

## Request to Qualify and Quote

Project Name: PRESTO Cash Collection  
Services

Request Number: RQQ-2017-VM-148



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## 1.0 Definitions

In this Request Document,

- 1.1 **"Addenda"/"Addendum"** is the formal release of additions, deletions, revisions, clarifications to this Request Document that form a part of the Contract as specified in Section 3.1.4 of Instructions to Proponents.
- 1.2 **"Business Day"** means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business.
- 1.3 **"Closing"** means, the deadline for Metrolinx to receive Submissions as specified in Section 3.1.1 (e).
- 1.4 **"Conflict of Interest"** means:
  - 1.4.1 in relation to this RQQ 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 Metrolinx in the preparation of its Submission that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in this RQQ Process (including but not limited to the lobbying of decision makers involved in this RQQ Process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of this RQQ Process; or
  - 1.4.2 in relation to the performance of its contractual obligations contemplated in the Contract that is the subject of this procurement, 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.
- 1.5 **"Contractor"** has the meaning ascribed to it in the Articles of Agreement.
- 1.6 **"Contract"** has the meaning ascribed to it in the Articles of Agreement.
- 1.7 **"Contract Documents"** means the Contract and those documents listed in Appendix "B" – Contractor's Scope of Services and any written amendments thereto as agreed to by the Parties.
- 1.8 **"Corporate Firm"** means any one of the following: a) the Proponent, b) the Proponent and its Subcontractors, or c) the Joint Venture, responding to the Request Document.
- 1.9 **"EBS"** means Electronic Bid Submission.
- 1.10 **"E-Bid Authorized Signer"** is the designated individual in the Proponent's organization who has the authority to bind the Proponent to each and every term, condition, article and obligation of the Request Document and any resultant Contract.
- 1.11 **"E-Bid Confirmation Number"** is the receipt received by a Proponent from MERX indicating that the Submission was uploaded successfully.

- 1.12 **"Evaluation Committee"** means the representatives chosen to evaluate the Submissions based on the Evaluation Criteria outlined in this Request Document.
- 1.13 **"Evaluation Criteria"** means the criteria for scoring the Submission as stated in Section 5.2 – Request Evaluation Criteria, of Request Evaluation Criteria and Selection Process herein.
- 1.14 **"FIPPA"** shall have the same meaning ascribed in Section 3.11 of Instructions to Proponents.
- 1.15 **"General Conditions"** shall have the meaning ascribed in Section 3.1.1 of Instructions to Proponents.
- 1.16 **"Joint Venture"** means a business arrangement of two or more parties proposed for this RQQ Process further described in Section 3.6 of Instructions to Proponents.
- 1.17 **"Metrolinx"** means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.
- 1.18 **"Option"** means a component of the Services that is to be exercised at the sole discretion of Metrolinx.
- 1.19 **"Participant in Charge"** shall have the same meaning ascribed in Section 3.6.3 of the Instructions to Proponents.
- 1.20 **"Parties"** means both of Metrolinx and the Contractor and a "Party" means either one of them.
- 1.21 **"Procurement Office"** means the Metrolinx Procurement Services office located at 277 Front Street West, Toronto, Ontario, Canada, M5V 2X4.
- 1.22 **"Procurement Representative"** means the following individual in the Procurement Services Department:

Robert Cava, Procurement Officer	
Telephone number	(416) 202-5849
Email	Robert.Cava@metrolinx.com

- 1.23 **"Proponent"** means the legal entity that remits a Submission in response to this Request Document and who if selected for award shall execute the Contract with Metrolinx for provision of the Services.
- 1.24 **"Rates"** shall have the same meaning given in Section 7.0 of Attachment #1 – Contract Prices.
- 1.25 **"Request Document"** means this Request to Qualify and Quote document comprised of sections listed in the Table of Contents, issued by Metrolinx for the Services to be provided, and any Addenda thereto.
- 1.26 **"Request Document Forms"** means any sections of this Request Document which requires completion and must be included with the Submission.

- 1.27 **"RQQ Process"** means the Request to Qualify and Quote procurement process set out in the Request Document herein.
- 1.28 **"Scope of Services"** means the scope of work described in Appendix "B".
- 1.29 **"Services"** means the Scope of Services.
- 1.30 **"Subcontractor"** means an individual, firm, partnership, corporation or design professional having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Services as identified in the Submission.
- 1.31 **"Submission"** means all documentation and other materials and information submitted by the Proponent in response to this Request Document or in respect of this RQQ Process.
- 1.32 **"Technical Submission"** means the Proponent's response to Section 4.3 - Submission Content of Request Submission Requirements herein and any additional information requested by Metrolinx.
- 1.33 **"VPM"** shall have the meaning ascribed in Section 3.16.1 of Instructions to Proponents.
- 1.34 **"VPR"** shall have the meaning ascribed in Section 3.16.2 of Instructions to Proponents.

## 2.0 Introduction

### 2.1 General

- 2.1.1 Metrolinx, an agency of the Government of Ontario under the *Metrolinx Act, 2006*, was created to improve the coordination and integration of all modes of transportation in the Greater Toronto and Hamilton Area. The organization's mission is to champion, develop and implement an integrated transportation system for our region that enhances prosperity, sustainability and quality of life.

Metrolinx presently operates GO Transit, Union Pearson Express (UPX), and PRESTO and is overseeing the Rapid Transit Implementation (RTI) and Regional Express Rail (RER) initiatives.

PRESTO is an automated fare collection system that allows customers, using a single contactless fare card, to access eleven (11) transit systems in the Greater Toronto, Hamilton and Ottawa areas that provide multiple modes of transit (e.g. buses, subways, trains). The PRESTO card is intended to help increase transit ridership and operational efficiency, improve the customer experience, and support the ever-increasing demand for intra and inter regional transit integration through the use of a single fare medium. Additional information is available on the Metrolinx website ([www.Metrolinx.com](http://www.Metrolinx.com)) and at the following URL: <https://www.prestocard.ca/en/about/additional-information>.

- 2.1.2 Metrolinx is issuing this Request to Qualify and Quote to retain a Proponent to provide the goods and/or services described herein. Metrolinx intends to award a Contract through an open, fair and competitive process.
- 2.1.3 You are invited to submit your Submission for PRESTO Cash Collection Services, as more particularly described in this Request Document as required by Metrolinx, which Work relates to cash collection services, including secure armoured vehicle services, transportation, and deposit of cash and coins collected from fare collection devices located at streetcar carhouses / garages, transit stops and subway stations / terminals throughout Toronto.

## 3.0 Instructions to Proponents

### 3.1 Submission Instructions

#### 3.1.1 General

- (a) The Request Documents shall be read as a whole. The Schedules, Appendices and Addenda, if any, constitute an integral part of this RQQ Process and are incorporated by reference. The documents included in this Request Document (with the exception of any Addenda that may be issued subsequently) include all documents noted in the Table of Contents.
- (b) **\*\*\*NOTE: ELECTRONIC BID SUBMISSION**  
  
Your Submission for this opportunity must be made to Metrolinx through the use of **MERX EBS**. Proponents shall be solely responsible for the delivery of their Submission using MERX EBS by the Closing, in accordance with the Submission Instructions herein.
- (c) Your Submission is to be firm and irrevocable for one hundred and twenty (120) calendar days from the Closing.
- (d) Your Submission will be evaluated in accordance with the Request Evaluation Criteria and Selection Process as outlined in this Request Document.
- (e) RQQ Timetable

Milestone	Date
Issuance of Request Documents	January 02, 2018
Deadline to Submit Questions	January 18, 2018
Last day for issuance of Addenda	January 25, 2018
Closing	January 30, 2018 3:00 p.m Toronto, ON Time
Estimated Start of Services	April 1, 2018

Metrolinx may, without liability, cost or penalty and in its sole discretion amend the RQQ Timetable.

#### 3.1.2 Request Enquiries

- (a) All written enquiries and other communications prior to full Contract execution are to be directed solely to the Procurement Representative.
- (b) Any questions concerning the Request Documents, the contents herein, or the Services contemplated herein are to be directed, in writing, to Procurement Representative as specified in Section 1.22 prior to the deadline for submitting questions. No questions or requests for clarifications, changes or amendments of Request Documents shall be entertained after this time regardless of the reason.



- (c) All questions/requests for clarification related to the Request Documents are to be submitted via e-mail to the attention of the Procurement Representative using the Question and Answer Template which is a fillable file attached separately as:

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In the above-mentioned file, indicate for each question being submitted the page, drawing, section number (as applicable) and details of the specific question/clarification requested. For each set of questions submitted by the Proponent, a new copy of the above referenced Question and Answer Template should be submitted.

- (d) When necessary, revisions to, or clarifications of the Request Documents will be incorporated into a written addendum issued by the person identified herein. Information regarding the Request Documents or the Services, whether provided by the person identified herein, or from any other source, whether verbally or in writing, shall be considered informal and Metrolinx shall not be bound by, or liable for, any such information unless incorporated into a written addendum.

### 3.1.3 Mandatory Site / Information Meeting

Not Applicable

### 3.1.4 Addenda / Changes to the Request Documents

- (a) In the event that Metrolinx determines in its sole discretion, that clarifications of, or revisions to the Request Documents are required, all Proponents who received copies of the Request Documents shall be advised of such clarifications or revisions during the period by written addenda. Such addenda shall become part of the Request Documents and the contents thereof shall be allowed for in the prices bid for the Services.
- (b) It is the Proponent's responsibility to ensure that they have received copies of all Addenda, and to ensure that the Addenda have been considered in their Submission. Addenda, if applicable, will be issued through MERX. Information concerning the number of Addenda issued and the date of issue of the most recent Addendum can be found at [www.merx.com](http://www.merx.com) for this RQQ Process. Proponents are urged to select automatic notification of Addenda issuance when registering on MERX.
- (c) The Proponent, when ascertaining if copies of all Addenda issued have been received, shall be responsible for allowing sufficient time prior to the Closing to receive any missing Addenda and to review and allow for the contents thereof in the Submission.
- (d) The Proponent shall submit the Submission using the most current Request Document Forms as issued via Addenda. Failure to use the most current pages of the Request Document Forms may result in the Submission being found non-compliant and disqualified.

### 3.1.5 Request Submission

- (a) Proponents remitting a Submission to Metrolinx shall exercise extreme care when completing and submitting all Request Document Forms.

- (b) Proponents shall examine carefully the whole of the Request Documents and any data referred to therein. They shall make the necessary investigations to inform themselves thoroughly as to the character and magnitude of the Services.
- (c) The Proponent shall not claim at any time after the Closing and/or after notification of award of the Contract that there was any misunderstanding or uncertainty in regard to the Request Documents or any of the contents therein. No plea of ignorance of conditions which exist, or any conditions or difficulties that may be encountered, shall be accepted as a reason for failure to complete the Contract or as a basis for claims for additional compensation or extension of time.
- (d) Your Submission shall be completed fully in a clear and comprehensible manner.
- (e) Submissions shall be remitted electronically through MERX EBS only. Submissions sent in any other manner shall be deemed non-responsive and automatically disqualified.
- (f) The Submission shall be submitted on the original Request Document Forms as issued by Metrolinx through the MERX website and except for designated sections where the Proponent is to enter information, the Request Document and Request Document Forms shall not be altered in any way including, but not limited to, write-ins, strike-outs of the pre-printed provisions or any other conditional or qualifying statements.
- (g) Any Submission which contains such conditional and/or qualifying statements shall be deemed non-compliant and disqualified unless such conditional and/or qualifying statements are withdrawn in writing by the Proponent, upon request by Metrolinx.
- (h) If during the preparation of their Submission, the Proponent desires to make a change which requires correction, alteration or erasure to any information previously entered in a designated section of the Submission by the Proponent, documents that have been uploaded to MERX using EBS can be added, removed and/or re-submitted as often as required at any time, prior to Closing.

Any Submission documents that are attempted to be uploaded via MERX EBS after the Closing has occurred (as confirmed by the MERX Audit Report) shall be automatically rejected by Metrolinx, regardless of the reason for lateness.
- (i) All prices shall be firm and quoted in Canadian funds. The prices quoted in the Submission shall represent full payment for all such Services as is necessary for the proper completion of the Contract.
- (j) Submissions must be remitted on MERX by the Proponent's E-bid Authorized Signer.
  - (i) NOTE: The Proponent can have only one (1) E-Bid Authorized Signer which is to be used for any EBS submission process.
  - (ii) The E-Bid Authorized Signer does not have to be either the person placing the order for the Request Document on MERX, nor do they have to be subscribed to MERX. Once an E-Bid Authorized Signer has been setup, a letter will be sent via email to the E-Bid Authorized Signer.

- (iii) For the purposes of a Joint Venture, the E-Bid Authorized Signer of the Participant-in-Charge shall remit the Submission.
- (k) Submission must be remitted electronically through the MERX EBS system. For assistance in using MERX EBS, please watch the online Electronic Bid Submission tutorial at: <http://www.youtube.com/watch?v=To0fgSccw3M> . Alternatively, you can contact MERX directly at 1-800-964-MERX **(6379)** or visit the MERX website at [www.merx.com](http://www.merx.com) for further instruction or assistance regarding EBS and/or E-Bid Authorized Signer registrations.
  - (i) Please review the E-bid checklist on MERX as this will provide some general assistance regarding uploading of documents.
  - (ii) It is the Proponent's sole responsibility to ensure that all required information for their Submission is uploaded to MERX via EBS. Failure of the Proponent to include all required items may result in the Proponent's Submission being deemed non-responsive and disqualified.
  - (iii) The largest individual file size that can be submitted through MERX is 100MB, although there is no limit to the number of files that can be submitted. If any individual file size is over 100MB, the Proponent's submission can be split into multiple parts, and submitted as clearly labelled, multiple files once the submission has been broken up into files of 100MB or smaller.
  - (iv) MERX places no restriction on file format and does not convert or zip files during the upload process.
  - (v) In order to complete the Submission, the on-line authorization of the Proponent's E-Bid Authorized Signer will be required. It is the Proponent's sole responsibility to have an E-Bid Authorized Signer PIN number issued from Merx at least one (1) day prior to Closing. Visit [tenders.merx.com/RequestEBSPin](http://tenders.merx.com/RequestEBSPin) to request a PIN for the Proponent's E-bid Submission Authorized Signer.
- (l) Information contained in the most recent Submission remitted via MERX EBS and received prior to the Closing will take precedence over the information contained in previously received Submissions from the Proponent.
- (m) The Proponent may withdraw a Submission at any time prior to the Closing specified by Metrolinx by logging into MERX on the E-bid Submission screen locating the opportunity and clicking 'Delete' for the opportunity in question. Once deleted, an E-bid is given the status 'Not Submitted'

### 3.1.6 Submission Deadline

- (a) Submissions must be fully uploaded via MERX EBS by the Closing. Any Submission or portions thereof received after the Closing (as confirmed by MERX Audit Report) shall be deemed non-responsive and the entire Submission shall be disqualified regardless of the reason for lateness. The Proponent shall remit the Submission with sufficient time to ensure its arrival before the Closing.
  - (i) It is recommended by MERX to allow at least four (4) hours to remit the Submission via EBS, which shall provide the Proponent with the opportunity to upload all documents and resolve any potential issues

that may arise. If you have many large documents or you are not running on high speed internet access you may want to give yourself additional time. If the problem persists, call MERX directly at 1-800-964-MERX (6379). Metrolinx staff will be unable to assist with any EBS related issues.

- (ii) If the Proponent attempts to remit their Submission, or portions thereof, after the Closing, such documents shall not be accepted by the MERX system.
  - (iii) In the event that the MERX system allows late Submissions, this will not supersede any stipulations herein regarding late submissions.
- (b) Upon successful completion of the EBS process, the Proponent shall be provided with an E-bid Confirmation Number. All reports are kept on the Proponent's MERX account for seven (7) years after the Closing.
  - (c) Notwithstanding the above, Metrolinx reserves the right to postpone the Closing at which time all potential Proponents shall be advised of the new Closing by way of Addenda.
  - (d) After the Closing has occurred, all Submission received will be opened by Metrolinx staff. There shall be no public access to this opening. Upon execution of the final Contract, all Proponents that have remitted a Submission shall be notified in writing of the results of the award to the successful Proponent. Results of the award to the successful Proponent shall also be posted on the Metrolinx website at [www.metrolinx.com/tenders](http://www.metrolinx.com/tenders) under "Bid Award Results" (Request to Qualify and Quote) and/or the MERX website at [www.merx.com/metrolinx](http://www.merx.com/metrolinx) (search "Metrolinx" or the Request Number and select "Awards").
  - (e) All documentation received by Metrolinx with regards to this RQQ Process will be retained by Metrolinx and will not be returned to the Proponent.

### 3.1.7 Clarification of Submissions

- (a) Metrolinx reserves the right, within one hundred and twenty (120) calendar days following the Closing, to request that any Proponent clarify its Submission and such Proponents shall submit responses to such request within five (5) Business Days following receipt of such request or within such shorter time as Metrolinx may require. Metrolinx may, in its sole discretion, choose to meet with some or all of the Proponents to discuss aspects to their Submission. Metrolinx may require Proponents to submit information clarifying any matters contained in their Submission or Metrolinx may prepare a written interpretation of any aspect of a Submission and seek the respective Proponent's acknowledgement of that interpretation.
- (b) Such information accepted by Metrolinx, for purposes of clarification, and written interpretations which have been acknowledged by the relevant Proponent shall be considered to form part of the Submission of those Proponents.
- (c) After the Closing, only information specifically requested by Metrolinx for purposes of clarification shall be considered as additions to a Proponent's Submission.

- (d) Metrolinx is not obliged to seek clarification of any aspect of a Submission.

### 3.1.8 Proponent Qualifications

- (a) Refer to Request Submission Requirements for the required corporate qualifications and experience pertaining to this Request Document.

### 3.1.9 Insurance

- (a) Workplace Safety and Insurance Clearance Certificate - The Proponent to whom this Contract is awarded must furnish a valid Workplace Safety and Insurance Clearance Certificate for the premium rate class, subclass or group as appropriate for the Services of this Contract, as issued by the Workplace Safety and Insurance Board, within five (5) Business Days, of notification of acceptance of its Submission by Metrolinx. Failure by the Proponent to comply with this requirement shall result in the Contract award being declared VOID.
- (b) Liability Insurance
- (i) As a condition of award of this Contract, the Proponent shall provide to Metrolinx certificates for the following types of insurance in the amounts specified within five (5) Business Days of notification of acceptance of its Submission by Metrolinx:
- 1) Commercial General Liability Insurance in an amount of not less than five million dollars (\$5,000,000.00) per occurrence;
  - 2) Crime including in transit Insurance in an amount of not less than five million dollars (\$5,000,000.00) per occurrence; and
  - 3) Cyber Insurance in an amount of not less than five million dollars (\$5,000,000.00) per claim;
  - 4) Automobile Liability Insurance for owned and non-owned vehicles in an amount of not less than five million dollars (\$5,000,000.00) per occurrence.
- (ii) The Certificate of Commercial General Liability Insurance, Crime Insurance and Cash In Transit Insurance shall reference the Contract name and number and include the following as additional insureds:
- a) Metrolinx; and
  - b) Toronto Transit Commission.
- (iii) All certificates of insurance shall include a provision requiring the insurer to give Metrolinx thirty (30) calendar days prior written notice of any changes to, or cancellation of the required insurance policies and confirmation that all policies with the exception of Errors and Omissions, include a waiver of subrogation against Metrolinx.
- (iv) Failure by the Proponent to comply with these requirements shall result in the award of the Contract being declared VOID.

### 3.1.10 Parent Company Indemnity

If requested by Metrolinx, as a condition of award of Contract, a subsidiary company shall be required to submit a 'Guarantee' from its parent company, included and provided for in Appendix "D" – Documents, or in a form satisfactory to Metrolinx and agrees to provide all the necessary financial and technical support for the proper completion of the said Contract and shall guarantee the performance of the said Contract in accordance with the terms and conditions, including timely completion thereof, and agrees to guarantee the Services for the warranty period(s) stipulated therein.

## 3.2 Nature of Agreement

The Scope of Services set out in Appendix "B" attached hereto shall be included in and form part of the Contract. Remitting a Submission constitutes acknowledgement that the Proponent has read and agrees to perform the Services.

