

**Addendum No. 3**

Request for Proposals for

Project Name: Supply of Non-Frontline  
Work Wear Uniforms,  
Outerwear, Safety  
Footwear and Vests

Proposal Number: RFP-2017-BBS-024



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## 1.0 Definitions

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In this Proposal Document,

- 1.1 **"Addenda"** is the formal release of additions, deletions, revisions, clarifications to this Proposal Document that form a part of the Contract.
- 1.2 **"Applicable Laws"** shall have the same meaning ascribed in Appendix "A"-General Conditions
- 1.3 **"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.
- 1.4 **"Closing"** means the deadline for Metrolinx to receive Submissions as specified in Sections 3.2.1 (d) of Instructions to Proponents.
- 1.5 **"Conflict of Interest"** shall have the meaning ascribed in the Form of Proposal.
- 1.6 **"Contractor"** shall have the same meaning ascribed in Appendix "A" – General Conditions.
- 1.7 **"Contract"** shall have the same meaning ascribed in Appendix "A" — General Conditions.
- 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 Proposal 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 Proposal 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 Proposal Document.
- 1.13 **"Evaluation Criteria"** means the criteria for scoring the Submission as stated in Section 5.2 – Evaluation Criteria, of Proposal Evaluation Criteria and Selection Process herein.
- 1.14 **"FIPPA"** means the Freedom of Information and Protection of Privacy Act, and any amendments or successor legislation. FIPPA is Provincial legislation regulating the collection, retention, access, use and disclosure of "Personal Information" by or on behalf of Metrolinx, and shall be applicable to the Contract including all Services provided pursuant to the Contract.
- 1.15 **"Joint Venture"** means a business arrangement of two or more parties proposed for this RFP Process further described in Section 3.8 of Instructions to Proponents.
- 1.16 **"Key Personnel"** are Contractor Personnel who will be involved in a material way in, and who are critical to, the performance of the Work.

- 1.17 **"Local Labour Laws"** means local, regional and national laws, by-laws, regulations and employment and safety standards (eg wages, benefits and hours of work) that apply.
- 1.18 **"Metrolinx"** means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.
- 1.19 **"Option"** means a component of the Work that is to be exercised at the sole discretion of Metrolinx.
- 1.20 **"Participant in Charge"** shall have the same meaning ascribed in Section 3.8.3 of the Instructions to Proponents.
- 1.21 **"Parties"** means both of Metrolinx and the Contractor and a **"Party"** means either one of them.
- 1.22 **"Procurement Office"** means the Metrolinx Procurement and Contract Services office located at 277 Front Street West, Toronto, Ontario, Canada, M5V 2X4.
- 1.23 **"Procurement Representative"** means the following individual in the Procurement Services Department:

Rachael Yiu, Procurement Officer	
Telephone number	(416) 202-5551
Email	Rachael.Yiu@metrolinx.com

- 1.24 **"Project"** shall have the meaning ascribed in Appendix "B" - Metrolinx requirements.
- 1.25 **"Project Schedule"** shall have the same meaning ascribed in Schedule A – Definitions of Appendix "A" – General Conditions.
- 1.26 **"Proponent"** means the legal entity that sends a Submission in response to this Proposal Document and who if selected for award shall execute the Contract with Metrolinx for provision of the Work.
- 1.27 **"Submission"** means all documentation and other materials and information submitted by the Proponent in response to this Proposal Document or in respect of this RFP Process.
- 1.28 **"Supplier"** shall have the same meaning ascribed in Appendix "A" – General Conditions.
- 1.29 **"Supplier Personnel"** shall have the same meaning ascribed in Appendix "A" – General Conditions.
- 1.30 **"Sub-Supplier"** shall have the same meaning ascribed in Appendix "A" – General Conditions.
- 1.31 **"Proposal Document"** means this Request for Proposals document comprised of sections listed in the Table of Contents, issued by Metrolinx for the Work to be provided, and any Addenda thereto.
- 1.32 **"Proposal Document Forms"** means any sections of this Proposal Document which requires completion and must be included with the Submission.

- 1.33 **"Rates"** shall have the same meaning given in Section 1(a) of Schedule C – Financial Terms.
- 1.34 **"RFP Process"** means the Request for Proposals procurement process set out in the Proposal Document herein.
- 1.35 **"Scope of Work"** means the Scope of Work described in Appendix "B".
- 1.36 **"Work"** shall have the same meaning ascribed in Appendix "A" – General Conditions.
- 1.37 **"Technical Submission"** means the Proponent's response to Section 4.3 - Submission Content of Proposal Submission Requirements herein and any additional information requested by Metrolinx.
- 1.38 **"Vendor Performance Management (VPM)"** shall have the meaning ascribed in Section 3.18.1 of Instructions to Proponents.
- 1.39 **"Vendor Performance Rating (VPR)"** shall have the meaning ascribed in Section 3.18.2 of Instructions to Proponents.

## 2.0 Introduction

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### 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.
- 2.1.2 Metrolinx is issuing this Request for Proposals 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 send your Submission for RFP-2017-BBS-024 as more particularly described in this Proposal Document as required by Metrolinx, which Work relates to the supply of non-frontline work wear uniforms, outerwear, safety footwear and vests for GO Transit, an operating division of Metrolinx, providing regional public transit services for the Greater Toronto and Hamilton Area. Metrolinx has approximately 600 non-frontline uniformed staff. Presently uniforms are issued to staff annually through a voucher arrangement with the current retail uniform supplier.

## 3.0 Instructions to Proponents

### 3.1 Proposal Documents

The Proposal Documents shall be read as a whole. The Appendices and Addenda, if any, constitute an integral part of this RFP Document and are incorporated by reference. The documents included in this Proposal Document (with the exception of any Addenda that may be issued subsequently) include all documents listed in the Table of Contents.

