and may be used by ONTC for purchases made under the resulting Agreement. Pricing in Schedule B will not form part of the evaluated price.

Schedule C - Import Charge Evaluation Schedule

Item	Country of Manufacture	Country of Export	Proposed HS Code	Estimated Customs Value for Duty	Applicable Tariff / Surtax Rate(s)	Estimated Import Charges
Continuous Welded Rail (CWR)				**$**	**%**	**$**
Insulated Rail Assemblies - 115 RE HH						
Transition Rail Assemblies - 115 RE HH						
40-Foot Rail Lengths - 136 RE HH						
Insulated Rails Assemblies - 136 RE HH						
Transition Rail Assemblies - 136 RE HH						
Total Evaluated Import Charges				**$**	**%**	**$**

Supporting information

Respondents shall attach the assumptions and supporting information used to calculate the Estimated Import Charges.

Where different components of an item originate from different countries or are subject to different tariff classifications, the Respondent shall provide a separate calculation for each applicable component.

Any Import Charges disclosed in this schedule:

- will be used to determine the Total Evaluated Price;
- shall not be included in the Respondent's unit prices or extended prices;
- do not constitute authorization for the Supplier to invoice those charges to ONTC; and
- remain subject to verification by ONTC.

Schedule D - Total Evaluated Price Summary

Evaluated Component	**Amount**
Total Bid Price	$
Total Evaluated Import Charges	$
Total Evaluated Price	**$**

The Total Evaluated Price will be used solely for evaluation and ranking purposes. Actual amounts payable under the Agreement will be determined in accordance with the Supplier's contracted pricing, the applicable purchase order, ONTC's importer-of-record election and the actual documented Import Charges incurred.

APPENDIX F - ACKNOWLEDGEMENT TO COMPLY WITH SPECIFICATIONS

Respondents acknowledge that they have reviewed Appendix B - RFQ Particulars and confirm that the products offered comply with the requirements and specifications of this RFQ, except as specifically identified below.

(Check one) YES_____; NO_____

Respondents acknowledge that they can supply the Deliverables identified in Appendix B in accordance with the requirements of this RFQ.

(Check one) YES_____: NO_____

Respondents confirm ability to deliver the FY2028 Base Quantities by **April 30, 2027**.

(Check one) YES_____: NO_____

Respondents confirm their ability to deliver any approved additional quantities up to the FY2028 Maximum Quantities by **June 30, 2027**.

(Check one) YES_____: NO_____

Respondents who cannot comply with any requirement shall identify the exception(s) in the tables below and provide details of any proposed equivalent product.

Respondents must complete the chart below and shall include supporting documentation, drawings, specifications, certifications, and product literature sufficient to demonstrate compliance.

Respondents must meet all minimum specifications and requirements identified in Appendix B - RFQ Particulars. If the Respondent identifies an alternate or equivalent product, complete details shall be provided in the "Details" column and supporting information shall be attached.

Any exceptions, assumptions, limitations, deviations, or alternate products proposed by the Respondent shall be clearly identified in the applicable comments field or attached as a separate schedule.

General Compliance Requirements

Requirement	Comply (Yes/No)	Comments/Exceptions
Respondent acknowledges quantities are estimates only and may increase or decrease during the contract term.		
Respondent acknowledges purchases remain subject to approved funding and budget availability.		
Respondent has disclosed all exceptions, assumptions, limitations, or deviations from the RFQ requirements.		

Requirement	Comply (Yes/No)	Comments/Exceptions
Respondent can provide required material certifications and supporting documentation.		

Importation and Tariff Compliance

Requirement	Comply Yes / No	Comments / Exceptions
The Respondent has disclosed the country of manufacture and country of export for each proposed Deliverable.		
The Respondent has disclosed the proposed HS code and estimated Import Charges for each proposed Deliverable.		
The Respondent acknowledges that ONTC may elect, on a shipment-by-shipment basis, to act as importer of record.		
The Respondent will comply with the importer-of-record and shipping instructions identified in the applicable purchase order or written shipping instructions.		
The Respondent will provide all customs, origin, manufacturing, classification, shipping and payment documentation reasonably required by ONTC or its customs broker.		
Any Import Charges authorized for reimbursement by ONTC will be invoiced at actual documented cost without markup.		
The Respondent will cooperate with ONTC in relation to any application for Governmental Relief.		
The Respondent will not change the disclosed manufacturing source, country of manufacture, country of export or tariff classification without ONTC's prior written approval.		

General Requirements Applicable to All Rail Products

Description	Comply	Other	Details
Materials are new and unused			

Description	Comply	Other	Details
Products comply with applicable AREMA standards			
Mill test certificates available upon request			
Material certifications available upon request			
Products suitable for heavy haul railway applications			
Products free from defects in materials and workmanship			
Packaging suitable to prevent damage during transportation and storage			
Delivery capability throughout contract term			
Ability to accommodate approved quantity increases			
Bills of Lading, shipping documentation, and advance shipment notices will be provided electronically to the ONTC-designated distribution email address for each shipment			

Product Identification, Manufacturing and Technical Information

Description	Comply	Other	Details
Proposed rail section/profile identified			
Steel grade identified			
Manufacturing source identified			
Country of manufacture disclosed			
Country of export disclosed			
Applicable manufacturing standards identified			
Supporting technical documentation provided			
Lead times disclosed			
Minimum order quantities disclosed (if applicable)			
Assumptions, limitations, or exceptions disclosed			

Continuous Welded Rail (CWR)

Description	Comply	Other	Details
Supply of new Continuous Welded Rail			
Rail supplied in approximately 1,600-foot lengths			
Rail manufactured in accordance with AREMA standards			
Rail profile as specified by ONTC			
Rail test documentation provided upon request			
Rail suitable for ONTC railway infrastructure			
Delivery schedule requirements can be met			

40 & 80-Foot Rail Lengths

Description	Comply	Other	Details
Supply of new rail sections			
Rail lengths approximately 40 feet and/or 80 feet			
Rail manufactured in accordance with AREMA standards			
Rail profile as specified by ONTC			
Rail suitable for ONTC railway infrastructure			
Delivery schedule requirements can be met			

Insulated Rail Assemblies

Description	Comply	Other	Details
Supply of factory-manufactured insulated rail assemblies			
Suitable for railway signal system applications			
Compatible with rail profile specified by ONTC			
Supporting drawings and specifications available			
Suitable for heavy haul railway service			
Delivery schedule requirements can be met			

Transition Rail Assemblies

Description	Comply	Other	Details
Supply of factory-manufactured transition rail assemblies			
Compatible with rail profiles specified by ONTC			
Designed for rail section transitions			
Supporting drawings and specifications available			
Suitable for railway infrastructure applications			
Delivery schedule requirements can be met			

Delivery and Documentation Requirements

Description	Comply	Other	Details
Ability to coordinate deliveries with ONTC			
Packing slips provided with each shipment			
Advance shipment notification can be provided			
Products protected against damage during transport			
Respondent can meet stated lead times			

APPENDIX G - HEALTH, SAFETY AND ENVIRONMENTAL

Respondents shall review and complete the following as part of their submissions:

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 - REFERENCES

The Respondent must provide details for three (3) customer references related to comparable contracts for the manufacture and/or supply of railway rail products completed within the last five (5) years. **ONTC is <u>NOT</u> to be listed as a Reference.**

Reference #1

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

Reference #2

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

Reference #3

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