## 3.3 Rights of Metrolinx

Metrolinx reserves the right, in its sole discretion:

- 3.3.1 to cancel this RQQ Process and/or any acceptance of a Submission prior to final execution of the Contract by Metrolinx, for any reason, without any obligation or any reimbursement to the Proponent;
- 3.3.2 to reject any or all Submissions. The Submission with the lowest price will not necessarily be accepted. Metrolinx' selection shall be based on which Proponent has provided a Submission which Metrolinx determines, to provide the greatest value based on the Evaluation Criteria contained in the Request Document;
- 3.3.3 to disqualify any Submission which contains misrepresentations or any other inaccurate or misleading information;
- 3.3.4 to waive any requirement of the Request Documents or request amendment where, in the sole opinion of Metrolinx, there is an irregularity or omission in the information provided, that is not material to the Submission unless a specific consequence has been identified herein for the commission of such an irregularity or omission;
- 3.3.5 to waive the requirement to check references;
- 3.3.6 to not respond to a Proponent's questions;
- 3.3.7 to use its own experiences, and the experiences of any other third party, with the Proponent in previous contracts in order to evaluate the Proponent's performance.
- 3.3.8 to award or not award based on submitted references and/or references independently obtained by Metrolinx;
- 3.3.9 to award or not award based on the Proponent's experiences with Metrolinx or other departments or agencies within the Ontario government, if the Proponent:
  - (a) was previously given a "Notification of Award" of contract by a department or agency within the Ontario government and defaulted in proceeding with the work of the contract;
  - (b) has submitted false or misleading information in this Submission;

- (c) failed or refused to comply with any applicable federal, provincial or municipal law governing a bid or a prior contract with a department or agency within the Ontario government;
  - (d) had a previous contract with a department or agency within the Ontario government that was terminated for default in the past year; or
  - (e) is an affiliate of or successor to any corporation described in Sections 3.3.9(a) through (d) above, including any firm that is controlled within the meaning of the Ontario Business Corporations Act by the same person or group of persons who so controlled any corporation described in Sections 3.3.9(a) through (d) above
- 3.3.10 to request a listing of all projects, regardless of scope, complexity or estimated value, completed for or terminated by Metrolinx within the past three (3) years or currently active;
- 3.3.11 to distribute via Addenda, copies of any Proponent's questions received and responses provided by Metrolinx, to all Proponents who received the Request Documents;
- 3.3.12 to postpone the Closing, at which time all Proponents who received Request Documents shall be advised of the new Closing via written Addenda;
- 3.3.13 within one hundred and twenty (120) days following the Closing, to request that any Proponent clarify its Submission and such Proponents shall submit responses to such request within five (5) Business Days following receipt of such request or within such shorter time as Metrolinx may require;
- 3.3.14 to prepare a written interpretation of any aspect of a Submission and require the relevant Proponent's acknowledgement of the accuracy of that interpretation;
- 3.3.15 to request that a Proponent voluntarily withdraw its Submission without penalty where in the opinion of Metrolinx the Submission is substantially below internal budget estimates and therefore the Services would not be satisfactorily completed;
- 3.3.16 to correct arithmetical errors in any or all Submissions where such errors affect extended totals, the Total Estimated Contract Price, H.S.T. and/or Grand Total. Arithmetical corrections shall only be made based upon the unit prices submitted by the Proponent. Corrections to extension, sums, differences or other arithmetical operations based on the Total Estimated Contract Price submitted will be identified on the Request Document Forms (submitted by the Proponent) by Metrolinx and acknowledged in each instance by the initials of the Proponent's and Metrolinx's authorized signatories. Such corrections will become part of the Proponent's Submission. Failure of the Proponent to acknowledge such corrections shall result in its Submission being deemed non-responsive and disqualified;
- 3.3.17 to, upon failure of the Proponent whose Submission was accepted to fulfill the conditions of Section 3.4.2 herein, cancel award of Contract and consistent with industry practice, notify another Proponent who was determined to be qualified in accordance with the Request Evaluation Criteria stated herein and who submitted a responsive Submission; that its Submission has been accepted and, subsequent to the fulfillment of the conditions of Section 3.4.2 herein, that Proponent shall be deemed to be the successful Proponent and the Proponent to whom the Contract is awarded.



### 3.4 Contract to be Executed

- 3.4.1 Metrolinx shall notify the Proponent in writing of acceptance of its Submission by Metrolinx. Metrolinx will prepare the Articles of Agreement and bind it into the Contract Documents. Two (2) sets of Contract Documents will be forwarded to the Proponent for review and execution.
- 3.4.2 The Contract Documents shall be executed by the Proponent and returned to Metrolinx within five (5) Business days of notification to the Proponent that Metrolinx has accepted its Submission. Failure by the Proponent to execute and return the Contract Documents with the required Insurance Certificates and Workplace Safety and Insurance Clearance Certificate and any other documents as may be required within the specified time, shall result in the cancellation of the Contract award.
- 3.4.3 There shall be no binding contract for the supply of the Services unless and until Metrolinx and the Proponent, whose Submission has been accepted, have executed the written agreements contemplated in this Request Document. The Proponent shall not start the Services before the Contract has been executed by the Proponent and Metrolinx and all documents required by this Request Document, as a condition of award of the Contract, have been delivered to Metrolinx.

### 3.5 Conflict of Interest

- 3.5.1 The Conflict of Interest declaration included in the Form of Request shall be completed and provided with the Submission.
- 3.5.2 Examples of Conflict of Interest include but are not limited to:
  - (a) any director, officer, or employee or advisor of Metrolinx has any connection or relationship with, or any pecuniary interest in the Proponent or any Subcontractor thereof;
  - (b) the Proponent or any Subcontractor thereof is in possession of confidential information relating to the Services; and
  - (c) any director, officer or employee or advisor of Metrolinx who has knowledge of the Services has assisted the Proponent in the preparation of its Submission.
- 3.5.3 If, at the determination of Metrolinx in its sole discretion, a Proponent is found to be in a Conflict of Interest that cannot be resolved or the Proponent fails to disclose any actual or potential Conflict of Interest, Metrolinx may, at its sole discretion, disqualify the Proponent from the RQQ Process or terminate any agreement entered into with the Proponent pursuant to this RQQ Process.

### 3.6 Joint Ventures

- 3.6.1 If a Joint Venture is proposed, the Proponent shall state in its Submission the Joint Venture arrangements that form the basis on which the Joint Venture plans to carry out its obligations.
- 3.6.2 The Joint Venture shall not change its Joint Venture arrangement without the prior written approval of Metrolinx in its sole discretion in accordance with the process set out in Section 3.15.



- 3.6.3 One of the Joint Venture participants shall be nominated as being in charge during this RQQ Process and, in the event of a successful Submission during finalization of the Contract (the "Participant in Charge"). The Participant in Charge shall be authorized by the other joint venture participants to incur liabilities and receive instructions for and on behalf of any and all participants of the joint venture.
- 3.6.4 Each Joint Venture participant shall demonstrate its authorization of the Participant in Charge by submitting with their Submissions a power of attorney, or similar document, signed by a legally authorized representative of the Joint Venture participant.
- 3.6.5 All participants of the Joint Venture shall be legally liable, jointly and severally, during this RQQ Process and during the Contract for carrying out the obligations pursuant to the Contract.

### 3.7 Prohibited Contacts and Lobbying Prohibition

- 3.7.1 A Proponent, Proponent's team members and all of the Proponent's respective Subcontractors, advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RQQ Process.
- 3.7.2 Without limiting the generality of Section 3.7.1, neither Proponents or Proponent team members or any of their respective Subcontractors, advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RQQ Process, any directors, officers, employees and advisors of Metrolinx, other than the Procurement Representative.

### 3.8 Media Releases, Public Disclosures and Public Announcements

- 3.8.1 A Proponent shall not, and shall ensure that its advisors, employees, or representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press on the radio, television, internet, or any other medium) that relates to this RQQ Process, this Submission or any matters related thereto, without the prior written consent of Metrolinx.
- 3.8.2 A Proponent, Proponent's team members and all of the Proponent's respective advisors, employees and representatives shall not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Proponent or Submission or to publicly promote or advertise its own qualifications, interest in or participation in the RQQ Process without Metrolinx's prior written consent, which may be withheld in Metrolinx's sole discretion. Notwithstanding this item, the Proponent, Proponent's team members and all of the Proponent's respective advisors, employees and representatives are permitted to state publicly that it/they are participating in the RQQ Process.
- 3.8.3 For greater clarity, this section does not prohibit disclosures necessary to permit the Proponent to discuss the Request Document with prospective Subcontractors' participation in this RQQ Process.

### 3.9 Restriction on Communications Between Proponents – No Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of its own Submission or the Submissions of other Proponents. Proponents shall prepare and submit Submissions independently and without any connection, knowledge, comparison of information or arrangements, direct or

indirect, with any other Proponent. This obligation extends to all team members of a Proponent and all of the Proponent's respective advisors, employees and representatives.

### 3.10 Disclosure of Information

3.10.1 The Proponent hereby agrees that any information provided in its Submission, even where it is identified as being supplied in confidence, may be disclosed by Metrolinx where required by law, order of a court, or tribunal.

3.10.2 The Proponent hereby consents to the disclosure, on a confidential basis, of its Submission by Metrolinx to Metrolinx's advisors retained for the purpose of evaluating or participating in the evaluation of the Submissions.

3.10.3 Under Ontario's Open Data Directive, Metrolinx is required to publish certain procurement information. Accordingly, the Proponent acknowledges that, subject to any applicable FIPPA exemptions, Metrolinx may publish procurement data including but not limited to the names of the Proponents and the winning bid in accordance with Ontario's Open Data Directive. For more information, see: [www.ontario.ca/page/ontarios-open-data-directive](http://www.ontario.ca/page/ontarios-open-data-directive).

### 3.11 Freedom of Information and Protection of Privacy Act ("FIPPA")

Proponents are advised that Metrolinx may be required to disclose all, a part, or parts of a Proponent's Submission and a part or parts of any Submission pursuant to FIPPA.

### 3.12 Submission to Be Retained by Metrolinx

Metrolinx shall not return a Submission or any accompanying documentation submitted by a Proponent.

### 3.13 Confidential Information of Metrolinx

All information provided by or obtained from Metrolinx in any form in connection with the Submission process;

3.13.1 is the sole property of Metrolinx and shall be treated as confidential;

3.13.2 shall not be used for any purpose other than replying to the Request Document and the performance of any subsequent agreement; and

3.13.3 shall not be disclosed without prior written authorization from Metrolinx.

### 3.14 Proponents Shall Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in connection with its participation in this RQQ Process, including, but not limited to, preparation of its Submission and preparation for and participation in presentations and interviews.

### 3.15 Changes to Proponent Key Personnel, Subcontractors or Joint Venture

3.15.1 If after the Closing, but prior to the execution of the Contract, the Proponent wishes to request a change in a Key Personnel, Subcontractor, or Joint Venture, the Proponent shall notify the Procurement Representative as soon as possible and the notification shall identify the proposed change in Key Personnel, Subcontractor or Joint Venture and the proposed substitute, if applicable, and include sufficient documentation that the proposed

substitute would have met or exceeded any applicable criteria applied during this RQQ Process.

3.15.2 In response to a request as per Section 3.15.1 above, Metrolinx may, in its sole discretion provide the Proponent with instructions as to the type of information required by Metrolinx to consider the proposed change to the Proponent's Key Personnel, Subcontractors or Joint Venture arrangements as well as the deadlines for submission of information that the Proponent must meet in order to have its request considered by Metrolinx.

3.15.3 The Proponent shall provide any further documentation as may be required by Metrolinx to assess any proposed substitute or change. If Metrolinx, in its sole discretion, considers the proposed substitute to be acceptable, Metrolinx may consent to the substitution. Metrolinx's consent to such substitution, however, may be subject to such terms and conditions as Metrolinx may require. If the proposed substitute or change is not acceptable to Metrolinx, the Proponent shall propose an alternate substitute or change for review by Metrolinx in the same manner as the first proposed substitute.

3.15.4 Metrolinx may, in its sole discretion, disallow any actual or proposed change.

### 3.16 Vendor Performance Management Program

3.16.1 Vendor Performance Management ("VPM") Program means the Metrolinx policy for monitoring, evaluating and recording vendor performance, as same may be amended or replaced from time to time. The Vendor Performance Management Program establishes a standard methodology for the incorporation of a vendor's past performance as a criterion in assessing that vendor's bids or proposals for future work with Metrolinx.

3.16.2 Pursuant to Metrolinx's VPM Program, Metrolinx may consider Proponent's past performance under contracts with Metrolinx in evaluating Submissions received in response to this Request Document. The Vendor Performance Rating ("VPR") is the average of a vendor's performance evaluation scores (as assessed by or on behalf of Metrolinx) for a thirty-six (36) month period preceding the Closing. If a Proponent has not completed any work for Metrolinx in the three (3) years preceding the Closing, for the purpose of evaluating the Submission, the Proponent will be assigned a VPR which is the straight average of all the VPRs of all vendors who have performed services for Metrolinx during the prior fiscal year.

3.16.3 If the VPR is being applied as a component of the award evaluation for this RQQ Process, the legal name of the Proponent stated on the Form of Request will be used. It is the responsibility of the Proponent to ensure that its proper legal name has been stated on the Form of Request. Metrolinx will not accept any requests from the Proponent to change the legal name provided after the Closing.

3.16.4 In case of a Joint Venture where multiple parties will sign the Contract, the VPR of each participant will be added and the average will be applied.

3.16.5 For the purposes of this RQQ Process, the application of the VPR is set out in the Contract Performance Appraisal as listed in Appendix "D" Documents.

## 4.0 Request Submission Requirements

### 4.1 Mandatory Requirements

4.1.1 Proponents must meet all mandatory requirements in order for their Submission to be considered further. Failure of a Proponent to meet all of the mandatory requirements listed below shall result in the Proponent's Submission to be deemed non-compliant and shall not be considered further.

4.1.2 The mandatory requirements for this Request Document are as follows:

- (a) The Form of Request must be submitted by the E-Bid Authorized Signer.
- (b) Pricing information must be completed and submitted using Attachment #1 - Contract Prices.
- (c) The Proponent must possess the following licenses and certifications:
  - (i) A valid Security Agency License (Business Entity License) from the Ministry of Community Safety and Correctional Services under the Private Security and Investigative Services Act (PSISA 2007);
  - (ii) Be a licensed business entity and be a registered employer under PSISA; and
  - (iii) Business Firearms License issued by the Chief Firearms Office (CFO).
- (d) Proponents shall declare any conflicts of interest in Section 6.6 of Form of Request. If Section 6.6 is left blank the provisions of Section 6.6.1 of Form of Request shall apply.
- (e) The Proponent shall provide a completed Attachment #4 – Mandatory Personnel and Technical Requirements of Form of Request with the Submission.

### 4.2 Submission Format

Submissions must be submitted through MERX and should be in the following format:

- 4.2.1 Present information in Font Size 11 pt. on 8½ x 11 paper size.
- 4.2.2 Include a table of contents.
- 4.2.3 Organize information into sections which correspond to the Submission Content Requirements in the exact order described below.
- 4.2.4 The entire content of the Proponent's Submission shall be submitted in writing, and the content of web sites or other external documents referred to in the

Proponent's Submission will not be considered for evaluation unless submitted in their entirety as part of the Submission.

#### 4.3 Submission Content

The Proponent's Submission shall include: a Technical Submission and a Price Submission. The information required in each Submission as well as the prescribed format in which it should be submitted is outlined below.

4.3.1 Technical Submission - The Proponent's Technical Submission should be comprised of the following sections in the following order and should contain a Table of Contents.

(a) **Technical Submission Section 1:**

- (i) Provide a completed Form of Request. The Form of Request shall not be retyped, and entries shall be made directly on the Request Document Forms provided by Metrolinx.
- (ii) If submitting as a Joint Venture, attach a copy of the Joint Venture Agreement electing the Participant-in-Charge.
- (iii) Provide a completed Attachment # 4 – Mandatory Personnel and Technical Requirements.

(b) **Technical Submission Section 2: Corporate Summary**

The Proponent should provide a corporate overview of its structure, capabilities, qualifications and experience relevant to the Services, as outlined below.

Failure of the Proponent to satisfactorily submit the requirements related to Corporate Experience and Qualifications as detailed in this Section 2 in addition to Section 3 below, may result in the Submission being deemed non-responsive and being disqualified from any further consideration or evaluation at the sole discretion of Metrolinx.

The Proponent should demonstrate its Corporate Firm's previous experience in satisfactorily and competently performing services similar in type, size, estimated value and complexity as the Services identified in Appendix "B" as set out below. The Proponent understands and agrees that Metrolinx may verify any information provided in any Submission.

- (i) Corporate Summary: Description of Company
  - 1) Provide a description of the Proponent's company, including, but not necessarily limited to: a description of the Proponent's corporate and ownership structure; a brief corporate history including number of years in business; location of offices (both head office and other) and a

description of the Proponent's core business which is applicable to the Services.

(ii) Corporate Summary: Corporate Firm

- 1) Provide a description of the make-up of the Proponent's Corporate Firm;
- 2) Identify the principal business of key Subcontractors, professional advisors and subject matter experts it proposes to use in the performance of the Services, especially for major or critical pieces of the work. For each Subcontractor listed, the Proponent shall provide the following:
  - a) Full corporate name and location of the Subcontractor;
  - b) Which area of the Services the Subcontractor shall be employed for;
  - c) The Subcontractor's experience and qualifications relative to the Services it will be performing;
  - d) Previous instances of the Proponent and Subcontractor working together including:
    - i) A description of the project and value;
    - ii) The client the services were performed for; and
    - iii) The parts of the services performed by the Subcontractor.

(iii) Corporate Experience and Qualifications:

- 1) The Proponent should demonstrate its experience in performing work similar in type, size and complexity as the Services identified in Appendix "B" by including a summary of the Corporate Firm's qualifications and experience relevant to the Services being contemplated, including but not limited to:
  - a) **Resources:** The necessary resources to sustain and complete the Work to the satisfaction of Metrolinx. Within this response also discuss your process for managing continuity of service during labour disruptions (strikes, etc.) either within your own organization or within transit agencies;

b) **Transit-related Experience:** Experience providing cash collection, transportation services for public transit customers;

c) **Hiring Practices and Staff Screening:** Include in the response a description of the due diligence measures the proponent takes to screen and hire employees. For example, background checks, any accreditation requirements, and training. Include as part of the response information on any internal or industry codes of conduct that the proponent meets or observes and information on other internal safeguards that the proponent administers such as a whistleblower hotline or any other monitoring and reporting programs the proponent has implemented as a means to ensure an appropriate level of ethics is in place.

(c) **Technical Submission Section 3: Corporate References**

(i) Reference Projects are intended to demonstrate the Corporate Firm's corporate capacity to perform and manage projects of a similar scope, complexity and estimated value as the Services.

(ii) Corporate References Related to Current Scope:

1) The Proponent should provide a list of three (3) references, for relevant projects completed within the past five (5) years or currently active, which demonstrate the Corporate Firm's experience and qualifications. The Proponent will include all projects of similar scope, complexity and estimated value that it has completed or is currently completing for Metrolinx as part of the three (3) reference projects provided by the Proponent. Failure of the Proponent to include the aforementioned reference projects completed for Metrolinx will affect the Proponent's score. The Proponent should, using the template provided in Attachment #2 – Corporate References, provide the following information for each corporate reference project:

a) Name of the company for which the work was performed;

b) Project title;

c) Contact person's name, title, telephone number and e mail address; and

d) Start and completion date.

- (iii) Reference Checks: References will be checked using a standard uniform method. Opinions of previous clients regarding budget and schedule experience, dependability, attitudes of employees and/or Subcontractors, concern for efficiency, economy and environment, sensitivity to community, and quality of service among others may be taken into account when evaluating reference projects.

(d) **Technical Submission Section 4: Description of Corporate Projects**

Reference projects are intended to demonstrate the Corporate Firm's corporate capacity to perform and manage projects of a similar scope and complexity as the Services. The Proponent should provide descriptions of each reference project outlined in Technical Submission Section 3: Corporate References above. The descriptions are to be a maximum of two (2) pages of information for each reference project, including but not necessarily limited to the following:

- (i) Name of the company for which the work was performed;
- (ii) Contact person's name, title, telephone number and email address;
- (iii) Project description and project value; and
- (iv) Description of Services provided and how they are relevant to Services requested in Appendix "B".

#### 4.4 Price Submission

- 4.4.1 A Submission shall include a Pricing Submission. Pricing information must be completed and submitted using the Excel template provided, entitled Attachment #1 – Contract Prices. The pricing template must be submitted as a separate file preferably in Excel (.xlsx) format.



## 5.0 Request Evaluation Criteria and Selection Process

### 5.1 Request Evaluation Methodology

5.1.1 Submissions shall undergo several phases of evaluation based on the information provided using the criteria and scoring as listed in the Request Evaluation Criteria Section below.

5.1.2 Each criterion is evaluated. Critical criteria will be rated pass or fail. All other Evaluation Criteria shall be assigned a score out of ten (10). The score is then multiplied by the weight (which indicates the relative importance of the criteria not deemed critical to Metrolinx) to determine the weighted score. The weighted scores are then added to determine the Total Evaluated Score for the Submission.

5.1.3 Submissions shall be evaluated in three (3) phases, as follows:

- (a) Phase One: Administrative Evaluation (Compliant/Non-Compliant)

Submissions shall undergo an administrative evaluation to determine compliance with the mandatory requirements as stated in the Mandatory Criteria. Only those Submissions determined in the sole opinion of Metrolinx, to have fulfilled all the mandatory requirements shall be deemed compliant and shall proceed to Phase Two of the evaluation process. Submissions that do not meet administrative requirements shall be deemed non-responsive and shall be disqualified.

- (b) Phase Two: Technical Evaluation (50% weighting)

Submissions proceeding to Phase Two shall be evaluated by the Metrolinx Evaluation Committee in accordance with the Request Submission Requirements above and Evaluation Methodology below. Only those Submissions achieving a total minimum score of 70% (420 points out of 600 possible points) as determined by the Metrolinx Evaluation Committee shall be considered further and shall proceed to Phase Three of the evaluation process.

- (c) Phase Three: Pricing Evaluation (50% weighting)

- (i) Attachment #1 – Contract Prices shall be evaluated for the Submissions which achieve the minimum score of 70% on Phase Two evaluation.

- (ii) Attachment # 1 - Contract Prices shall not be evaluated for those Proponents whose Submissions do not achieve the specified minimum score requirement to proceed to Pricing Evaluation.

- (iii) Pro-Rated

- 1) An administrative evaluation shall be conducted of Attachment #1 – Contract Prices to determine

compliance with the mandatory requirements as stated therein and in the Instructions to Proponents. The Total Estimated Contract Price of each Submission proceeding to Pricing Evaluation, shall be evaluated and scored as follows:

- a) The Submission with the lowest Total Estimated Contract Price shall receive the maximum score of ten (10) points for Pricing Evaluation.
- b) The following equation shall be applied to all other Submissions to determine a score out of ten:

$$\frac{\text{Lowest Total Estimated Contract Price}}{\text{Proponent's Total Estimated Contract Price}} \times 10 = \text{score out of ten}$$

The score out of ten for Price shall be multiplied by the weighting factor and added to the total score for Phase Two to determine Total Overall Score for the Submissions.

#### 5.1.4 Total Overall Score

- (a) Total Overall Score = Phase Two: Technical Evaluation + Phase Three: Pricing Evaluation.

#### 5.1.5 Selection of Submissions

- (a) Metrolinx' selection shall be based on which Proponent has provided a Submission which Metrolinx determines in its sole discretion to provide the greatest value to Metrolinx based on the Evaluation Criteria contained in these Request Documents.
- (i) Total Overall Score

The award of the Contract shall be made to the Submission which has achieved the highest Total Overall Score.

## 5.2 Request Evaluation Criteria

The Evaluation Criteria to be used for evaluation of the Proponent's Submission and the weighting assigned to each criterion are as follows:

Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
<b>Phase One: ADMINISTRATIVE EVALUATION (Compliant / Non-Compliant)</b>			
<b>Phase Two: TECHNICAL EVALUATION</b>			
<b>Technical Submission Section 1: Form of Request (Compliant / Non Compliant)</b>			
<b>Technical Submission Section 2: Corporate Summary</b>			

Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
Corporate Summary	10	5	50
Corporate Experience and Qualifications	10	15	150
<b>Subtotal Corporate Summary:</b>		<b>20</b>	<b>200</b>
<b>Technical Submission Section 3 and 4: Description of Corporate Projects and Corporate References</b>			
Description of Corporate Reference Project 1 and Corresponding Reference	10	10	100
Description of Corporate Reference Project 2 and Corresponding Reference	10	10	100
Description of Corporate Reference Project 3 and Corresponding Reference	10	10	100
<b>Subtotal Description of Corporate Projects and References:</b>		<b>30</b>	<b>300</b>
<b>Subtotal Technical Evaluation:</b>		<b>50</b>	<b>500</b>
<b>SUBTOTAL PHASES TWO:</b>		<b>50</b>	<b>500</b>
<b>Phase Three: PRICING</b>			
Pricing	10	50	500
<b>TOTAL EVALUATED SCORE:</b>		<b>100%</b>	<b>1,000</b>

Technical Submission Scoring Guidance – the Proponents Technical Submission will be evaluated using the above noted approach. The following outlines some guidance on how each line item will be scored:

Score	Description
10 = Excellent	Response is excellent and exceeds the requirements.
8-9 = Very Good	Response substantially meets and exceeds some of the requirements
7 = Good	Response meets the basic requirements.
5-6 = Satisfactory	Response is satisfactory and meets most of the requirements.
3-4 = Fair	Response is fair and meets some requirements.
1-2 = Poor	Response is poor. Information provided is too vague and does not clearly explain how requirements will be met.
0 = Non-relevant	No relevant response or simple statement of compliance with no substantiation.

## 6.0 Form of Request

The following Form of Request is to be included as the first section within the Proponent's Technical Submission. The Form of Request must be remitted by the E-Bid Authorized Signer. The Form of Request shall not be retyped, and entries shall be made directly on the form provided by Metrolinx.

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Request Number: RQQ-2017-VM-148

Request Description: PRESTO Cash Collection Services

### 6.1 Proponent Submission Checklist

The following checklist provides the Proponent with a consolidated listing of the requirements for the Submission. Proponents should review the checklist prior to Submission to ensure compliance.

Requirement	Confirmation (left click with your mouse in the box to select)
The Submission has been remitted by the E-Bid Authorized Signer.	<input type="checkbox"/>
Contact information for the individual responsible for the Submission has been included in the Form of Request.	<input type="checkbox"/>
The Proponent understands the requirements for Electronic Bid Submission and will comply with this Submission requirement.	<input type="checkbox"/>
The Proponent's Technical Submission has been prepared in accordance with the Instructions to Proponents (i.e. mandatory formats, templates and requirements) as outlined in the Request Documents.	<input type="checkbox"/>
The Proponent's Price Submission has been completed in full and has been included as a separate attachment in the Submission.	<input type="checkbox"/>
The Proponent has read through all the Request Documents including any Addenda that have been issued and these have all been considered in the Proponent's Submission.	<input type="checkbox"/>
The Proponent has reviewed the mandatory criteria and acknowledges that it meets all mandatory requirements in order for their Submission to be considered further.	<input type="checkbox"/>
The Proponent has reviewed the RQQ Timetable and understands all the dates and timelines associated with the RQQ Process.	<input type="checkbox"/>
The Proponent has not included any qualifying statements in its Submission.	<input type="checkbox"/>
If a Joint Venture, attach a copy of the Joint Venture agreement electing the Participant-in-Charge.	<input type="checkbox"/>

## 6.2 Contact Information

- 6.2.1 Proponent's registered legal business name (or individual) and any other name under which it carries on business:

[Click here to enter text.](#)

- (a) If a Joint Venture, enter the registered legal business name of the Participant-in-Charge:

[Click here to enter text.](#)

- (b) If a Joint Venture, enter the registered legal business name of the other Joint Venture members:

[Click here to enter text.](#)

- 6.2.2 Proponent's (if Joint Venture, insert Participant-in-Charge information) address, telephone and facsimile numbers:

[Click here to enter text.](#)

- 6.2.3 Name, title, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Proponent (if a Joint Venture, insert Participant-in-Charge information)

[Click here to enter text.](#)

- 6.2.4 Name of the person who is primarily responsible for the Submission:

[Click here to enter text.](#)

## 6.3

### Proponent Acknowledgments

- 6.3.1 In consideration of the mutual premises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Proponent hereby offers to Metrolinx to furnish all necessary labour, superintendence, plant, tools, appliances, equipment, vehicles, supplies and other accessories, services and facilities necessary to perform the following services:

TO PROVIDE CASH COLLECTION SERVICES, INCLUDING SECURE ARMoured CAR SERVICES, TRANSPORTATION, AND DEPOSIT OF CASH AND COINS COLLECTED FROM FARE COLLECTION DEVICES LOCATED AT STREETCAR CAR HOUSES / GARAGES, TRANSIT STOPS AND SUBWAY STATIONS / TERMINALS THROUGHOUT TORONTO AS SET OUT IN THE SCOPE OF SERVICES, ATTACHED AS APPENDIX "B".

- 6.3.2 The Proponent hereby undertakes to perform the Services in strict accordance with the full intent of the terms, conditions and requirements set forth in the following documents which form the Request Documents:

ANY ADDENDA ISSUED HERETO  
INSTRUCTIONS TO PROPONENTS  
REQUEST SUBMISSION REQUIREMENTS  
REQUEST EVALUATION CRITERIA AND SELECTION PROCESS  
FORM OF REQUEST  
ATTACHMENT #1 – CONTRACT PRICES  
ATTACHMENT #2 – CORPORATE REFERENCES  
ATTACHMENT #3 – KEY PERSONNEL CURRICULUM VITAE AND REFERENCES  
ATTACHMENT #4 – MANDATORY PERSONNEL AND TECHNICAL REQUIREMENTS  
APPENDIX "A" - GENERAL CONDITIONS  
APPENDIX "B" - CONTRACTOR'S SCOPE OF SERVICES  
APPENDIX "C" - METROLINX'S SERVICES  
APPENDIX "D" - DOCUMENTS

- 6.3.3 The Proponent acknowledges receipt of any and all Addenda issued hereto and that their Submission has been developed in consideration of the Addenda.
- 6.3.4 The Proponent's Submission is hereby submitted on the full understanding that it is an irrevocable offer by the Proponent for a period of one hundred and twenty(120) calendar days from the Closing. The Proponent hereby covenants that it shall perform and execute the Services, in accordance with the Contract Prices quoted herein if it is notified in writing by Metrolinx within the one hundred and twenty (120) calendar day period that it is the successful Proponent.
- 6.3.5 The Proponent acknowledges that their Submission should be in the correct format using the appropriate Request Document Forms and instructions as provided herein. Failure to comply may result in the Proponent being found non-responsive and disqualified at the sole discretion of Metrolinx.
- 6.3.6 The Proponent acknowledges that by way of the E-Bid Authorized Signer remitting a Submission, the Proponent is agreeing to be bound to each and every term, condition, article and obligation of the Request Document and any resultant Contract.
- 6.3.7 The Proponent acknowledges that consistent with Section 3.1.9 of Instructions to PropONENTS, failure by the Proponent, whose Submission was accepted by Metrolinx, to execute and deliver the Contract with the required Insurance Certificates and Workplace Safety and Insurance Clearance Certificate shall result in the cancellation of the Contract award.

## 6.4 Requirements

- 6.4.1 The Proponent shall provide labour, superintendence, plant, tools, appliances, equipment, vehicles, supplies and other accessories, services and facilities necessary to provide PRESTO Cash Collection Services, in accordance with the Scope of Services, attached as APPENDIX "B" (the "Services").
- 6.4.2 The Services are to be provided to the satisfaction of PRESTO, unless otherwise specified.

## 6.5 Conflict of Interest

- 6.5.1 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 Submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Request Document.

Otherwise, if the statement below applies, check ("X") the box.

- (a) ☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the Request Document.

- (b) 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:

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- 6.5.2 The following individuals, as employees, advisers, or in any other capacity;

- (a) participated in the preparation of our Submission (whether as employees, advisers, or in any other capacity); and
- (b) were employees, advisers or consultants of Metrolinx at any time within the twelve (12) months prior to the Closing:

Name of Individual: <a href="#">Click here to enter text.</a>
Job Classification: <a href="#">Click here to enter text.</a>
Department: <a href="#">Click here to enter text.</a>
Last Date of Employment with Metrolinx: <a href="#">Click here to enter text.</a>
Name of Last Supervisor: <a href="#">Click here to enter text.</a>
Brief Description of Individual's Job Functions: <a href="#">Click here to enter text.</a>
Brief Description of Nature of Individual's Participation in the Preparation of the Submission: <a href="#">Click here to enter text.</a>

- 6.5.3 (Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide Metrolinx with additional information from each individual identified above in the form prescribed by Metrolinx.

## 6.6 Harmonized Sales Tax

In accordance with Section 11.1(k) of Appendix "A" – General Conditions, the Contractor represents, warrants and covenants to Metrolinx that the Contractor is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act and that the Contractor's registration number is: [Click here to enter text.](#)

A non-resident Proponent unable to provide a H.S.T. Registration Number at the time of Submission shall be required to provide a H.S.T. Registration Number within five (5) Business Days of acceptance of its Submission by Metrolinx. Failure to comply with this requirement may result in the Contract being declared VOID.

## 6.7 Project Schedule

Milestone	Date
A: Year One:	Award of Contract – March 31, 2019
B: Year Two:	April 1, 2019 – March 31, 2020
C: Year Three:	April 1, 2020 – March 31, 2021
D: Year Four: (Option exercisable at Metrolinx's discretion)	April 1, 2021 – March 31, 2022
E: Year Five: (Option exercisable at Metrolinx's discretion)	April 1, 2022 – March 31, 2023



## 7.0 Attachment # 1 – Contract Prices

### 7.1 Contract Prices

- 7.1.1 The Contract Prices ("Rates") are hereby submitted on the full understanding that they form part of the Proponent's Submission and as such constitute an irrevocable offer by the Proponent for a period of one hundred and twenty (120) calendar days from the Closing and the Proponent hereby covenants that it shall perform and execute the Services in accordance with the Rates quoted herein if it is notified, in writing, by Metrolinx within one hundred and twenty (120) calendar days that it is the successful Contractor.
- 7.1.2 Payment for services rendered and goods supplied in accordance with the terms and conditions of the Contract shall be based on the following:
- (a) The Rates quoted shall be all inclusive costs associated with performance of the Services defined in the Scope of Services attached as Appendix "B".
  - (b) The Rates quoted shall include all costs related to the Services including, but not limited to, service delivery personnel, administrative positions, any Subcontractors and specialized service providers required to complete the Services, any and all disbursements, travel, mileage, supervision, equipment, tools, vehicles, supplies, General Requirements (as per Appendix "B") and Management of the Services (as per Appendix "B") as required in this Request Document.

### 7.2 Completion of Pricing Schedules

- 7.2.1 Proponents shall fully complete the Excel file entitled Attachment # 1 – Contract Prices and insert a Unit Price into each space provided under the Contract Unit Price column.
- 7.2.2 Attachment #1 – Contract Prices, must be returned as a separate file preferably in Excel format and may not be retyped or recreated. Failure to follow the submission instructions or format requirements may result in the Submission being found non-responsive and disqualified.
- 7.2.3 It is Metrolinx preference that Proponents submit the pricing using the appended Excel file format to facilitate the Metrolinx pricing evaluation process.
- 7.2.4 If a "0" is entered in any of the spaces where price information is to be provided, it shall be interpreted as meaning the Contractor shall provide the specified service to Metrolinx at no charge.
- 7.2.5 If any space is left blank or an entry of "N/C" or "N/A" or "—" is entered where price information should be entered then the Submission may be found non-responsive and disqualified consistent with the provisions of the Instructions to Proponents.

## 8.0 Attachment # 2 – Corporate References

- 8.1 The Proponent should, using the templates below, provide corporate reference information as indicated in this Attachment #2 – Corporate References. The Proponent shall ensure that all contact information provided for references is current and accurate in order to enable Metrolinx to obtain all necessary information for evaluation purposes in a timely manner. If Metrolinx is unable to contact any of the references provided in order to verify the Proponent's qualifications and experience, the Proponent may, in Metrolinx's sole discretion, receive no score for that reference.
- 8.2 Proponents should review the Request Submission Requirements Section to ensure compliance with the submission requirements.

<b>CORPORATE REFERENCES</b>						
Company Name	Project Title	Contact Person's Name/Title	Phone Number	E-mail Address	Start Date	Completion Date
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

## 9.0 Attachment # 3 – Key Personnel Curriculum Vitae and References

Not Applicable

## 10.0 Attachment # 4 – Mandatory Personnel and Technical Requirements

- 10.1 Proponents shall complete the mandatory requirements compliance checklist below, and send this Attachment #4 with their Submission. Failure of a Proponent to complete and submit this Attachment #4 may result in the Proponent's Submission being found non-responsive and disqualified.
- 10.2 Proponents must meet all mandatory requirements stated below in order for their Submission to be considered further. Failure of a Proponent to meet all of the mandatory requirements listed below shall result in the Proponent's Submission being considered non-responsive. Non-responsive Submissions shall not be considered further and shall be disqualified.
- 10.3 Proponents shall provide supporting documentation to substantiate compliance to each of the listed mandatory requirements. Failure of a Proponent to provide information required to substantiate compliance to a mandatory requirement may result in the Proponent's Submission being found non-responsive and disqualified.
- 10.4 Metrolinx has the right but not the obligation, to carry out further investigations to ensure the Proponent and/or designated Subconsultant can meet the mandatory personnel and technical requirements to the satisfaction of Metrolinx in its sole discretion.

<b>Mandatory Personnel and Technical Requirements</b>	<b>Compliance (Check ("X") either Yes or No)</b>	<b>Supporting Documentation Required to Substantiate Compliance</b>
A valid Security Agency License (Business Entity License) from the Ministry of Community Safety and Correctional Services under the Private Security and Investigative Services Act (PSISA 2007);	YES <input type="checkbox"/> NO <input type="checkbox"/>	<ul style="list-style-type: none"> <li><b>Provide a copy of a valid license</b></li> </ul>
Be a licensed business entity and be a registered employer under PSISA; and	YES <input type="checkbox"/> NO <input type="checkbox"/>	<ul style="list-style-type: none"> <li><b>Provide a copy of a valid license</b></li> </ul>
Business Firearms License issued by the Chief Firearms Office (CFO).	YES <input type="checkbox"/> NO <input type="checkbox"/>	<ul style="list-style-type: none"> <li><b>Provide a copy of a valid license</b></li> </ul>

## Appendix "A" – General Conditions

### 1.0 Interpretation

#### 1.1 Definitions

- (a) Capitalized terms used in this Contract shall have the respective meanings ascribed thereto in Schedule A - Definitions.

#### 1.2 Time of the Essence

- (a) Time is of the essence in the performance of a Party's respective obligations under this Contract.

#### 1.3 Currency

- (a) All prices and sums of money and all payments made under this Contract shall be in Canadian dollars.

#### 1.4 Units of Measure

- (a) All dimensions, quantities, performance specifications, calibrations and other quantitative elements used in this Contract shall be expressed in the International System of Units (SI), except where otherwise indicated.

#### 1.5 Language

- (a) All communication between Metrolinx and the Vendor and between the Vendor and each of the Subvendors with regard to the Work shall be in the English language.

#### 1.6 References

- (a) Each reference to a statute in this Contract is deemed to be a reference to that statute and to the regulations made under that statute, all as amended or re-enacted from time to time. Following any and all changes to Applicable Laws, the Vendor shall perform the Work in accordance with the terms of this Contract, including in compliance with Applicable Laws.
- (b) Any provision establishing a higher standard of safety, reliability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.
- (c) Each reference, whether express or implied, to a Standard of any technical organization or Governmental Authority is deemed to be a reference, to that Standard as amended, supplemented, restated, substituted or replaced.
- (d) Subject to any express definitions contained in this Contract, words and abbreviations which have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

- (e) Where used in this Contract, "including" means including without limitation, and the terms "include", "includes", and "included" have similar meanings.
- (f) Each reference to an Article or Section within the Contract or Schedules shall refer to that Article or Section number in the Contract or the Schedule in which the reference occurs unless otherwise specified.
- (g) The division of this Contract into Articles and Sections, the insertion of headings, and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Contract.

#### 1.7 Time

- (a) Unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario. When any period of time is referred to in this Contract by days between two dates, it will be calculated by excluding the first and including the last day of such period.
- (b) If, under this Contract, any payment or other event falls due on or as of a day that is not a Business Day, that payment or other event shall fall due instead on the next day that is a Business Day, unless expressly stated otherwise.
- (c) Unless otherwise specified, references to "day" shall mean calendar day.

#### 1.8 Schedules

- (a) The following Schedules attached to this Contract shall constitute an integral part of this Contract and all expressions defined in this Contract shall have the same meanings in such Schedules:
  - (i) Schedule A - Definitions
  - (ii) Schedule B - Financial Terms
  - (iii) Schedule C - Insurance
  - (iv) Schedule D - Dispute Resolution

## 2.0 Performance

#### 2.1 Term of the Contract

- (a) This Contract shall take effect on the Effective Date hereof and, subject to the provisions of Article 14.0 shall continue in full force and effect until three (3) years from Effective Date (the "Initial Term"). This Contract may be renewed, at Metrolinx's sole option, by written notice given by Metrolinx, not less than three (3) months prior to the end of the Initial Term for two (2) further terms of one (1) year each (a "Renewal Term"). Such renewal shall be on the same terms and conditions as provided herein, unless the Parties agree otherwise in writing.

#### 2.2 Performance of the Work

- (a) The Vendor shall carry out and complete the Work to the satisfaction of Metrolinx in accordance with all the terms of this Contract.
- (b) The Vendor shall supply the Work diligently and continuously.
- (c) Vendor acknowledges and agrees that Metrolinx may, acting in its sole discretion, change the schedule including in respect of the timing of the provision of the Work and availability and number of the Vendor's Personnel. Without limiting the generality of the foregoing, Metrolinx may from time to time, on prior written notice to the Vendor twenty (20) Business Days', unilaterally extend or reduce the required duration with respect to the availability of any of the Vendor's Personnel or direct the Vendor to increase the number of Vendor's Personnel available. Metrolinx and the Vendor shall meet at a minimum, on a quarterly basis to discuss the progress of the Work and the anticipated scheduling needs with respect to the Vendor's Personnel.
- (d) Metrolinx may, from time to time, in its sole discretion, but is not required to, direct the Vendor to cause specific Vendor Personnel to perform certain tasks or activities that form part of the Work in accordance with the scheduling requirements provided by Metrolinx. Any such instructions shall be provided by Metrolinx in writing to the Vendor no less than five (5) Business Days before the specified tasks or activities are required to be performed by the Vendor Personnel.
- (e) The Vendor shall provide, at the sole cost and expense of the Vendor, save as otherwise provided in this Contract, all necessary equipment, goods, materials, analysis, transportation, accommodation, labour, staff and technical assistance and incidentals required in performing the Work and to undertake, perform and complete its undertakings, obligations and responsibilities provided for in this Contract.
- (f) The Work shall be provided in a professional, timely and economical manner according to the Required Standard of Care. Without limitation, the Vendor shall ensure that the Work is conducted in a manner that will maintain good relations with the general public and property owners.
- (g) The Vendor shall comply with and conform to all Applicable Laws, applicable to the Work to be provided by, and the responsibilities and obligations of, the Vendor under this Contract.
- (h) The Vendor shall not alter any part of a Joint Venture except with the prior written consent of Metrolinx in its sole discretion.

### 2.3 Subvendors

- (a) Other than the Subvendors identified in the Submission, the Vendor shall not subcontract the Work to any Person without the prior written consent of Metrolinx. No subcontracting by the Vendor shall relieve the Vendor of any responsibility for the full performance of all obligations of the Vendor under this Contract. Notwithstanding the approval of any Subvendors by Metrolinx, the Vendor shall be fully responsible for every Subvendor's activities, works, services and acts or omissions.
- (b) The Vendor shall be solely responsible for the payment of any Subvendors.



- (c) The Vendor shall co-ordinate the services of all Subvendors employed, engaged or retained by the Vendor with Metrolinx and, without limiting the generality of any other provision of this Contract, the Vendor shall be liable to Metrolinx for costs or damages arising from errors or omissions of such Subvendors or any of them. It shall be the Vendor's responsibility to control and review the Work of its own forces and of all its Subvendors and to ascertain that all Work are performed in accordance with this Contract, all governing regulations and the Required Standard of Care.
- (d) In any subcontract, the Vendor shall ensure that the Subvendor is bound by conditions compatible with, and no less favorable to Metrolinx than, the conditions of this Contract.
- (e) The Vendor warrants and represents that it and any of its permitted Subvendors and the respective workforce of each are fully qualified to perform the Work and perform this Contract and hold all requisite Approvals.
- (f) The Vendor shall only employ, for the purposes of this Contract, such persons as are careful, skilled and experienced in the duties required of them and have the required Domain Expertise, and must ensure that every such person is properly and sufficiently trained and instructed. The Vendor shall ensure that all workers and persons employed by them or under their control or employed by or under the control of its Subvendors comply with the terms of this Contract and, in particular without limiting the foregoing, the responsibilities of the Vendor with respect to matters concerning safety, compliance with the Applicable Laws and the conduct of the Work.
- (g) The Vendor shall be an independent contractor with respect to the Work to be provided under this Contract and nothing contained in this Contract shall be construed as constituting a joint venture or partnership between the Vendor and Metrolinx. Neither the Vendor nor its Subvendors shall be deemed to be employees, agents, servants or representatives of Metrolinx in the performance of the Work hereunder.
- (h) The Vendor shall not remove or change any Subvendors, or materially reduce the responsibilities of any Subvendors in relation to the provision of the Work except with the prior written consent of Metrolinx in its sole discretion. The proposed replacement Subvendor shall possess the requisite Domain Expertise and similar qualifications, experience and ability as the outgoing Subvendor.

#### 2.4 Vendor Personnel

- (a) The Vendor shall select and employ a sufficient number of suitably qualified and experienced Vendor Personnel to perform and provide the Work, as determined with reference to the requirements of the Work to be performed by each individual or otherwise as required pursuant to the Contract. All Vendor Personnel shall possess or, where permitted, shall be supervised by persons who possess, the professional accreditation required to complete the Work.
- (b) The Vendor shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

- (c) The Vendor shall ensure that the Vendor Personnel assigned to perform the Work shall:
  - (i) act in a proper and professional manner in accordance with the standards generally used recognized by the industry; and
  - (ii) comply with all applicable Metrolinx and TTC policies and procedures, provided that the Vendor has been made aware of same.

## 2.5 Third Party Agreements

- (a) The Vendor acknowledges and agrees that the TTC is a party to, and may during the Term enter into, agreements with various third parties which may intersect with the Work or may be impacted by the Work. The Vendor shall reasonably cooperate and work with all such third parties to the extent required or requested by Metrolinx and shall provide to them any reasonably requested information. Cooperation and work with any such third parties in respect of any aspects of the Work or any aspects of the work the third party is conducting that may be impacted by the Work shall not result in any increase in any associated costs or fees unless a Change Order Agreement has been completed and executed by both Parties.

## 2.6 Vendor's Representative

- (a) The Vendor shall assign a Vendor's Representative who will direct the provision of the Work. During the Term, the Vendor's Representative will maintain ongoing contact with Metrolinx to ensure that issues are dealt with in an efficient, effective and timely manner. The Vendor's Representative shall be the primary point of contact for Metrolinx for significant issues including commercial issues and Disputes and shall have overall responsibility for coordinating the performance of the Vendor's obligations under this Contract.

## 2.7 Metrolinx Responsibilities

- (a) Metrolinx shall designate an individual to act as its representative (the "Metrolinx Representative") who will transmit instructions to, and receive information from the Vendor.

## 2.8 Vendor Work Performance Rating

- (a) Metrolinx shall during the term of a Contract, maintain a record of the Vendor's performance pursuant to this Contract. This information shall be used to complete a "Contract Performance Appraisal" report, a copy of which will be forwarded to the Vendor upon the termination or expiration of the Contract. Interim Contract Performance Appraisal reports may be issued, as deemed appropriate by the Metrolinx Representative, at any time during the term of the Contract.
- (b) The prior history of the Vendor in performing work for Metrolinx, including the Vendor's performance pursuant to this Contract, will be considered in the evaluation of future bids from the Vendor.
- (c) Metrolinx reserves the right in future bid requests to reject any bid submitted by a company with an unsatisfactory performance history with Metrolinx.

- (d) Non-compliance with Contract requirements will be identified to the Vendor.
- (e) The information contained in the Contract Performance Appraisal may be provided to other ministries and agencies and such performance reviews may be relied upon by other ministries and agencies to reject the Vendor on any bid submitted on any future requests.

### **3.0 Health and Safety**

#### **3.1 Occupational Health & Safety Act**

- (a) The Vendor shall comply with OHSA, and any obligations of the Vendor as an "employer" thereunder, and with all regulations made under the OHSA.
- (b) The Vendor shall report to Metrolinx any non-compliance by a Subvendor in the performance of the Work with the regulations under the OHSA if and when brought to the attention of the Vendor.
- (c) The Vendor acknowledges that lack of compliance with applicable provincial or municipal health and safety requirements will be and are intended to be documented and kept on file, and that such lack of compliance may cause:
  - (i) the Vendor's performance of the Work to be suspended; or
  - (ii) this Contract to be cancelled by Metrolinx.
- (d) The Vendor will be under an obligation to cease the Work, or any part thereof, if an authorized representative of Metrolinx so requires, orally or in writing, on the grounds that there has been any violation of the OHSA or any of the regulations under it, and thereafter the Work or affected part thereof shall not resume until any such violation has been rectified.
- (e) The Vendor shall be responsible for any delay caused by the Vendor in the progress of the Work as a result of any violation of provincial or municipal health and safety requirements by the Vendor, it being understood that such delay shall be not be a Force Majeure for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to Metrolinx, which shall not be responsible for any additional expense or liability resulting from any such delay.
- (f) Nothing in this Section 3.1 shall be taken as making Metrolinx the "employer" (as described in Section 3.1(a)) of any workers employed or engaged by the Vendor for the Work, either instead of or jointly with the Vendor.

#### **3.2 Safety Requirements**

- (a) In the performance of the Work, the Vendor shall not in any manner endanger the safety of, or unlawfully interfere with, Persons on or off the Place of Work, including the public. The Vendor shall comply with the safety requirements specified in the Scope of Work.

(b) The Vendor specifically covenants and agrees that:

- (i) it shall comply with best industry practice in Ontario respecting health and safety in a manner that recognizes and minimizes the risk to workers, other individuals, property and the operations of Metrolinx and TTC, to the extent that such practices are not inconsistent with an express instruction set out in this Contract or provided by Metrolinx;
- (ii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the requirements of OHSA and/or the Canadian Labour Code, Part II, as applicable;
- (iii) it shall comply, and shall ensure that all Vendor Personnel comply, in all regards with the safety requirements set out in the Scope of Work;
- (iv) it shall maintain, strictly enforce and comply, and ensure that all Vendor Personnel comply, in all regards with the Vendor's own health and safety program, to the extent not inconsistent with this Contract and Metrolinx' and TTC's health and safety program;
- (v) it shall comply, and shall ensure that all Vendor Personnel comply, with any and all safety-related directives or instructions issued by Metrolinx;
- (vi) it shall take all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under OHSA; and
- (vii) it shall make available, at Metrolinx' request, such policies and procedures relating to its occupational health and safety matters as Metrolinx may from time to time request, and hereby covenants that all Vendor Personnel have been properly trained and are knowledgeable with respect to these policies and procedures.

### 3.3 Workers' Rights

- (a) The Vendor shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Vendor or its Subvendors pursuant to any applicable workers' compensation legislation, and upon failure to do so, Metrolinx may pay such assessments or compensation to the Workplace Safety and Insurance Board and may deduct such assessments or compensation from monies due to the Vendor. The Vendor shall comply with all regulations and laws relating to workers' compensation.

## 4.0 Financial Terms

### 4.1 Financial Terms

- (a) All financial and payment terms applicable to this Contract and the Work are set out in Schedule B - Financial Terms.

## 5.0 TTC Premises

- (a) Use of TTC and City Premises. Any use of the TTC Premises or City Premises by or on behalf of the Vendor shall be for the sole and exclusive purpose of providing the Work. Use of the TTC Premises or City Premises or any of the premises owned, leased or controlled by the TTC or the City of Toronto by the Vendor does not constitute a leasehold interest in favour of the Vendor.
- (b) Manner of Use. The Vendor and the Vendor Personnel shall keep the TTC Premises in good order, not commit or permit waste or damage to such TTC Premises, not use the TTC Premises for any unlawful purpose or act, and shall (i) conduct themselves in a businesslike manner at all times, and (ii) comply with all written requests, reasonable policies, procedures and standards of TTC as communicated to the Vendor by either Metrolinx or TTC from time to time regarding access to and use of the TTC Premises, including in respect of safety, health, security, personal and professional conduct.
- (c) Injury and Property Damage. The Vendor shall exercise due care and diligence to prevent any injury to person or damage to property while on or in the TTC Premises or City Premises. The Vendor shall be responsible for the cost of repairs, which shall be undertaken by Metrolinx or its contractors, with respect to any physical damage caused to the TTC Premises or City Premises or any property thereon by its acts or omissions or those acts or omissions of its contractors or sub-contractors, unless and to the extent caused by the acts or omissions of the TTC or the City of Toronto. Such repairs will restore such premises to substantially the same or better standard as existed on the commencement of the activity by the Vendor which resulted in such damage, reasonable wear and tear excepted, using materials of substantially the same or better quality as exist already at such premises.
- (d) Vehicle Operation. The operation of Vendor vehicles on TTC property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on TTC property and involving Vendor Personnel shall be reported promptly to the appropriate TTC security personnel as well as to the Metrolinx Representative.

## 6.0 Right of Ownership and Use

### 6.1 Ownership of Metrolinx IP

- (a) Unless otherwise expressly agreed, Metrolinx is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all of the following Intellectual Property (collectively, the "Metrolinx IP"):
  - (i) all Metrolinx Materials;
  - (ii) all Deliverables;
  - (iii) all reports and other information created, generated, output or displayed by the Deliverables or as a result of the performance of receipt of the Work; and

- (iv) all modifications or enhancements made to the items listed in Sections 6.1(a)(i) to (iii) hereof.
- (b) All right, title and interest, including all Intellectual Property Rights, in Metrolinx IP will vest in Metrolinx, following creation.
- (c) The Vendor will acquire no rights to any Metrolinx IP other than the licence rights expressly granted in Section 6.3.
- (d) The Vendor:
  - (i) hereby assigns and transfers to Metrolinx; and
  - (ii) agrees (to the extent required in the future) to assign and transfer to Metrolinx, as and when created, all right, title and interest, including Intellectual Property Rights, throughout the world in and to all Metrolinx IP (to the extent any right, title, interest or Intellectual Property Right in Metrolinx IP does not automatically and immediately vest in Metrolinx).

## 6.2 Ownership of Vendor Background IP

- (a) The Vendor is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all Vendor Background IP.
- (b) Metrolinx will acquire no rights to the Vendor Background IP other than the licence rights expressly granted in Section 6.4, or otherwise under or in respect of this Contract.

## 6.3 Grant of Licences by Metrolinx to Vendor

- (a) Metrolinx grants to the Vendor, during the Term, a non-exclusive, non-transferable, royalty-free right and licence to:
  - (i) access, use, copy, support, maintain and, to the extent reasonably necessary to provide the Work, modify, the Metrolinx IP solely for the purposes of fulfilling the Vendor's obligations under this Contract; and
  - (ii) sublicense the Metrolinx IP to Subvendors solely to the extent necessary to enable such Subvendors to fulfill the Vendor's obligations under this Contract.
- (b) Any exercise by the Vendor of the rights granted pursuant to Section 6.3(a) shall be subject to the terms and conditions of this Contract, including always the Vendor's obligations with respect to Confidential Information set out in Article 10.
- (c) If the Vendor desires to use the Metrolinx IP other than as permitted under clause (a) hereof, such use must be set out in a separate license agreement (such licence to require the approval of Metrolinx, which may be withheld at Metrolinx' discretion).

## 6.4 Grant of Licences by the Vendor to Metrolinx

- (a) The Vendor grants to Metrolinx a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive right and licence to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit any Vendor Background IP that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit any Metrolinx IP; provided, however, that the foregoing licence does not permit Metrolinx to use the Vendor Background IP in its standalone form or for any purpose other than as part of or in conjunction with the Metrolinx IP it is associated with.
- (b) If the Vendor integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, subcontractor, independent contractor, Subvendor or other person, the Vendor shall obtain for Metrolinx the same license rights for Metrolinx in respect of such Third Party IP as set forth in Section 6.4(a) hereof.

## **7.0 Insurance**

### **7.1 Insurance Requirements**

- (a) The Vendor agrees to purchase and maintain in force, at its own expense and for the duration of this Contract, the policies of insurance set forth in Schedule C - Insurance, which policies will be in a form and with an insurer or insurers acceptable to Metrolinx. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer and copies of the policies must be delivered to Metrolinx prior to the commencement of the Work.

## **8.0 Changes**

### **8.1 Changes Requested by Metrolinx**

- (a) Metrolinx may, in writing, request changes or alterations to the Work, or request additional services from the Vendor (any of the foregoing, "Changes"). Subject to this Article 8, the Vendor shall comply with and implement all reasonable Metrolinx Change requests, and the performance of such requests shall be in accordance with this Contract.

### **8.2 Changes Recommended by the Vendor**

- (a) The Vendor shall promptly notify Metrolinx in writing if the Vendor considers that any notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a Change, and seek instructions as to whether or not to proceed to implement such Change.

### **8.3 Change Management Process**

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 8.1, Metrolinx shall set out, in the Change request:
  - (i) the proposed prices for the contemplated changes;
  - (ii) the timing requirements for the implementation of the Change; and

- (iii) any other information which may reasonably be required.
- (b) The Vendor shall respond to Metrolinx' Change request in writing within ten (10) Business Days.
- (c) Where a Change is initiated by the Vendor pursuant to Section 8.2, the Vendor shall set out in the Change request, conforming to Section 8.3(a):
  - (i) a description of the proposed Change;
  - (ii) the estimated cost of the proposed Change;
  - (iii) any proposals, designs or other details or information which may be reasonably required; and
  - (iv) the reasons for the proposed Change, including the benefits of the proposed Change and any consequences of not proceeding with the Change.
- (d) No Changes shall be implemented and no Change request shall become effective until an amendment or change order documenting the Change has been executed by both Parties, and such executed instrument shall be the final determination of any adjustments to the Contract price, the Project Schedule, or the terms and conditions of the Contract, as applicable, with respect to the Change set out therein.
- (e) Where Metrolinx and the Vendor cannot agree as to whether or not a particular notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a change to the scope of the Work, then either Party may refer the issue to dispute resolution in accordance with Article 16.

#### 8.4 Performance of Changes

- (a) The Vendor shall obtain prior approval of Metrolinx before entering into a subcontract, amending an existing subcontract or performing own forces work included in a Change.

## 9.0 Additional Resources

### 9.1 Additional Resources

- (a) In addition to, or in connection with, a request for additional or altered services pursuant to Article 8, at any time during the Term, Metrolinx shall have the right in its discretion to require the Vendor to increase the number of Vendor Personnel upon twenty (20) days' notice.
- (b) Unless otherwise agreed to in writing by Metrolinx, such additional Vendor Personnel shall be available to report for work at any Place of Work designated by Metrolinx within twenty (20) days of receipt of a written request from Metrolinx pursuant to Section 9.1(a).



- (c) The hourly rate payable in respect of additional Vendor Personnel shall be as set out in the Articles of Agreement.

## **10.0 Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights**

### **10.1 Confidential Information**

- (a) The Vendor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Vendor shall:
  - (i) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Contract;
  - (ii) use Confidential Information only in connection with this Contract and the performance of the Work;
  - (iii) take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information; and
  - (iv) immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information.

### **10.2 Permitted Disclosure**

- (a) Notwithstanding the obligations set out in Section 10.1, the Vendor may disclose Metrolinx' Confidential Information to those of its Subvendors and Vendor's Personnel who need to know such Confidential Information in connection with this Contract, provided that such Subvendor or Vendor's Personnel, as applicable, is subject to obligations of confidentiality substantially similar to those contained in this Article 10.

### **10.3 Exceptions**

- (a) The obligations of confidentiality set out in Section 10.1 shall not apply to Confidential Information which:
  - (i) becomes generally available to the public through no fault of the Vendor;
  - (ii) prior to receipt from Metrolinx, was known to the Vendor on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Vendor;
  - (iii) was independently developed by the Vendor prior to receipt from Metrolinx, as documented by written records possessed by the Vendor; or
  - (iv) becomes available to the Vendor on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (b) If the Vendor becomes compelled to disclose any Confidential Information pursuant to Applicable Law, the Vendor shall provide Metrolinx with prompt written

notice of any such requirement and shall cooperate with Metrolinx in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Vendor shall disclose only that portion of the Confidential Information as is required pursuant to Applicable Law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Article 10.

- (c) Without limiting the generality of Section 10.3(a) and notwithstanding Section 10.3(b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA.

#### 10.4 Security Measures

- (a) The Vendor shall select, implement (prior to the commencement of the Work), use and maintain the most appropriate products, tools, measures and procedures to ensure the security of all Confidential Information, as determined with reference to and generally in compliance with Applicable Laws, Industry Standards, the security requirements specified in "Scope of Work" and best practices, or as otherwise prescribed by Metrolinx during the Term.

#### 10.5 Intellectual Property Rights

- (a) Metrolinx, its vendors, subvendors, consultants, advisors, agents, strategic business partners, and affiliates shall retain all right, title and interest, including all Intellectual Property Rights, in and to its Confidential Information.

#### 10.6 Return or Destruction of Confidential Information

- (a) Immediately upon expiration or termination of this Contract or at any other time upon the request of Metrolinx, and subject to Section 10.10, the Vendor agrees to:
  - (i) promptly return all Confidential Information (other than the Contract Records) to Metrolinx; or
  - (ii) promptly delete or destroy the Confidential Information (other than the Contract Records) and all copies thereof in any form whatsoever under its power or control and provide Metrolinx with a destruction certificate signed by an appropriate officer of the Vendor certifying such destruction.
- (b) Notwithstanding the foregoing, the Vendor shall have no obligation to return or destroy:
  - (i) Confidential Information that is captured and retained within the Vendor's routine computer systems backup processes, provided that (a) no specific effort is made to retrieve such archived Confidential Information for purposes that would violate the confidentiality obligations under this Contract and (b) the confidentiality obligations of under this Contract shall continue to apply to such archived Confidential Information for so long as such information is retained; and

- (ii) working papers or other documentation which it is required to retain pursuant to Applicable Law or any rules of professional conduct applicable to the Vendor or the Vendor Personnel.

#### 10.7 [Intentionally Deleted]

#### 10.8 FIPPA and Freedom of Information

- (a) The Vendor acknowledges that Metrolinx is a provincial crown agency subject to FIPPA, and acknowledges and agrees as follows:
  - (i) All FIPPA Records are subject to, and the collection, use, storage and treatment thereof is governed by FIPPA. The Vendor agrees to keep all FIPPA Records secure and available, in accordance with the requirements of FIPPA. The Vendor acknowledges that all information, data, records and materials, however recorded, that are held by the Vendor and/or created by the Vendor in the course of performing the Work are considered to be FIPPA Records and subject to FIPPA.
  - (ii) Section 10.6 shall apply to all FIPPA Records (other than the Contract Records), which shall be returned and/or destroyed in accordance with that section.
  - (iii) In the event of a conflict between the requirements of this Contract and the requirements of FIPPA, the requirements of FIPPA shall take precedence.
  - (iv) In the event that a request is made under FIPPA for the disclosure of any FIPPA Records, Metrolinx shall provide prompt written notice thereof to the Vendor and the Vendor shall provide any and all relevant FIPPA Records to Metrolinx on demand for the purposes of responding to an access request under FIPPA. In these circumstances, the Vendor shall provide all FIPPA Records requested to Metrolinx's Freedom of Information Coordinator (or equivalent) within seven (7) Business Days of receipt of the request from Metrolinx. Notwithstanding anything to the contrary in this Contract and subject to the Vendor's rights of appeal pursuant to Section 28(9) of FIPPA, Metrolinx shall determine what FIPPA Records will be disclosed in connection with any such request, in accordance with the requirements of FIPPA (including, without limitation, the requirements with respect to affected persons set out in Section 28 thereof).
  - (v) Storage of FIPPA Records (including the Contract Records) at a location outside Canada shall only be permitted with Metrolinx's express written consent.

#### 10.9 [Intentionally Deleted]

#### 10.10 Audit Rights

- (a) During the Term and for a period of seven (7) years thereafter, the Vendor shall, at its cost and expense, retain and maintain, in an organized, accurate and accessible mode and manner, all financial and other books, records and documentation relating or pertaining to the Contract and the performance of the Work, including (i) original invoices and accounts, along with related records

showing costs and expenses incurred, including but not limited to the cost to the Vendor of the Work and of all expenditures or commitments made by the Vendor in connection therewith; (ii) correspondence, e-mails, tenders, minutes of meetings, notes, reports, timesheets, memoranda and other documents associated with the Contract; (iii) records relating to any service level agreements and key performance indicators included in the Contract, and (iv) records related to matters of security and privacy (collectively, the "Contract Records").

- (b) The Contract Records shall be retained and maintained in accordance with all generally acceptable accounting principles and Applicable Laws and Industry Standards, or as otherwise may be required to substantiate compliance with this Contract and/or any payment to be made to the Vendor under this Contract.
- (c) During the Term and for a period of seven (7) years thereafter, Metrolinx or any third party acting on behalf of Metrolinx, shall have the right, upon no less than twenty-four (24) hours' notice in writing to the Vendor and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Vendor or a Vendor Personnel, reasonably required to confirm the Vendor's compliance with the terms of this Contract and Applicable Laws, and to make copies thereof. The Vendor shall make available or cause to be made available the Corporate Records that are requested by Metrolinx or that may be required given the scope of the audit (provided such scope is disclosed to the Vendor), and shall otherwise reasonably cooperate with Metrolinx and any third party acting on Metrolinx's behalf, including by providing reasonable access to all of the Vendor's premises and to the Vendor's employees. Where access is needed to a Vendor Personnel's employees or to Contract Records that are maintained by a Vendor Personnel, the Vendor shall use reasonable efforts to arrange for such access on a timely basis. Without limiting the generality of the foregoing, the rights set out in this Section 10.10 shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx.
- (d) The Vendor shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and Standards. The Vendor shall provide Metrolinx, upon request, the results of all internal controls and security audits performed by the Vendor's auditors.
- (e) The Vendor shall upon advance written request, provided by e-mail or otherwise, provide Metrolinx with reasonable access to all premises that may reasonably be required to enable Metrolinx and/or Metrolinx's agents to monitor the progress of the Work. Any such monitoring or verifications shall be without prejudice to any other rights of Metrolinx under this Contract and shall not relieve the Vendor from any of its obligations under this Contract nor shall such verification be used by the Vendor as evidence of effective control of quality.
- (f) The Vendor and Metrolinx shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested or issued identified by the audit report. Without limiting any remedies which may be available to Metrolinx, the Vendor shall promptly remedy any violations of this Contract of which it becomes aware, pursuant to any audit or otherwise.

- (g) The Vendor shall, on a yearly basis, provide Metrolinx with an industry standard common (single) controls report at a service organization currently defined as CSAE3416 Type II SOC 1, to support financial reporting, and provide an attestation letter certifying that all items noted as being deficient in the report, if any, have been remediated to the auditor's satisfaction.

#### 10.11 Vendor Compliance

- (a) The Vendor shall advise all of its Vendor Personnel, all of its Subvendors, and all of its Subvendor's Vendor Personnel of the requirements of this Article 10, and associated requirements set out elsewhere in this Contract, and take appropriate action to ensure compliance by such persons with the terms of this Article 10. In addition to any other liabilities of the Vendor pursuant to this Contract or otherwise at law or in equity, the Vendor shall be liable for all claims arising from any non-compliance with this Article 10 by the Vendor, any of its Vendor Personnel, any Subvendor and of its Subvendor's Vendor Personnel.
- (b) The Vendor warrants that each of its Vendor Personnel, each of its Subvendors and each of its Subvendor's Vendor Personnel engaged by the Vendor to provide the services pursuant to this Contract is under a written obligation to the Vendor requiring such person to comply with the terms of this Article 10.

#### 10.12 Publicity

- (a) Neither Party may make any public announcement or press release regarding this Contract or any relationship between the Vendor and Metrolinx, without the other Party's prior written consent.

#### 10.13 Damages

- (a) The Vendor acknowledges and agrees that any breach or threatened breach of this Article 10 or the obligations set out herein shall cause immediate and irreparable harm to Metrolinx for which damages alone are not an adequate remedy. The Vendor hereby acknowledges and agrees that Metrolinx shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect Metrolinx against such breach or threatened breach. No failure or delay by Metrolinx in exercising any right hereunder shall operate as a waiver hereof, or shall estop Metrolinx from obtaining permanent injunctive relief.

### 11.0 Representations, Warranties and Covenants

#### 11.1 Representations, Warranties and Covenants of the Vendor

- (a) The Vendor covenants and agrees with and represents and warrants to Metrolinx, and acknowledges and confirms that Metrolinx is relying on such covenants, agreements, representations and warranties, as follows:
  - (i) the Vendor is validly existing under the laws of the location of its head office and the Vendor has all necessary corporate power, authority and capacity to enter into this Contract and to perform its obligations hereunder;

- (ii) the entering into of this Contract by the Vendor and the performance of its obligations hereunder has been authorized by all necessary corporate action;
- (iii) the execution and delivery of this Contract, the consummation of the transactions contemplated herein and compliance with and performance of the provisions of this Contract does not and shall not:
  - (A) result in a breach of or constitute a default under, or create a state of fact, which after notice or lapse of time or both, or otherwise, would constitute a default under any term or provision of the contract documents of the Vendor, the by-laws or resolutions of the Vendor or any agreement or instrument to which the Vendor is a party or by which it is bound, or
  - (B) require the Vendor to obtain any Approval or action of any other Persons and, if required, any such Approvals have already been obtained as of the date of this Contract;
- (iv) this Contract constitutes a legally valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the rights of creditors generally, the principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court of competent jurisdiction;
- (v) the Vendor has carefully reviewed the whole of this Contract, including all of the Appendices and Schedules, and all other documents made available to the Vendor by Metrolinx, and, to the Vendor's knowledge, nothing contained herein or therein inhibits or prevents the Vendor from performing the Work in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (vi) the Vendor has engaged and shall engage only Subvendors and Vendor Personnel that are qualified and competent to perform the portions of the Work they are responsible for and possess the requisite Domain Expertise;
- (vii) the Vendor has available the resources and personnel to complete all of its obligations under this Contract in a timely, efficient and professional manner in accordance with the Required Standard of Care;
- (viii) the Vendor is not aware of any legal action instituted, threatened or pending against the Vendor that could have a material adverse effect on its ability to perform its obligations under this Contract;
- (ix) except as disclosed in the Submission, the Vendor is free of any actual or potential Request Conflict of Interest;
- (x) the Vendor is registered as an employer pursuant to the Workplace Safety and Insurance Act (Ontario) and has completed all filings and paid all assessments as required pursuant to that Act and the regulations thereunder;

- (xi) the Vendor is familiar with the obligations imposed on an "employer" as defined in OHSA, and that it has in place a health and safety program to ensure that it takes all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under that Act; and
- (xii) the Vendor represents, warrants and covenants to Metrolinx that the Vendor is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act.

## 11.2 Continuing Effect of Representations, Warranties and Covenants

- (a) The Vendor hereto agrees that its covenants, representations and warranties contained in this Article 11 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

## 12.0 Indemnity

### 12.1 Indemnification

- (a) The Vendor shall at all times indemnify and save harmless Metrolinx, its officers, directors, employees, members, agents, representatives, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all Losses resulting from:
  - (i) any breach, violation or non-performance by or on behalf of the Vendor or any Vendor Personnel of any covenant, obligation or agreement of the Vendor contained in this Contract, including any warranty;
  - (ii) any inaccuracy in or breach of any of the representations or warranties of the Vendor contained in this Contract;
  - (iii) the negligence (whether through action(s) or omissions(s), errors, wilful misconduct or fraud by or on behalf of the Vendor or by any Vendor Personnel;
  - (iv) any acts performed by or on behalf of the Vendor or by any Vendor Personnel beyond the authority of the Vendor hereby conferred;
  - (v) any breach of the terms and conditions set out in Article 3 or the "Safety Requirements" section of the Scope of Work or arising as a result of any illness, injury or death of any employee of the Vendor or any Subvendor, including:
    - (A) any resulting expenses incurred by Metrolinx as a result of stoppage of the Work on account of failure by the Vendor to meet its obligations under and/or with respect to the OHSA; and
    - (B) any resulting fine(s) levied against Metrolinx as a result of any breach of the responsibilities of the employer for the work, to the extent attributable to the Vendor's failure to fulfil its obligations as described in Section 3.1.

- (b) The Vendor shall pay all reasonable costs, expenses and legal fees that may be incurred or paid by the Indemnified Parties in connection with any demand, claim, execution, action, suit or proceeding with respect to a matter for which the Vendor is obligated to indemnify the Indemnified Parties pursuant to this Article 12.
- (c) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article 12, and without prejudice to any other right or remedy Metrolinx may have, Metrolinx shall be entitled to deduct or withhold a reasonable sum on account of such claim, action, suit, execution or demand, including legal costs, from monies owed or payable by Metrolinx to the Vendor under this Contract pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
  - (i) the Vendor is, becomes, or is deemed to be bankrupt or an insolvent person pursuant to the Bankruptcy and Insolvency Act (Canada);
  - (ii) the Vendor makes a general assignment for the benefit of creditors; or
  - (iii) a receiver or interim-receiver is appointed with respect to some or all of the Vendor's business, assets, or property,then Metrolinx shall be entitled, without prejudice to any other right or remedy Metrolinx may have, to further deduct or withhold a reasonable sum on account of such Loss, from any monies owed or payable by Metrolinx to the Vendor under any other agreement or account. The provisions of this Section 12.1(c) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Vendor to or for the benefit of Metrolinx.

## 13.0 Limitation of Liability

### 13.1 Limitations on Liability

- (a) Subject to Section 13.1(c), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages. The Vendor acknowledges and agrees that any damages awarded by a court of competent jurisdiction against Metrolinx as a result of a third party claim for death or bodily injury, or damage, loss or destruction of any real or tangible personal property against Metrolinx, caused, in any way, by the negligence or willful misconduct of the Vendor or any Vendor Personnel, is to be considered direct damages.
- (b) Subject to Section 13.1(c), each Party's aggregate liability to the other under the Contract for direct damages for all events giving rise to liability hereunder shall be limited to an amount equal to \$9,000,000 **[two times the Estimated Contract Price][Note: Estimated daily pickup once all 150 devices are activated will be approximately \$2,000,000.**
- (c) The limitations of liability set forth in Sections 13.1(a) and 13.1(b) shall not apply with respect to Losses:



- (i) that are the subject of indemnification pursuant to Articles 12.1(a)(iii), (iv) or (v); or
- (ii) occasioned by a breach of Article 10.
- (d) Each party shall have a duty to mitigate damages for which the Vendor is responsible.

## **14.0 Termination**

### **14.1 Termination for Cause by Metrolinx**

- (a) Metrolinx may, by ten (10) days' written notice to the Vendor, suspend or terminate the whole or any part of the provision of the Work or this Contract for cause in the event that the Vendor is in breach of any of its obligations under this Contract, and it fails to cure such breach (which breach must be curable) within thirty (30) days of being notified thereof, and thereupon:
  - (i) Metrolinx may appoint officials of Metrolinx or any other person or persons in the place and stead of the Vendor to perform the Work or any portion thereof;
  - (ii) the Vendor shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders for materials or services for the terminated portion of the Work; and
  - (iii) nothing contained herein shall limit the rights of Metrolinx to recover damages from the Vendor arising from the failure of the Vendor to perform the Work satisfactorily in accordance with the terms of this Contract.
- (b) If Metrolinx chooses to terminate this Contract in part under Section 14.1 or 14.2, a Change order or amendment will be prepared to reflect the partial termination and the charges payable under this Contract will be equitably adjusted to reflect that Work that is terminated.

### **14.2 Termination for Convenience by Metrolinx**

- (a) Metrolinx may, by thirty (30) days' written notice to the Vendor, terminate this Contract, in whole or in part, for convenience, and thereupon Metrolinx shall be liable for payment to the Vendor for those monies attributable to the part of the Work performed to the satisfaction of Metrolinx to the date of termination stipulated in such notice. Metrolinx shall also be liable for any reasonable documented demobilization costs and the reasonable cost of cancellation of any contracts, but in no event will Metrolinx be liable for any loss of profits, loss of revenue or other consequential damages.

## **15.0 Force Majeure**

### **15.1 Force Majeure**

- (a) Neither Party shall be liable for Losses caused by a delay or failure to perform its obligations under this Contract where such delay or failure is caused by an event

beyond its reasonable control (a "Force Majeure Event"). The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as the provisions of this Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

- (b) Without limiting the generality of the foregoing, the Parties agree that Force Majeure Events may include acts of God, natural disasters, acts of war, war-like operations, civil war, acts of foreign enemy, plagues, epidemics, insurrection and terrorism (provided that the conditions of Section 15.1(a) are met) but shall in no event include:
  - (i) shortages or delays relating to supplies or services;
  - (ii) on the part of the Vendor, lack of financing or inability to perform because of the financial condition of the Vendor;
  - (iii) strikes, lockouts and other labour disruptions of the Vendor's Personnel or the TTC's employees. The Vendor acknowledges that it shall be obligated to continue its performance of the Work notwithstanding any type of labour disruption by its own employees or by the employees of TTC; or
  - (iv) inclement weather conditions.
- (c) A failure by Metrolinx to furnish instructions is not a Force Majeure Event until fourteen (14) days after a demand for such instructions has been made in writing by the Vendor and not then unless such claim is reasonable and justified to Metrolinx.

## 15.2 Process

- (a) If a Party seeks to excuse itself from its obligations under this Contract due to a Force Majeure Event:
  - (i) that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period thereof; and
  - (ii) the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for the period of time directly attributable to such Force Majeure Event.
- (b) This Section shall not apply or be available to a Party in respect of any event, or resulting delay or failure to perform, occurring more than fourteen (14) days before notice is given to Metrolinx pursuant to Section 15.2(a).
- (c) In the case of a continuing Force Majeure Event, only one notice shall be necessary.

## 15.3 Metrolinx Rights

- (a) Without limiting any other rights available to Metrolinx under this Contract, Metrolinx reserves the right to contract any Work from a third party during any period of Force Majeure claimed by the Vendor.

## **16.0 Dispute Resolution**

- (a) All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule D - Dispute Resolution.
- (b) The process set out in Schedule D – Dispute Resolution shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, litigation earlier, but only if required to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors, or where a Party makes a good faith determination that a breach of the terms of this Contract by the other Party is such that the damages to such Party resulting from the breach shall be so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

## **17.0 Set Off**

- (a) Metrolinx shall have the right to satisfy any amount from time to time owing by it to the Vendor under the Contract by way of a set-off against any amount from time to time owing by the Vendor to Metrolinx under the Contract, including but not limited to any amount owing to Metrolinx pursuant to the Vendor's indemnification of Metrolinx in this Contract.

## **18.0 General**

### **18.1 Entire Agreement**

- (a) This Contract constitutes the entire agreement between the Parties regarding the Work and supersedes any prior understandings, negotiations, representations or agreements, whether written or verbal.

### **18.2 Governing Law and Jurisdiction**

- (a) This Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction. The Parties hereby irrevocably and unconditionally attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

### **18.3 Survival**

- (a) The obligations set out in Articles 1, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16 and this Article 18 and Section 2.8 of this Contract shall continue to bind the Vendor notwithstanding expiration or termination of this Contract for any reason whatsoever or completion of the Work as contemplated hereunder.

### **18.4 Enurement**

- (a) This Contract shall enure to the benefit of, and be binding upon the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

#### 18.5 Assignment

- (a) The Vendor shall not be entitled to assign this Contract in whole or in part without the prior written consent of Metrolinx, which consent shall not be unreasonably withheld or delayed.

#### 18.6 Independent Parties

- (a) This Contract does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. The relationship between the Parties is to be considered at all times as that of a purchaser and an independent contractor. Neither Party shall have the right to bind the other to any agreement with any third party or to incur any obligation or liability on behalf of the other Party. Except as expressly provided for in this Contract, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.
- (b) The Vendor Personnel and all other personnel providing the Work are solely the employees of the Vendor and applicable Subvendors (and not Metrolinx') for all purposes under this Contract, including for all purposes under any Applicable Laws. Accordingly, none of the foregoing personnel is entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx.

#### 18.7 Third Party Beneficiaries

- (a) This Contract is made solely for the benefit of the Parties and, to the extent expressly and specifically stated, any other Parties made beneficiaries of this Contract. No terms of this Contract shall be deemed to confer upon any other third parties any claim, remedy, reimbursement or other right.
- (b) The Vendor represents and warrants to Metrolinx that the Vendor is entering into this Contract solely on the Vendor's own behalf and not as an agent for any other Person.

#### 18.8 Joint and Several Liability

- (a) Where the Vendor comprises two or more Persons, each of them shall be jointly and severally liable for the obligations of the Vendor under this Contract.

#### 18.9 Notice

- (a) Every notice required or permitted under this Contract must be in writing and may be delivered in person, by courier or by fax to the applicable party at the address or fax number in the Articles of Agreement or to any other address, fax number or individual that a party subsequently designates by notice.
- (b) Any notice under this Contract, if delivered personally or by courier on a Business Day will be deemed to have been given when actually received, if delivered by fax

before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by fax after 3:00 p.m. on a Business Day or on a day that is not a Business Day will be deemed to be delivered on the next Business Day. For greater clarity, notice shall not be given by email.

#### 18.10 Amendments

- (a) Except as expressly provided in this Contract, no amendment, supplement or restatement of any provision of this Contract is binding unless it is in writing and signed by both Parties.

#### 18.11 No Waiver

- (a) No provision of this Contract shall be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom it is sought to enforce the waiver, amendment or modification. The failure by a Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

#### 18.12 Severability

- (a) If any term or condition of this Contract, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable in whole or in part, the remainder of this Contract shall continue in full force and effect, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

#### 18.13 Further Assurances

- (a) Each Party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request for the purpose of giving effect to this Contract or carrying out the intention or facilitating the performance of the terms of this Contract.

#### 18.14 Conflict of Interest Acknowledgement and Agreement

- (a) For the purposes of this Contract, a "Conflict of Interest" includes any situation or circumstances where, in relation to the performance of its contractual obligations in this Contract, the Vendor'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 judgment; or
  - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

- (b) The Vendor acknowledges that participation (directly or indirectly) in any procurement process arising from or related to this Contract (the "Prohibited Procurements") would constitute a Conflict of Interest with this Contract, and the Vendor agrees that it shall not, and shall take reasonable steps (including obtaining covenants substantially similar to those set out in this section) to ensure that its Subvendors do not participate in or be involved with such Prohibited Procurements either directly or indirectly, including as a bidder or as a subvendor, subcontractor or advisor to any bidder.
- (c) The Vendor shall:
  - (i) avoid all Conflict of Interest in the performance of its contractual obligations;
  - (ii) disclose to Metrolinx without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and
  - (iii) comply with any requirements prescribed by Metrolinx to resolve any Conflict of Interest.
- (d) In addition to all other contractual rights or rights available at law or in equity, Metrolinx shall have the right to immediately terminate this Contract, by giving notice in writing to the Vendor, where:
  - (i) the Vendor fails to disclose an actual or potential Conflict of Interest;
  - (ii) the Vendor fails to comply with any requirements prescribed by Metrolinx to resolve a Conflict of Interest; or
  - (iii) the Vendor's Conflict of Interest cannot be resolved.
- (e) This section shall survive any termination or expiry of this Contract.

#### 18.15 Counterparts

- (a) This Contract may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form, provided that the Party providing its signature in electronic form shall promptly forward to the other Party an original signed copy of this Contract which was so sent electronically.

END OF SECTION

## **1.0 In this Contract Document,**

- 1.1 "Applicable Laws" means all applicable laws, statutes, regulations, orders, by-laws, treaties, judgements, decrees and ordinances applicable from time to time and, whether or not having the force of law, all applicable Approvals, Standards, codes, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, and policies of any Governmental Authority having or purporting to have jurisdiction or authority over a Party, property, transaction or event, including laws relating to workplace safety and insurance, occupational health and safety and employment standards.
- 1.2 "Approvals" means any permits, licences, authorities, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the work undertaken as part of the Work as may be required from any applicable Governmental Authority.
- 1.3 "Arbitration Act" means the Arbitration Act, 1991, S.O. 1991, Chapter 17.
- 1.4 "Business Day" means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business. Each Business Day will end at 4:00 p.m. on that day.
- 1.5 "Changes" has the meaning ascribed to it in Section 8.1 of the General Conditions.
- 1.6 "City Premises" means City of Toronto owned or leased properties to which the Vendor requires access in order to perform the Work. City Premises may include such on-street areas as are used by the TTC to provide service within the TTC transit system.
- 1.7 "Confidential Information" means all information of a confidential nature (as determined with reference to its treatment by Metrolinx) which is provided, disclosed or made available (orally, electronically or in writing or by any other media) by Metrolinx (or its representatives) to the Vendor (including to employees, vendors, contractors or other representatives thereof) and includes any copies or reproductions thereof. For greater certainty, all Metrolinx Materials, Personal Information, Contract Records, construction documents, and anything else specifically marked or identified by Metrolinx as confidential or proprietary are deemed to be "Confidential Information" for the purposes of this Contract.
- 1.8 "Conflict of Interest" has the meaning ascribed to it in Section 18.14 of the General Conditions.
- 1.9 "Contract" means this contract between the Vendor and Metrolinx pursuant to Request No. RQQ-2017-VM-148 including the Articles of Agreement, the General Conditions and the Schedules thereto.
- 1.10 "Contract Performance Appraisal" has the meaning ascribed to it in Section 2.8(a) of the General Conditions.
- 1.11 "Contract Records" has the meaning ascribed to it in Section 10.10 of the General Conditions.
- 1.12 "Deliverables" means the work product created by the Vendor and/or the Vendor Personnel in connection with or as a requirement of the Work, including all reports,

drawings, plans, designs, processes, tools, standards, registers, logs, updates, files, databases, Software, and documentation.

- 1.13 "Dispute" means all disputes, controversies, or claims arising out of or relating to: (a) this Contract; (b) the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Contract; and/or (c) the interpretation, enforceability, performance, application, or administration, breach, termination, or validity of this Contract or any failure to agree where agreement between the Parties is called for.
- 1.14 "Dispute Notice" has the meaning given in Schedule D - Dispute Resolution of General Conditions.
- 1.15 "Domain Expertise" means the required level of depth and breadth of qualifications and experience in respect of the tasks to be performed in connection with the Work, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Work.
- 1.16 "Effective Date" means the final date of execution of this Contract by both Parties.
- 1.17 "Estimated Contract Price" means the amount identified as such in Request Document Form: Contract Prices which shall form part of the Articles of Agreement.
- 1.18 "Excise Tax Act" means the Excise Tax Act, R.S.C. 1985, Chapter E-15.
- 1.19 "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter F.31.
- 1.20 "FIPPA Records" means all information, data, records and materials, however recorded, in the custody or control of Metrolinx, including Confidential Information, Personal Information and Contract Records. For the purposes of this definition, documents held by the Vendor in connection with this Contract are considered to be in the control of Metrolinx.
- 1.21 "Governmental Authority" means any domestic government, including any federal, provincial, territorial, municipal, regional or other local government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government; provided, however, "Governmental Authority" does not include Metrolinx.
- 1.22 "Income Tax Act" means the Income Tax Act, R.S.C. 1985, Chapter 1 (5th Supp.).
- 1.23 "Indemnified Parties" has the meaning ascribed to it in Section 12.1 of the General Conditions.
- 1.24 "Initial Term" has the meaning ascribed to it in Section 2.1(a) of the General Conditions.
- 1.25 "Intellectual Property" means all intellectual and industrial property, including all Software, patents, patent application rights, rights to file patents, inventions, trade-marks (whether registered or not), trade-mark applications, rights to file trade-marks, trade names, copyrights (whether registered or not), design registrations, trade secrets, confidential information, industrial and similar designs, rights to file for industrial and



similar designs, processes, methodologies, techniques and know-how, and all Intellectual Property Rights therein.

- 1.26 "Intellectual Property Rights" means any right to Intellectual Property recognized by law, including any Intellectual Property right protected by legislation or arising from protection of information as a trade secret or as confidential information.
- 1.27 "Joint Venture" is the business arrangement of two or more parties proposed as identified in the Submission.
- 1.28 "Losses" means claims, actions, suits, executions, and demands and all loss, liability, judgments, costs, charges, damages, liens and expenses of any nature whatsoever and howsoever caused.
- 1.29 "Metrolinx" means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.
- 1.30 "Metrolinx IP" has the meaning ascribed to it in Section 6.1 of the General Conditions.
- 1.31 "Metrolinx Materials" means: (a) all materials, images, reports, Software, audio or video recordings, specifications, performance requirements, software development tools, technologies, content, data (including all information whether or not contained in or on any database or electronic information storage system or media owned by or in the custody or control of Metrolinx), technical information, and any other recorded information, in any form and on any media, that are proprietary to, or controlled or licensed by, Metrolinx and provided to the Vendor; (b) all procurement documents issued by Metrolinx; (c) all documentation or source materials (including source code) related to any of the foregoing; and (d) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Metrolinx Materials by Metrolinx or any third party not performing work under this Contract.
- 1.32 "Metrolinx Marks" means any trademarks, service marks, trade names, logos or other commercial or product designations owned or licensed by Metrolinx, whether registered or not.
- 1.33 "Metrolinx Representative" or "Metrolinx's Representative" has the meaning ascribed to it in Section 2.7 of the General Conditions.
- 1.34 "OHSA" means the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1.
- 1.35 "Parties" means both of Metrolinx and the Vendor and a "Party" means either one of them.
- 1.36 "Person" means any individual, sole proprietorship, partnership, limited partnership, corporation or company (with or without share capital), trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature.
- 1.37 "Place of Work" is the designated sites or locations of the Work, and includes all TTC Premises and City Premises where the Work is required to be carried out.
- 1.38 "Prohibited Procurements" has the meaning ascribed to it in Section 18.14 of the General Conditions.

- 1.39 "Rates" has the meaning ascribed to it in Section 1.1 of Schedule B - Financial Terms of General Conditions.
- 1.40 "Renewal Term" has the meaning ascribed to it in Section 2.1(a) of the General Conditions.
- 1.41 "Request Conflict of Interest" means the Vendor had an unfair advantage or engaged in conduct, directly or indirectly, that gave it an unfair advantage, including but not limited to (i) having, or having had access to, confidential information of Metrolinx in the preparation of its submission during the RQQ Process that was not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RQQ Process (including but not limited to the lobbying of decision makers involved in the RQQ Process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RQQ Process.
- 1.42 "Required Standard of Care" means: (a) using the Standards, practices, methods and procedures among the highest commercial standards of practice and professionalism as understood in the Province of Ontario; (b) confirming to Applicable Laws and all rules of professional conduct applicable to the Vendor or the Vendor Personnel; (c) exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a leading Person or professional performing work similar to those called for under this Contract; and (d) using only proper materials and methods as are suited to the function and performance intended.
- 1.43 "RQQ Process" means the Request to Qualify and Quote process set out in Request No RQQ-2017-VM-148.
- 1.44 "Scope of Work" describes the general and detailed requirements of the Work as set out in Appendix "B".
- 1.45 "Software" means any set of machine readable instructions that directs the performance of specific operations, including computer programs, computer code, software programs (whether executable or not executable), system software, application software, embedded software, databases, data, middleware, GUI's, objects, firmware, components and modules and related documentation.
- 1.46 "Standards" means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.
- 1.47 "Subvendor" means an individual, firm, partnership, corporation or design professional having a direct contract with the Vendor or another Subvendor to perform a part or parts of the Work as identified in the Submission or as otherwise identified in a request to add a new subvendor.
- 1.48 "Submission" means all documentation and other materials and information submitted by the Proponent in response to the RQQ Process.
- 1.49 "Taxes" means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including, income, capital (including large corporations), gross receipts, consumption, sales, use, transfer, goods and services or other Value Added Taxes, excise, customs or other import, anti-dumping, countervail, net worth, alternative or add-on minimum, windfall profits, stamp, registration, franchise, payroll,

employment insurance, Canada Pension Plan, worker's compensation, health, education, school, business, property, local improvement, environmental, development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and charges) together with all fines, interest and penalties in respect thereof or in lieu of or for non-collection thereof.

- 1.50 "Term" means the Initial Term, as extended by the Renewal Terms, if any.
- 1.51 "TTC" means the Toronto Transit Commission.
- 1.52 "TTC Premises" means the TTC owned, leased or contracted for properties which the Vendor requires access in order to perform the Work. TTC Premises includes transit vehicles (e.g. buses, streetcars, light rail vehicles, rapid transit vehicles and subway cars, and other vehicles performing services to TTC under contract) used by the TTC within the TTC transit system.
- 1.53 "Value Added Taxes" means such sum as shall be levied upon amounts payable to the Vendor under this Contract by any Governmental Authority that is computed as a percentage of the amounts payable to the Vendor (including all other Taxes but excluding Value Added Taxes), and includes the HST, and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of the Vendor.
- 1.54 "Vendor" means [TO BE COMPLETED AT SIGNING].
- 1.55 "Vendor Background IP" means any methodologies, patterns, plans, procedures, Software, algorithms, computer code, documentation, tools, business processes, scripts, interfaces, commands, technical information, know-how, techniques, specifications, technologies and/or other Intellectual Property that is proprietary to the Vendor or which Vendor has the right and licence to use and make available to Metrolinx, in each case that was either: (a) created prior to the Effective Date; or (b) created, developed or produced independently of this Contract and/or the performance of the Work.
- 1.56 "Vendor Personnel" or "Vendor's Personnel" means (a) with respect to the Vendor, all of the Vendor's personnel, employees and independent contractors (including the Vendor's Representative) engaged in the performance of the Work; and (b) with respect to each Subvendor, all of that Subvendor's personnel, employees and independent contractors engaged in the performance of the Work.
- 1.57 "Vendor Policies" has the meaning ascribed to it in Schedule C - Insurance of General Conditions.
- 1.58 "Vendor's Representative" means the person identified by the Vendor, and Accepted by Metrolinx, as the Vendor's authorized representative pursuant to Section 2.6 of the General Conditions.
- 1.59 "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Vendor under this Contract, including all of the work, labour, services, goods, equipment, if applicable, described in the Scope of Work.

## END OF SECTION

## **1.0 Payment**

- 1.1 Metrolinx will pay the Vendor for the Work performed by the Vendor pursuant to this Contract, in the amounts and manner, at the rates set out in the Articles of Agreement (the "Rates") and at the times, set forth in the Articles of Agreement and this Schedule B - Financial Terms.
- 1.2 The Vendor shall perform all of the Work notwithstanding that the value of the time spent by the Vendor in performance thereof may exceed the maximum amount payable to the Vendor pursuant to Section 3.0 of this Schedule B - Financial Terms.

## **2.0 Limitation of Expenditure**

- 2.1 It is understood that the Contract is based on reimbursement for actual Work requested by Metrolinx and performed by the Vendor, to the satisfaction of Metrolinx.
- 2.2 Metrolinx does not guarantee any minimum or maximum of work.

## **3.0 Estimated Contract Price**

- 3.1 Subject to Sections 8.1, 8.2 and Article 9 - Additional Resources of the General Conditions, Metrolinx and the Vendor acknowledge and agree that **[Estimated Contract Price]** set out in the Articles of Agreement is the maximum amount payable in respect of the provision of the Work, excluding HST; provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Vendor will be paid the full amount of, the Estimated Contract Price.

## **4.0 Rates for Work**

- 4.1 The Vendor acknowledges and agrees that the Rates are inclusive of all labour and materials, insurance costs, disbursements and all other overhead including any fees or other charges required under Applicable Laws. Without limiting the generality of the foregoing, the Rates include costs for the coordination, administration of the provision and management of the Work necessary to achieve compliance with external agencies and Governmental Authorities as required to obtain any Approvals, provided, however, that the specific costs associated with application and permit fees in respect of the Approvals shall be paid directly by Metrolinx.
- 4.2 Metrolinx shall not reimburse the Vendor for any hospitality, food or incidental expenses incurred. Subject to the prior consent of Metrolinx, Metrolinx shall reimburse the Vendor for reasonable traveling expenses incurred in connection with the performance of the Work, such reimbursement to be made in accordance with the Government of Ontario's Travel, Meal, and Hospitality Expenses Directive.
- 4.3 As part of the Work, the Vendor shall also be responsible for obtaining and registering all of the Software licenses and long term support agreements, as and if applicable, on behalf of Metrolinx, and any costs incurred by the Vendor in connection thereto shall be included in the Rates set out in the Articles of Agreement.

## **5.0 Taxes**

- 5.1 The Estimated Contract Price and all amounts payable under the Contract shall be inclusive of all Taxes (except for HST) in effect as at the date of this Contract. Unless otherwise expressly specified in this Contract or otherwise required by Applicable Law, the Vendor shall be responsible for remittance of any and all Taxes due and payable in respect of the Work.
- 5.2 Any amount to be levied against Metrolinx in respect of the HST or any similar successor tax levied under the Excise Tax Act and applicable to the Work, is to be shown separately on all invoices for Work performed by the Vendor. The Vendor shall remit any HST paid or due to the Canada Revenue Agency in accordance with Applicable Laws, and shall, at the request of Metrolinx, provide evidence of payment of same.
- 5.3 In the event that Metrolinx is entitled to a rebate under the Retail Sales Tax Act (Ontario) or the Excise Tax Act in whole or in part, for Value Added Taxes paid under this Contract, the Vendor shall show on each invoice, and in the manner directed by Metrolinx, either the actual Value Added Taxes paid by the Vendor by category or the portion of the Vendor's fees eligible under Applicable Law for the rebate.
- 5.4 Certain payments to non-resident corporations or individuals may be subject to withholding taxes, under the Income Tax Act. Non-residents can apply in advance to Revenue Canada, Taxation, for a waiver or reduction of the withholding tax requirement. Unless Metrolinx is provided with a copy of the written information as a result of the waiver application to the Tax Services Office of the Canada Revenue Agency, taxes will be withheld as determined under the Income Tax Act. The Vendor shall be responsible for investigating whether they are subject to the withholding of taxes under the Income Tax Act and obtaining the necessary waiver or reduction as needed.

## **6.0 Invoicing and Payment Process**

- 6.1 Unless otherwise specified in the Articles of Agreement or in a Task Plan, the Vendor shall submit an invoice for payment for Work completed no less than ten (10) Business Days following the end of the month in respect of which the related Work were rendered. The invoice shall be in form and substance satisfactory to Metrolinx acting reasonably and shall set out with sufficient particularity the Work performed in the previous month and the total time spent by each category of Vendor Personnel multiplied by the applicable Rate.
- 6.2 The aggregate amount invoiced by the Vendor shall not exceed the Estimated Contract Price, unless such additional amount is agreed by the Parties pursuant to the change management process set out in Article 8 of the General Conditions.
- 6.3 Unless there is a Dispute with respect to the content of an invoice and subject to the other provisions of this Schedule B, Metrolinx shall make payment to the Vendor no later than thirty (30) Business Days following receipt of the invoice for payment from the Vendor, unless otherwise provided or permitted in the Contract. The Vendor shall accept any payments made by Metrolinx by way of Electronic Funds Transfer, and shall, if requested by Metrolinx, provide the account information required to complete an Electronic Funds Transfer.

## **7.0 Cost of Changes**

- 7.1 Changes shall be implemented by the Vendor without any additional charge, unless the Vendor is able to demonstrate (with supporting documentation) that the Change causes the Vendor to incur additional costs.
- 7.2 The Vendor shall implement all Changes for a reasonable price in accordance with the same pricing principles and price levels as originally agreed in the Articles of Agreement. Where Rates apply to Vendor Personnel, those same Rates shall apply with reference to the applicable level of experience and/or expertise.
- 7.3 Metrolinx shall have the right to request such documentation and other supporting information as it reasonably requires to confirm and substantiate the costs associated with any Change request, and the Vendor shall provide same to Metrolinx within five (5) Business Days of the request therefor.

## **8.0 Metrolinx Property**

- 8.1 All tangible property purchased and charged to Metrolinx' account is and shall be deemed and shall remain the property of Metrolinx.

END OF SECTION

## 1.0 Vendor Insurance Requirements

1.1 The Vendor shall, at its own expense, obtain and maintain for the entire Term minimum insurance coverage as follows:

(a) Commercial General Liability

- (i) The policy shall provide a policy limit of not less than five million dollars (\$5,000,000) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the Work required to be performed under this Contract. The Vendor shall cause the interest of Metrolinx, and such other Person as Metrolinx may determine at its sole and absolute discretion, to be noted on the Vendor Policies hereof as "Additional Insured". The policy shall contain a waiver of subrogation, cross liability and severability of interest.

(b) Automobile Liability Insurance

- (i) If required, the policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles in connection with the performance of the Work. Coverage shall consist of a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Alternatively, for Work that do not require the use of owned, non-owned, leased or hired automobile, the Vendor shall provide a written confirmation within five (5) Business Days of contract award, stating same, in place of the insurance coverage.

(c) Cyber Liability Insurance

- (i) Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(d) Crime/Employee Theft

- (i) Crime/Employee Theft and Dishonesty Insurance, including in transit insurance, in the amount of not less than five million dollars (\$5,000,000) per occurrence.

- (e) Any other valid or collectible insurance available to Metrolinx shall not apply to any loss until the coverage and limits available under the insurance policies maintained by the Vendor in accordance with this Contract have been exhausted.

## 1.2 Additional Coverage

- (a) Without prejudice to any other provisions of this Contract, the Vendor shall, at all relevant times and at its own expense, obtain and maintain, or cause to be obtained and maintained (during the Term plus thirty-six (36) months after termination or expiration of this Contract):
  - (i) those insurances that are reasonable for the performance of the type and scope of Work set out by this Contract (including, as applicable, insurance as would typically be required by prudent designers or consultants); and/or
  - (ii) those insurances that the Vendor is required to obtain and maintain, or cause to be obtained or maintained, by Applicable Law.

## 1.3 Requirements for Insurance

- (a) All of Vendor's policies of insurance, as required under this Contract (the "Vendor Policies"), shall be taken out with insurance companies licensed to transact business in the Province of Ontario with an AM Best rating of no less than A or the equivalent rating of another industry-recognized rating company.
- (b) Any deductible or self-insured retention amounts are the responsibility of the Vendor. Notwithstanding the foregoing, such deductibles or self-insured retention must be consistent with standard commercial practice and acceptable to Metrolinx, acting reasonably.
- (c) All Vendor Policies shall be kept in full force and effect during the Term, including any requirements for the period following the Term.
- (d) In the event that the Vendor fails to obtain and/or maintain in full force and effect any such insurance as aforementioned, then Metrolinx shall have the right as the Vendor's true and lawful attorney to do all things necessary for this purpose. The Vendor shall be responsible, and shall reimburse Metrolinx, all amounts paid by Metrolinx for insurance premiums and any and all costs incurred by Metrolinx in connection with this Contract. Without limitation, any premiums due on any insurance policy under this Schedule C - Insurance, but not paid by the Vendor may be paid directly to the insurer(s) or broker(s) by Metrolinx, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the Vendor by Metrolinx either under this Contract or otherwise.
- (e) Irrespective of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the Vendor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

## 1.4 Proof of Insurance

- (a) The Vendor shall, prior to the commencement of the Work and thereafter upon request, provide to Metrolinx original signed certificates of insurance for the Vendor Policies, confirming that the required coverage has been placed and maintained. In addition, at least fifteen (15) days prior to the expiry date or replacement of any policy, the Vendor shall provide original signed certificates



evidencing renewals or replacements of such policy to Metrolinx, without notice or request by Metrolinx.

- (b) The Vendor shall, upon request, provide evidence to Metrolinx that the premiums associated with the Vendor Policies have been paid; however, receipt by Metrolinx of the above information will in no way constitute confirmation by Metrolinx that the insurance complies with the requirements of this Contract. Responsibility for ensuring that the insurance coverage outlined in this Contract is in place rests solely with the Vendor.
- (c) The Vendor also agrees to provide Metrolinx with proof of errors and omissions insurance maintained by any Subvendor, where such Subvendor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to Metrolinx no later than the execution of this Contract by the Vendor and to be in a form and with an insurer acceptable to Metrolinx.

#### 1.5 Vendor's Liability Preserved

- (a) The provisions of this Contract as they relate to insurance do not diminish, limit or otherwise affect the liability of the Vendor to Metrolinx under or in relation to any other provisions of this Contract.

#### 1.6 Certificates of Insurance shall include:

- (a) A reference to the Project description and Contract number;
- (b) Additional insureds as follows:
  - (i) The Certificate of Commercial General Liability Insurance shall include the following as additional insureds:
    - (A) Metrolinx; and
    - (B) Toronto Transit Commission
- (c) Confirmation the policy includes a waiver of subrogation against Metrolinx as required by General Conditions of the Contract.
- (d) A provision requiring the insurer to give Metrolinx thirty (30) calendar days' prior written notice of any changes to, or cancellation of, the required insurance policies.

## 2.0 Workplace Safety & Insurance Board Protection

- 2.1 With respect to the WSIB coverage as required under the Workplace Safety and Insurance Act (Ontario), the Vendor unconditionally guarantees to Metrolinx full compliance with the conditions, regulations and laws relating to workplace safety insurance by itself and by all Subvendors.
- 2.2 Without restricting the indemnity obligations of the Vendor in Article 12 of the General Conditions, unless the Vendor is WSIB exempt, the Vendor shall produce, at the commencement of this Contract, from time to time as may be required by Metrolinx and

prior to issuance of the Final Payment Certificate, a valid Workplace Safety and Insurance Clearance Certificate, issued by the WSIB, for the premium rate class, subclass or group appropriate to the Work.

- 2.3 If the Vendor is WSIB exempt, it shall provide evidence of Employer's Liability or equivalent, to the satisfaction of Metrolinx, in lieu of a Workplace Safety and Insurance Clearance Certificate.

END OF SECTION

## **1.0 Bona fide efforts to resolve**

- 1.1 The Parties shall at all times during the Term make bona fide efforts to resolve any and all Disputes arising between them by amicable negotiations and to have all Disputes resolved at the lowest level of management before engaging the dispute resolution processes described in the balance of this Schedule D - Dispute Resolution.

## **2.0 Continuance of the Work During Dispute**

- 2.1 Unless expressly directed otherwise by Metrolinx, the Vendor shall not stop or delay the performance of the Work, in whole or in part, on account of a Dispute between the Vendor and Metrolinx or between the Vendor and any other Person. Without limiting the generality of the foregoing, at all times during the course of a Dispute, the Vendor shall:
- (a) continue with the Work in a diligent manner and without delay;
  - (b) conform to Metrolinx' decisions and directions; and
  - (c) be governed by all applicable provisions of this Contract.
- 2.2 The Parties acknowledge and agree that the Vendor's compliance with this Section 2.0 shall not operate to waive any claim or contention that the Vendor may have in relation to any Dispute.

## **3.0 Tiered-Dispute Resolution**

- 3.1 The Parties agree that any Dispute which cannot be resolved to the satisfaction of both Parties by direct discussions between staff members of the Parties, may be referred for negotiation between senior management of both Parties by delivery from one Party to the other Party of notice in writing requesting dispute resolution, which notice shall set out the Dispute in reasonably sufficient detail (a "Dispute Notice").

## **4.0 Negotiation**

- 4.1 In the event a Party issues a Dispute Notice to the other Party, [Insert applicable position] at Metrolinx (or if that position no longer exists at the time the Dispute Notice is issued, the person performing an equivalent function) and an authorized representative of the Vendor, of equivalent seniority and duly appointed to represent the Vendor in this regard, shall meet and make a good faith effort, on a without prejudice basis, to resolve the Dispute as set out in the Dispute Notice in a prompt manner and, for the purpose of same, each Party shall provide its representative with full and timely disclosure of all relevant facts information and documents as may be reasonably required or may be reasonably requested by the other Party, on a without prejudice basis, to facilitate such negotiation.
- 4.2 Negotiations under this Section 4.0 shall be commenced within ten (10) Business Days of delivery of a Dispute Notice and shall, unless otherwise agreed by the Parties, be concluded within fifteen (15) Business Days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall issue a joint statement detailing the manner in which the Dispute has been resolved.

## **5.0 Mediation**

- 5.1 If a Dispute has not been resolved through high-level negotiation as contemplated in Section 4.0, either Party may refer the Dispute to be resolved through mediation.
- 5.2 The Parties shall mutually agree to the appointment of the mediator within thirty (30) Business Days, or within such other time as the Parties may agree, of any Party issuing a supplementary Dispute Notice requesting mediation.
- 5.3 If the Parties cannot agree on the appointment of a mediator, the appointment of a mediator shall be determined by the Ontario Superior Court of Justice following an application by either Party.
- 5.4 The mediator shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and the mediation skills to mediate a Dispute.
- 5.5 Unless the Parties otherwise agree, the mediation shall proceed in accordance with the following procedures:
  - (a) Each Party shall prepare a summary of the issues in dispute, with the Party's position with respect to those issues. The summary shall be delivered to the mediator and the other Parties, at least seven (7) Business Days before the first mediation conference.
  - (b) The goal of the mediation is to reach an agreed upon settlement and, therefore, all individuals with the appropriate authority to agree to the settlement terms and conditions shall be present at the mediation.
  - (c) A Party may be represented at the mediation by counsel or another representative at the sole cost of such Party.
  - (d) The mediator, the Parties and their counsel or representatives shall keep confidential all matters relating to the mediation, except where disclosure of a settlement agreement is necessary to implement or enforce that agreement and except as otherwise required by Applicable Law.
  - (e) In all respects, the mediation is deemed to be a "without prejudice" proceeding.
- 5.6 The costs of the mediator shall be apportioned equally between the Parties unless otherwise agreed under any settlement reached under this Section 5.0.
- 5.7 If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing, which will be signed by the Parties. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- 5.8 Both Parties acknowledge and agree that they may not refer a Dispute for resolution by arbitration under Section 6.0 herein prior to attempting to resolve such Dispute through mediation pursuant to this Section 5.0.

## 6.0 Arbitration

- 6.1 Any Party may, within ten (10) Business Days of the delivery of the mediator's confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. Subject to Applicable Law, if such a supplementary Dispute Notice is issued, the Parties shall proceed to arbitration in the manner described below.
- 6.2 If the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within ten (10) Business Days of the submission of a Dispute to arbitration under this Section 6.0. If the Parties are unable to agree on an arbitrator, each Party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator acceptable to both of them within ten (10) Business Days of their selection.
- 6.3 The arbitrator(s) shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and arbitration skills to arbitrate a Dispute.
- 6.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, except to the extent they are modified by the express provisions of this Schedule D - Dispute Resolution or unless the Parties otherwise agree.
- 6.5 If the issue in dispute is particularly time sensitive, the Parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process in order that an award may be rendered as soon as practicable by the arbitrator(s), given the nature of the Dispute.
- 6.6 The arbitrator(s) has the jurisdiction to deal with all matters relating to a Dispute.
- 6.7 Unless otherwise agreed, the arbitration shall be conducted in the City of Toronto, Province of Ontario at the location determined from time to time by the arbitrators, but the arbitrators may meet in any other place the arbitrators consider necessary for consultation, to hear witnesses, experts or other parties, or for the inspection of documents, goods or other property.
- 6.8 In addition to the examination of the Parties by each other, the arbitrator(s) may examine, in the ordinary course, the Parties or either of them and the witnesses in the matter referred to the arbitrator(s), and the Parties and witnesses, if examined, shall be examined on oath or affirmation.
- 6.9 The language of the arbitration shall be English.
- 6.10 The arbitrator(s) shall, after full consideration of the issues in dispute, the relevant facts and Applicable Law, render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than thirty (30) Business Days after argument of the issue to the arbitrator(s), which decision shall be final and binding on the Parties and not subject to appeal or challenge, except such limited relief provided under Section 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the Arbitration Act.
- 6.11 The costs of the arbitration are in the discretion of the arbitrator(s) who, in addition to any jurisdiction and authority under Applicable Law to award costs, has the jurisdiction

and authority to make an order for costs on such basis as the arbitrator(s) consider appropriate in the circumstances. The submission to the arbitrator(s), and any award made in pursuance of it, may, at the instance of either of the Parties and without notice to the other of them, be made an Order of the Ontario Court (General Division), pursuant to the Arbitration Act and the Courts of Justice Act (Ontario).

END OF SECTION

## Appendix "B" – Contractor's Scope of Services

### List of Contents

The following documents hereby form part of and are appended to this Request Document as the Appendix "B" –Scope of Services

<b><u>ITEM NO.</u></b>	<b><u>DOCUMENT TITLE</u></b>
1.	What is PRESTO and How does it work
2.	Scope of Services
3.	Safety Requirements
4.	Reference Information

### 1 What is PRESTO and How does it work?

PRESTO is both a division of Metrolinx and the regional electronic farecard and management system that allows customers, using a single contactless fare card, to access eleven (11) transit systems in the Greater Toronto, Hamilton and Ottawa areas that provide multiple modes of transit (e.g. buses, subways, trains). PRESTO is intended to increase transit ridership and operational efficiency, improve the customer experience, and support the increasing demand for intra and inter regional transit integration through the use of a single fare medium.

Full PRESTO rollout began in 2009 with the installation of payment devices at select GO stations and on municipal transit buses. As the rollout continued, passengers increasingly adopted PRESTO cards, and devices were installed across the networks of all the participating transit agencies. In 2016 PRESTO implementation was completed on TTC buses, streetcars and subway stations, with enhancements to PRESTO software and devices ongoing for the foreseeable future.

PRESTO allows customers to use a single, seamless, integrated fare payment method across participating transit systems across the region, including bus, train and subway routes. This technology can be adopted by a variety of municipal transit partners serving large city populations, mid-sized urban centres or burgeoning suburban communities.

Electronic readers scan the transit user's PRESTO farecard (which contains a passive RFID chip within the farecard) as they board their public transit vehicle or enter a station and deduct the appropriate fare or validate period passes - all within one-third of a second.



Figure 1: How PRESTO Works

## 2 Scope of Services

Metrolinx's 2012 agreement to implement PRESTO for the TTC includes a provision to collect cash from a variety of PRESTO devices located on-board TTC vehicles, at selected streetcar stops, at all subway stations and TYSSE stations<sup>1</sup>.

Presently all TTC buses, streetcars and subway stations are PRESTO enabled. While PRESTO card "readers," which deduct fares for travel are the most common type of fare collection device, there are also a number of other device types, which collect cash and dispense transfers, single-ride tickets or eventually PRESTO cards (permanent and limited use). In this context cash means bills, coins and potentially tokens.

<sup>1</sup> Services may also be required in the '905' area and Ottawa. See below for more information



It is important to note that a number of the current machines are scheduled to be replaced by newer, faster models. The change-over will occur on an ongoing basis for the next year. Also, the number of machines in service will also continue to rise. The cash collection servicing of these newer machines is more or less the same as the existing units however, each machine does have its own unique vault.

The devices that accept cash are primarily located on-board streetcars, at selected streetcar stops, at subway and TTC stations. In order for Metrolinx to fulfill its obligations to the TTC, it will be necessary to collect the vaults from these devices, securely transport them in armoured vehicles to a centralized facility (either that of the cash collection service provider or a Metrolinx processing facility), and deposit the packaged cash into the Metrolinx or other Metrolinx-designated bank account at the bank's centralized depository, with appropriate record-keeping and reporting on amounts collected and deposited as per the required frequency. Tokens are to be returned to a designated TTC location in downtown Toronto, which will be disclosed to the successful Proponent. Note that cash collection and delivery services may also be required in the future in the '905' area and Ottawa. The 905 area includes: Mississauga; Oakville; Burlington; Hamilton; Durham Region; York Region; and Brampton. PRESTO also operates on the OC TRANSPO system in Ottawa. In the event that cash collection services are required in any of these areas, Metrolinx will issue a contract amendment.

Metrolinx intends to award the contract to one (1) or more Proponents. The term of contract is for three (3) years with options to renew for two (2) additional terms of one (1) year each.

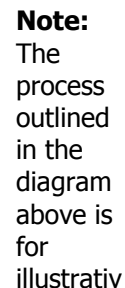
## 2.1 Collection Process and Device Types

There are a number of fare collection devices from which cash will need to be collected (see Table 1 below). Each device will have one or more vaults, which will need to be removed, emptied and replaced, as well as coin hoppers that will need to be refilled. The removed vault will need to be securely transported to a centralized facility with appropriate security monitoring where cash, coins and tokens are separated and processed.

The tokens will need to be packaged and returned to a centralized TTC location whereas the coins and cash will need to be collected from and deposited into a bank account designated by Metrolinx. Only the Single-Ride Vending Machines (SRVMs, described below) will accept TTC tokens. However, it is important to note that devices located on-board streetcars ("On-board SRVMs") can only be accessed between the hours of 9pm and 4am when the streetcars return to one of two "carhouses" located at Roncesvalles (20 The Queensway) and Leslie Barns (1165 Lake Shore Boulevard East), respectively.

Across the TTC system, cash is estimated to account for approximately 10% of all fares collected (~\$100 Million) per year. Of this amount, approximately 50% (~\$50 Million) is estimated to be collected aboard streetcars and at subway stations—although this is a very high-level estimate. The total volume of cash collected and processed could change over the next few years as PRESTO adoption increases and when the TTC changes its policy regarding acceptance of tokens and cash for fare payments.


### Figure 2 – High-level Illustration of Cash Collection Process




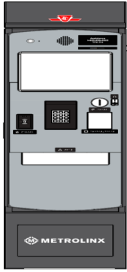
**Table 1 - Fare Collection Devices from which Cash Will Need to be Retrieved**

**Note 1:** Numbers in this table are intended to provide an indication of the approximate service requirements or volume of work. As the use of the FMVD and SRVM machines grows so too will the service requirements.

**Note 2:** It is also important to understand that the types of devices listed here and throughout the Scope of Services are also evolving. New machines are being brought in and older types of machines are being removed.)

Device Type	Description	Collection Frequency	End State Collection Points (# of devices, vaults)	Illustrative Image
FMVD	Fare Media Vending Device – Device enables customers to purchase PRESTO cards, load products and e-purse (stored value), purchase single ride tickets, issue refunds for returned cards as well as query their PRESTO card. The device accepts coins, bills and contactless credit/debit cards.	Frequency of pick-ups will vary depending on how busy a particular location is. Some may require pick-ups once a week, others may require daily pick-up. Frequency may also vary based on the time of year.	Locations: <ul style="list-style-type: none"> <li>• ~75 subway stations</li> <li>• 8 TYSSE stations</li> </ul> (no devices currently deployed; end-state approximately 175 devices). Vault carousels may be required and may have to be stored. 2 or 3 staff per shift plus armoured vehicle Servicing Hours: Expect the hours to vary by site and activity.  <i>1 coin vault + 6 chamber carousel + 3 hoppers + 1 bill vault</i> <i>Note: There are 2 devices per streetcar</i>  <i>Coin vault accepts \$0.05, \$0.10,</i>	

Device Type	Description	Collection Frequency	End State Collection Points (# of devices, vaults)	Illustrative Image
<b>SRVM – On-board</b>	<p>Single Ride Vending Machine (onboard)—Installed on-board streetcars. The device enables customers to purchase an activated Single Ride / Return ticket (LUM) that is used for proof of payment and transfer. The device accepts tokens, coins, PRESTO e-Purse and contactless credit/debit cards. Starting in January 2018 Metrolinx will be introducing a new SRVM called the Strata Parkeon. There are 75 existing SRVM's –model XXXX. They will remain in use and will not be replaced. Although the two machines are similar there are some minor differences. Removal of vaults from these devices needs to be done when vehicles are on the service line within the carhouse. There are two SRVM's per streetcar. Therefore, there will only be between 5 to 8 minutes available per vehicle to board, remove vaults and replace them. Vault removal will be performed under the supervision of TTC staff. Currently collection is only at Leslie Barns carhouse (1165 Lake Shore Boulevard East, Toronto, Ontario). Roncesvalles carhouse to be added in the future.</p> <p>2 or 3 staff per shift plus armoured vehicle per location and a secure 'cage' to store the vaults during the pick-up.</p>	Daily	<p><i>\$0.25, \$1, and \$2 coins</i></p> <p>(150 devices, 2 devices per streetcar, 75 streetcars; end-state target is 408 devices on 204 streetcars) Servicing Hours: Expect the hours to vary by site and activity. Servicing Days: 7 days per week Servicing Times: General pick-up times are between 9:00 p.m. and 6:00 a.m.</p> <p><i>1 coin vault 2 devices per streetcar</i></p> <p><i>Coin vaults accept \$0.05, \$0.10, \$0.25, \$1, and \$2 coins and tokens</i></p>	

Device Type	Description	Collection Frequency	End State Collection Points (# of devices, vaults)	Illustrative Image
<b>SRVM - Off-board</b>	Single Ride Vending Machine (off-board)—Installed at select streetcar stops, the device will enable customers to purchase a Single Ride / Return ticket (LUM) for proof of payment and transfer. The device accepts tokens, coins, PRESTO e-Purse and contactless credit/debit.	3-6 times per week (exact days to be specified after Contract award)	Presently 15 on-street stops (15 devices; end-state target approximately 175 devices) 2 staff per shift plus armoured vehicle Servicing Hours: Expect the hours to vary by site and activity. Servicing Days: 4 pick-ups per week <i>1 coin vault per device.</i> <i>Device accepts: \$0.05, \$0.10, \$0.25, \$1, and \$2 coins and tokens</i>	
<b>TTC Customer Service Centre*</b>	Pre-packaged cash from TTC Customer Service Centre	2 times per week (with possibility of one or two extra pick-ups per week)	1900 Yonge Street, Toronto, Ontario  Servicing Hours: Expect the hours to vary by site and activity.	
<b>Token Drop-Off</b>	Deliver pre-packaged tokens from the Treasury Room to the TTC at a designated location in downtown Toronto.	2 times per week	2 to 4 bags of tokens per day. Each bag holds 5,000 tokens and weights about 8.2 kg.	
<b>'905'</b>	Cash collection services may be required in the future in Mississauga, Oakville,	TBD	TBD	

Device Type	Description	Collection Frequency	End State Collection Points (# of devices, vaults)	Illustrative Image
	Burlington, Hamilton, Durham Region, York Region, and Brampton			
<b>Ottawa</b>	Cash collection services may be required on a smaller scale in Ottawa in the future	TBD	TBD	

*\*For the purposes of this Appendix "B" references to fare collection devices includes the TTC Customer Service Centre*

## 2.2 Technical Mandatory Requirements

The requirements below describe the Contractor's responsibilities with respect to the scope of work. The Proponent must provide labour, superintendence, plant, tools, appliances, equipment, vehicles, supplies and other accessories, services and facilities necessary to provide the required services described herein.

### 2.2.1 General

- 2.2.1.1 Provide single points-of-contact for Metrolinx requests and inquiries related to contract / relationship and operational matters.
- 2.2.1.2 Provide both telephone and secure e-mail / web-based mechanisms to submit inquiries and requests to Contractor.
- 2.2.1.3 Ensure designated contact persons are available during and after business hours and can respond to Metrolinx requests within the defined service levels based on priority.
- 2.2.1.4 Work with Metrolinx to establish servicing schedules / collection frequency and processes and to update these from time-to-time, as required.
- 2.2.1.5 Comply with all appropriate Metrolinx and transit agency policies and processes, as required while onsite, during transportation, and deposit activities, as applicable. Any applicable policies and procedures will be provided after award of Contract.
- 2.2.1.6 Ensure all on-site staff have completed the required TTC Training (as applicable by role):
  - Surface Rulebook for contractors;
  - Site-specific orientations; and
  - TTC Corporate Policies.
- 2.2.1.7 Ensure all on-site staff have received training on the proper method for opening and closing the devices:
  - training required as part of warranty
  - training to be provided by S&B – the supplier responsible for the provision of the devices
- 2.2.1.8 At all times ensure that the collection process does not unreasonably disrupt customer use of the fare collection devices, maintenance of the devices by authorized personnel or other transit agency operations.
- 2.2.1.9 Ensure that all collection personnel are uniformed, have identification and are armed with, and have all appropriate licenses and/or permits for carrying fire arms (e.g., Authorization to Carry License, Security Guard license under the Ontario Private Security and Investigative Services Act,

2007) and operating an armoured vehicle. Provide copies of all permits and licenses to Metrolinx at the beginning of the Contract and at any time, upon request.

- 2.2.1.10 Ensure that appropriate security measures are in place at all times during pick-up / drop-off, in transit as per industry practice (e.g., use of cameras, working in pairs, secured access to vehicles, facilities, etc.).
- 2.2.1.11 Provide Metrolinx with a list of personnel and colour photographs for each person who will be performing the collection services both prior to commencement of services and whenever new personnel are assigned. Ensure that the list and photographs are kept current throughout the term of the contract.
- 2.2.1.12 Provide Metrolinx and, if required, transit agency staff, with information to help identify Contractor's armoured vehicles (i.e. marked vehicles or sample pictures and descriptions) prior to commencement of services and whenever new vehicles are used to provide the services;
- 2.2.1.13 Meet with Metrolinx on at least a monthly basis—or as mutually agreed—for strategic and operational vendor governance meetings to review performance, issues and the state of the relationship as well as to discuss any other matters that are relevant to the services.

## 2.2.2 **Cash Collection & Deposit**

- 2.2.2.1 Provide the resources (staff, transportation, cage and other equipment, etc.) necessary to visit each location, access vaults (under transit agency staff supervision, if applicable), access vaults and collect cash from designated fare collection devices.
- 2.2.2.2 Coordinate with Metrolinx and/or transit agency staff to schedule pick-ups at pre-determined times or on demand, as appropriate and directed. Ensure that there is enough capacity to handle both on demand and scheduled pickups at the same time, if necessary.
- 2.2.2.3 Provide collection services at the required frequencies for each device type / location and on-demand, as required.
- 2.2.2.4 Access vaults—jointly with transit agency staff, if necessary—using keys and/or sign-in IDs provided by Metrolinx, and empty cash and cash equivalents (bills, coins, tokens, etc.) into secure, tamper-proof portable containers or remove vaults from fare collection device. SRVM vaults must be placed in specially-made protective bags at all times after removal from vending machine. Metrolinx will provide and continue to own the bags
- 2.2.2.5 Where vaults are removed, they must be replaced with an empty vault. Contractor will pick up empty vaults from the treasury room at the end of each shift when they drop off the full vaults.
- 2.2.2.6 Collect loose change at the bottom of the devices and place into tamper-proof portable containers / bags, tagged with the device / vault ID.
- 2.2.2.7 Follow all required industry standard and Metrolinx defined practices, protocols and processes for revenue collection and transportation, which may be updated from time-to-time.
- 2.2.2.8 If portable containers are used, secure and label each portable container using uniquely numbered security tags and seals supplied by the Contractor. Any tampering attempt should result in a broken seal / security tag and/or otherwise result in damage to the container in such a manner as to facilitate easy detection of tampering.
- 2.2.2.9 If portable containers are used, supply all necessary portable containers, containers, labels, tags, seals, etc. as necessary.
- 2.2.2.10 Replace, lock / secure emptied or empty vaults in the device and ensure devices are locked before departing facility / pick-up location.
- 2.2.2.11 Print out Cash Period Summary report from device when vault is removed. The report includes the following information:
  - Date/Time the Vault is removed;
  - Device unique identifier;
  - Location;
  - Total cash count by denomination and cash value;
  - Total token count;



- Vault identifier; and
  - Collector identifier.
- 2.2.2.12 Attach Cash Period Summary report to the applicable vault.
- 2.2.2.13 Pick-up pre-filled coin hoppers, vaults, consumables, Limited Use Media (LUM) rollstock, etc. from cash processing facility
- 2.2.2.14 Securely store, monitor, track and provide monthly inventory reports on all coin hoppers, vaults and consumables held by the Contractor.
- 2.2.2.15 Replace empty coin hoppers with pre-filled coin hoppers along with consumables such as paper and LUM rolls, provided by Metrolinx, when requested to do so.
- 2.2.2.16 Work with Metrolinx to forecast monthly consumable usage and ensure appropriate stock levels at Contractor sites.
- 2.2.2.17 Securely transport sealed vaults or portable containers containing cash in armoured vehicles to cash processing facility.
- 2.2.2.18 Temporarily store vaults at Contractor's facility if Metrolinx cash processing facility is closed (i.e., before 8:30am on weekdays, weekends and holidays) and deliver vaults as soon as facility is open.
- 2.2.2.19 Securely unload and deliver vaults to secure cash processing room; pick-up empty bags
- 2.2.2.20 Provide all Cash Period Summary reports to cash processing facility supervisor or other authorized personnel
- 2.2.2.21 Keep logs of all pick-up and delivery activities, including location, device identification, vault identification(both removed and replaced units, if applicable), time, report print outs provided, Contractor and transit agency personnel involved and other relevant information.
- 2.2.2.22 Provide Metrolinx with secure electronic access to all logs, recordings, access information and other records related to the performance of the services.
- 2.2.2.23 Ensure that both Contractor and transit agency, Metrolinx or its own staff sign logs upon pick-up or drop-off, as appropriate.
- 2.2.2.24 Ensure that staff, supervisors and managers are available for training related to fare collection devices and transit agency procedures for access to sites. The Contractor shall not assess any charges for sending their crews and staff to the training sessions.
- 2.2.2.25 Ensure appropriate processes, equipment, vehicles and staff are in place to ensure business continuity and compliance with service level targets.
- 2.2.2.26 Report to PRESTO Technical Help Desk about any issues identified when performing collection services.
- 2.2.2.27 Securely transport and deliver all cash collected to cash processing facility as directed by Metrolinx.
- 2.2.2.28 Pickup and securely transport deposits from cash processing facility in an appropriately secured Cash Deposit Box and deposit into a Metrolinx designated bank account within 24 hours of collection.
- 2.2.2.29 Ensure that appropriate certifications are in place to deposit large volume of coins, as required by banks or other authorities such as the Royal Canadian Mint.
- 2.2.2.30 Metrolinx PRESTO's current bank is the Bank of Montreal and the deposit location is Toronto Cash Services, and 20 King Street West, Toronto sub-basement. However, deposit may need to be made to any bank or account designated by Metrolinx.
- 2.2.2.31 Meet or exceed the following service levels for services provided:

<b>Service Level (measured monthly)</b>	<b>Service Level Target</b>
Perform cash collection from TTC Customer Service Centre once a week within 15 minutes of site arrival	99.5%
Perform cash collection from TTC Customer Service Centre (7 days a week): Within 24 hrs	95%



	Within 48 hours	99%
Perform cash collection from on-board SRVMs within 15 minutes of transit vehicle being made available		99.5%
Perform on demand cash collection from on-board SRVMs within 15 minutes of transit vehicle made available		99.5%
Perform cash collection from off-board SRVMs within 15 minutes of site arrival		99.5%
For off-board SRVMs, arrive at the location following dispatch:		
	Within 3 hrs	95%
	Within 5 hours	99%
Perform on demand cash collection from off-board SRVMs within 15 minutes of site arrival		99.5%

2.2.2.32 Provide Metrolinx with monthly reports of service level performance

## 2.2.3 **TTC Token Drop-Off**

SRVMs will contain TTC tokens. These tokens will be separated from the cash at the cash processing facility, counted, bagged and returned to the TTC by the Contractor.

2.2.3.1 Services are to be provided two days per week.

2.2.3.2 The expectation is there will typically be 2 to 4 bags per week (typically less than 10 bags).

2.2.3.3 Each bag will contain 5,000 tokens and weighs 8.2 kg (18 pounds)

2.2.3.4 Pick-up will be from the cash counting room (treasury room)

2.2.3.5 Tokens will need to be delivered to 835 Davenport Road in Toronto.

2.2.3.6 Pick-up empty TTC token bags from TTC location and drop-off at cash processing facility.

2.2.3.7 All services provided must be done under transit agency staff supervision, if applicable.

2.2.3.8 Contractor will utilize two security staff plus an armoured vehicle for all deliveries.

## 2.2.4 **Special Assignments**

2.2.4.1 From time to time, Metrolinx may require additional dedicated crews to service fare collection devices that are being commissioned, decommissioned, relocated and / or temporarily out of service for repairs, upgrades or any other type of work. Metrolinx will provide the Contractor a minimum of ten (10) Business Days' notice when a special dedicated crew is required, including location, date and anticipated duration of assignment.

## 2.2.5 **Incident Management and Incident Reporting**

2.2.5.1 Work with PRESTO to support an in-house incident management process.

2.2.5.2 This includes incident tracking, incident reporting and incident management.

2.2.5.3 Use of a tablet or cell phone to log incidents as they occur into the portal as a means to report incidents as they occur and update the incident management system in real time.

# 3.0 **Safety Requirements**

## 3.1 **Safety Measures**

3.1.1 The Vendor shall be responsible for ensuring that the provisions of statutes, regulations and by-laws pertaining to safe performance of the work and the work of other Vendors/Subvendors at the Place

of Work are observed and that the methods of performing the work do not endanger the personnel employed thereon, the general public, and are in accordance with best safety practices and the latest edition of the OHSa and applicable regulations.

3.1.2 Prior to the Vendor's Representative being absent from the Place of Work, the Vendor's representative will name another person, in writing to Metrolinx, who is competent to assume these responsibilities as the Vendor's Representative.

## 3.2 Project Responsibilities

3.2.1 The Vendor shall ensure that:

- (a) All measures and procedures prescribed by the following Acts and Regulations (applicable Provincial) are carried out at the Place of Work;
  - i The Occupational Health and Safety Act;
  - ii The Regulations for Industrial Establishments;
  - iii The Canada Labour Code Part II;
  - iv The Environmental Protection Act and Regulations;
  - v WHMIS Regulations;
  - vi Smoke-Free Ontario Act;
  - vii All other legislation, regulations and standards as applicable; and
  - viii Metrolinx's "Safety Guidelines For Contractors, Consultants and Project Coordinators".

3.2.2 Every employer and every worker performing work at the Place of Work complies with all of the requirements referred to in Section 2.1 above; and

3.2.3 The health and safety of workers and the general public are protected in relation to the work performed on site. In addition to compliance with all occupational health and safety legislation, every employer and every worker performing Work at the Place of Work is required to demonstrate a willingness to participate in occupational health and safety program(s).

## 3.3 Due Diligence

3.3.1 The Vendor acknowledges that it has read and understands the measures and procedures relating to occupational health and safety as prescribed in Article 2 above. The Vendor acknowledges and understands its duties as therein set out and hereby expressly undertakes and agrees to comply with all such requirements and standards in their entirety and at the Vendor's expense.

3.3.2 The Vendor further agrees to fully cooperate with all health and safety requirements, rules, regulations, standards and criteria set out in the Contract Documents, which agreement is in furtherance of the Vendor's duties and responsibilities under occupational health and safety legislation.

3.3.3 The Vendor agrees that if, in the opinion of Metrolinx, the health and safety of a person or persons is endangered or the effective operation of the system put in place to ensure the health and safety of workers on the Place of Work is not being implemented, Metrolinx may take such action as it deems necessary and appropriate in the circumstances, including, without limitation, the following:

- a) Require the Vendor to correct the condition forthwith at no expense to Metrolinx;
- b) Correct the problem and deduct the cost thereof from any payment then or thereafter due the Vendor; and/or
- c) Terminate the Contract in whole or in part.

### 3.4 Alcohol and Drug Abuse Prevention

3.4.1 The following rules shall apply to all persons while at the Place of Work and/or on Metrolinx's property or the TTC Premises:

- a) The use, possession, distribution and/or sale of illegal drugs or drug paraphernalia is prohibited;
- b) The use, possession, distribution and/or sale of any form of alcohol, including alcoholic beverages;
- c) Workers must know and understand the possible effects of drugs, medication or mood altering agents, including those prescribed by a doctor, which will adversely affect, in any way and to any extent, their ability to work safely;
- d) Individuals shall ensure that prescribed or over-the-counter medications are used responsibly and in accordance with the applicable instructions. Persons taking prescription drugs shall advise their supervisor if there is potential for performance to be negatively affected;
- e) No distribution, offering or sale of prescription medications is permitted; and
- f) Individuals must report for duty, free of the negative effects of alcohol and other drugs, including the effects of such use, and remain so during the entire period of duty.

3.4.2 Where a worker is suspected of being intoxicated, the following procedures must be followed:

- a) The worker will be escorted to a safe location away from the work area, and asked to remain there pending further action;
- b) The worker's supervisor, worker health and safety representative (if applicable), union steward (if applicable) and the Metrolinx Representative will be requested to attend;
- c) The group present will determine an appropriate course of action and a means of transport to a suitable safe location;
- d) Where there are differences of opinion with respect to the worker's fitness for duty, the dispute will be resolved with a view to ensuring safety, and the worker will be transported home, or required to remain in a safe location until this can be arranged; and
- e) The local police may be called if the worker was operating any motorized vehicle requiring a valid driver's license.

3.4.3 Metrolinx will maintain a position of zero tolerance to any violations of these rules. At the sole discretion of Metrolinx, rule contraventions may result in:

- a) Verbal and written reporting to the person's supervisor/employer;
- b) Issuance of a written warning, and recording of same;
- c) Reporting to the appropriate police department for investigation and subject to criminal prosecution;
- d) An order to leave the project site temporarily or permanently; or
- e) Remedies as may be specified in the Contract.

### 3.5 Smoking in the Workplace

3.5.1 The Vendor shall comply with, and enforce, all the provisions of the *Smoke Free Ontario Act* at all times while on Metrolinx's or the TTC's property.

3.5.2 A designated smoking area may be created at the Place of Work providing Metrolinx and the Vendor can mutually agree that one can be provided within the provisions of the *Smoke Free Ontario Act*. The Vendor shall be responsible for providing any and all signage required for the designated smoking area in the event a designated smoking area is created.

### 3.6 Workplace Hazardous Materials Information System (WHMIS)

3.6.1 Be familiar with and comply to WHMIS Regulations insofar as any part of the Work involves the handling of hazardous materials.

### 3.7 Metrolinx Safety Manual

3.7.1 Metrolinx will issue an appropriate number of copies of its "Safety Guidelines For Contractors, Consultants and Project Coordinators" to the Vendor at the start-up meeting.

3.7.2 The Vendor is responsible for familiarizing themselves and their employees with the contents of this manual.

3.7.3 The Vendor shall distribute copies of this manual to its Subvendors and shall ensure that they, and their employees, are familiar with its content.

3.7.4 The Vendor shall ensure that all persons given a copy of the "Safety Guidelines For Contractors, Consultants and Project Coordinators" complete the acknowledgement on the second page of the manual and return it to Metrolinx.

3.7.5 The requirements of this manual shall apply to the Work and the Place of the Work.

## 3.8 Site Security

3.8.1 The Vendor shall ensure all personnel employed at the Place of Work, whether its own employees or a Subvendor's, wear an identification badge. At Metrolinx locations where access is restricted Metrolinx shall supply the identification badges. At all other locations it shall be the Vendor's responsibility to obtain the identification badges.

3.8.2 A daily site log shall be maintained of all persons granted access to the "Place of Work" under the control and custody of the Vendor.

3.8.3 The Vendor shall ensure that all required documentation is available upon request by Metrolinx.

3.8.4 The Vendor shall not allow "Unauthorized" persons to access the "Place of Work".

## 4.0 Reference Information

### Vaults and Cages

The vaults are roughly the size of a shoe box and are fragile. They have electronic connection points that cannot be damaged and the shape of the vault itself cannot be altered (dented or crushed), otherwise the SRVM will not accept or recognize the vault making the SRVM inoperable. The Contractor will be required to acquire 200+ protective carrying cases and all vaults should be placed in a carrying case during transportation. Metrolinx will provide a sample vault and a carrying case to the successful Proponent, who can then arrange to have the cases custom made. Perhaps need to advise who is financially responsible for the cost -The cost of the cases will be determined based on the sample provided.



**Illustration ONLY**

The cage will likely be a metal wire box on wheels with a solid floor. It is expected to have the following dimensions: ~4 feet high x ~2.5 feet wide x ~4 feet deep. The cage must have a lockable door and it must fit through a 32" or 34" entry door. Metrolinx will provide final specifications for the cage to the successful Proponent, who can then arrange to procure them. The cost of the cages will be determined based on the

specifications provided after contract award. See comment above re cost



**Illustration ONLY**

### Locations of Existing Off-board SRVMs

1. Spadina/King St S
2. Spadina/College St N
3. Spadina/College St S
4. Queen's Quay/Bay St N
5. Queen's Quay/Spadina St E

6. Queen's Quay/Rees St E
7. Queen's Quay/Lower Simcoe St E
8. Spadina Ave/Nassau St N
9. Spadina Ave/Dundas St N
10. Spadina Ave/Sullivan St N
11. Spadina Ave/Queen St W
12. Spadina Ave/Richmond St W
13. Spadina Ave/King St N
14. Exhibition Loop At Manitoba
15. Exhibition Loop At Manitoba

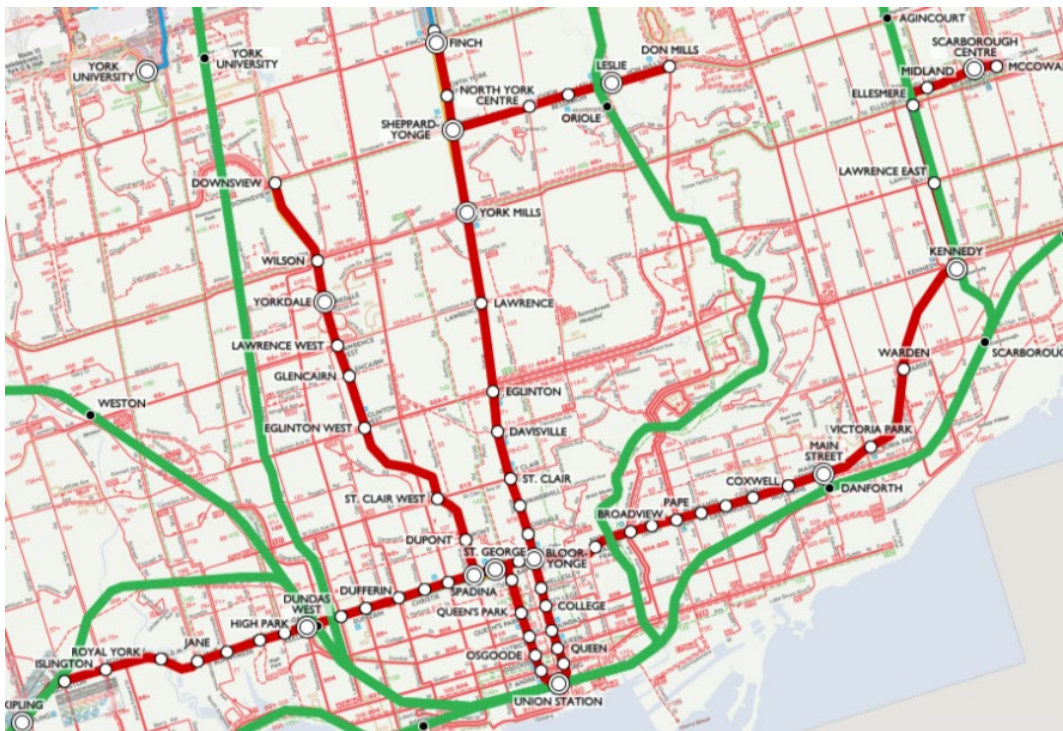
**Street Car Route Map (for SRVM Off-board Locations—75 devices, locations TBD)**

Source: By Craftwerker - Own work, CC BY-SA 4.0, <https://commons.wikimedia.org/w/index.php?curid=48632844>



**Subway Station Map – Red Line Only (for FMVD – 175 devices, located at all stations)**





### Locations of Toronto York Spadina Subway Extension (TYSSE)

Location Name	Location
Downsview Park	South of Sheppard Avenue West, adjacent to the Barrie GO Transit Line
Finch West	South of Sheppard Avenue West, adjacent to the Barrie GO Transit Line
Highway 407	South of Highway 407 and west Jane Street
Pioneer Village	At North West Gate and Steeles Avenue, east of Jane Street
Vaughan Metropolitan Centre	At Highway 7 and Millway Avenue
York University	York Boulevard and Ian Macdonald Boulevard
Sheppard West	TBD
Wilson	TBD



## Appendix “C” – Metrolinx Services

Metrolinx shall:

- (a) provide the Contractor with general direction in the provision of the Services;
- (b) designate an individual to act as its Representative, who shall transmit instructions to, and receive information from the Contractor. The designated Metrolinx Representative will be accountable for all project expenditures relative to design, procurement and construction activities;
- (c) provide access to and where necessary, make available copies of existing plans, reports, studies, information and correspondence relevant to the Project.

## Appendix “D” – Documents

The following Documents form part of, and are appended to this Request Document.

<b><u>ITEM NO.</u></b>	<b><u>DOCUMENT TITLE</u></b>
1.	Contractor’s Monthly Status Report
2.	Contractor’s Performance Appraisal
3.	Metrolinx Safety Guidelines For Contractors, Contractors and Project Coordinators
4.	Parental Guarantee
5.	Attachment #1 – Contract Prices
6.	Vendor Q and A_RQQ-2017-VM
7.	Attachment #2 – Corporate References

## SAMPLE ARTICLES OF AGREEMENT

These Articles of Agreement are made as of the ● day of ●, 20●

B E T W E E N

**METROLINX**, a corporation established pursuant to the Metrolinx Act, 2006

- and -

●  
(hereinafter the "Contractor")

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Metrolinx and the Contractor agree as follows:

### 1. **Contract**

- (a) The following documents and any amendments relating thereto form the contract between Metrolinx and the Proponent (the "Contract"):
- (i) these Articles of Agreement;
  - (ii) any Addenda issued hereto;
  - (iii) the Form of Request;
  - (iv) Attachment #1 – Contract Prices;
  - (v) the document attached hereto as Appendix "A" and entitled "General Conditions";
  - (vi) the document attached hereto as Appendix "B" and entitled "Contractor's Scope of Services";
  - (vii) the document attached hereto as Appendix "C" and entitled "Metrolinx Services"; and
  - (viii) the document attached hereto as Appendix "D" and entitled "Documents".
- (b) In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

SAMPLE – DO NOT COMPLETE

**2. Date of Completion of Work and Description of Work**

The Contractor shall, between the date of these Articles of Agreement and the ● day of ●, perform and complete with care, skill, diligence and efficiency the work that is further described as follows:

- (a) The Contractor shall provide labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to carry out ●, in accordance with the Contractor's Scope of Services, attached as APPENDIX "B" (the "Work").
- (b) The Work is to be provided to the satisfaction of the ●, unless otherwise specified.

**3. Contract Price**

- (c) ●

SAMPLE – DO NOT COMPLETE

Subject to the terms and conditions of the Contract and in consideration for the Work, Metrolinx shall pay to the Proponent:

**If the Contractor is a corporation:**

●(Company's Full Legal Name)

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Corporation

**If the Contractor is a partnership:**

\_\_\_\_\_  
(Partnership's Full Legal Name)

by its General  
Partner, \_\_\_\_\_

(Name of General Partner)

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

SAMPLE – DO NOT COMPLETE

**If the Contractor is a Joint Venture or a Consortium:**

Joint Venture/Consortium  
Participant-in-Charge

\_\_\_\_\_  
(Company's Full Legal Name)

Per: \_\_\_\_\_

Name:  
Title:

Joint Venture/Consortium Member

\_\_\_\_\_  
(Company's Full Legal Name)

Per: \_\_\_\_\_

Name:  
Title:

Joint Venture/Consortium Member

\_\_\_\_\_  
(Company's Full Legal Name)

Per: \_\_\_\_\_

Name:  
Title:

**If the Contractor is an individual:**

)

)

)

)

\_\_\_\_\_  
Witness

)

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

In witness whereof, the above signed has executed this agreement, this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.