### 3.2 Submission Instructions

#### 3.2.1 General

- (a) **\*\*\*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.
- (b) Your Submission is to be firm and irrevocable for one hundred and eighty (180) calendar days from the Closing.
- (c) Your Submission will be evaluated in accordance with the Proposal Evaluation Criteria and Selection Process as outlined in this Proposal Document.
- (d) RFP Timetable

Milestone	Date
Issuance of Proposal Document	August 8, 2017
Deadline to Submit Questions	August 23, 2017
Last day for issuance of Addenda	August 30, 2017
<b>Closing</b>	<b>September 20, 2017@ 3:00 p.m. Toronto time</b>
Proponent Presentation	To Be Determined
Estimated Start of Work	Award of Contract

Metrolinx may, without liability, cost or penalty and in its sole discretion amend the RFP Timetable. In the event that Metrolinx extends the Closing, all requirements applicable to Proponents will thereafter be subject to the extended deadline.

#### 3.2.2 Proposal Enquiries

- (a) All written enquiries and other communications prior to full Contract execution are to be directed solely to the Procurement Representative.
- (b) Information received from any other sources shall be considered informal and Metrolinx shall not be bound by any information given in such a manner.

- (c) Any questions concerning the Proposal Documents, the contents herein, or the Work contemplated herein are to be directed, in writing, to Procurement Representative prior to the deadline for submitting questions. No questions or requests for clarifications, changes or amendments of Proposal Documents shall be entertained after this time regardless of the reason.
- (d) All questions/requests for clarification related to the Proposal Documents are to be submitted via e-mail to the attention of the Procurement Representative using the Question and Answer Template which is an fillable Excel file attached separately as:

Vendor Q and A Template\_RFP-2017-BBS-024.xlsx

In the "Questions" tab, use the drop down list to indicate the document section related to each question being submitted as well as page, drawing, section number 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.

- (e) When necessary, revisions to, or clarifications of the Proposal Documents will be incorporated into a written addendum issued by the Procurement Representative identified herein. Information regarding the Proposal Documents or the Work, whether provided by the Procurement Representative 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.

### 3.2.3 Mandatory Site / Information Meeting

Not Applicable

### 3.2.4 Addenda /Changes to the Proposal Documents

- (a) In the event that Metrolinx determines in its sole discretion, that clarifications of, or revisions to the Proposal Documents are required, all Proponents who received copies of the Proposal Documents shall be advised of such clarifications or revisions during the period by written addenda. Such addenda shall become part of the Proposal Documents and the contents thereof shall be allowed for in the prices bid for the Work.
- (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 RFP 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.

### 3.2.5 Proposal Submission

- (a) Proponents sending a Submission to Metrolinx shall exercise extreme care when completing and submitting all Proposal Document Forms.
- (b) Proponents shall examine carefully the whole of the Proposal 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 Work.
- (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 Proposal 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 sent electronically through MERX EBS only. Submissions sent in any other manner shall be deemed non responsive and automatically disqualified.
- (f) The Submission shall be sent on the original Proposal Document Forms as issued by Metrolinx through the MERX website and except for designated sections where the Proponent is to enter information, the Proposal Document and Proposal 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 qualifying or conditional statements.
  - (i) Request for changes to the Appendix "A" – General Conditions included in the Proposal Documents must be submitted to the Procurement Representative in accordance with the Proposal Document by the deadline to submit questions.
- (g) Any Submission which contains such qualifying or conditional statements shall be deemed non-responsive and disqualified unless such qualifying or conditional statements are withdrawn in writing 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 Work as is necessary for the proper completion of the Contract.
- (j) Submissions must be sent 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 Proposal 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 sent 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=To0fqSccw3M>. 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. 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 sent 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'

### 3.2.6 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 send 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 send 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 send 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 sent 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 for

Proposals) and/or the MERX website at [www.merx.com/metrolinx](http://www.merx.com/metrolinx) (search "Metrolinx" or the Proposal Number and select "Awards").

- (e) All documentation received by Metrolinx with regards to this RFP Process will be retained by Metrolinx and will not be returned to the Proponent.

### 3.2.7 Clarification of Proposals

- (a) Metrolinx reserves the right, within one hundred and eighty (180) 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 Proponents Submission.
- (d) Metrolinx is not obliged to seek clarification of any aspect of a Submission.

### 3.2.8 Proponent Qualifications

- (a) Refer to Proposal Submission Requirements for the required corporate qualifications and experience pertaining to this Proposal Document.
- (b) Refer to Schedule A - Contractor Personnel of Appendix A - General Conditions for the required Key Personnel qualifications pertaining to this Proposal Document.

## 3.3 Insurance

- 3.3.1 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 Work 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.

### 3.3.2 Liability Insurance

- (a) 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:

- (i) Commercial General Liability Insurance in an amount of not less than five million dollars (\$5,000,000.00) per occurrence;
- (ii) Automobile Liability Insurance for owned and non-owned vehicles in an amount of not less than two million dollars (\$2,000,000.00) per occurrence.
- (iii) The Certificate of Commercial General Liability Insurance shall reference the Contract name and number and include the following as additional insureds:
  - 1) Metrolinx.
- (iv) 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.
- (v) Failure by the Proponent to comply with these requirements shall result in the award of the Contract being declared VOID.

### 3.3.3 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 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 Work for the warranty period(s) stipulated therein.

### 3.4 Nature of Agreement

The General Conditions set out in Appendix "A" and the Contractor's Scope of Work set out in Appendix "B" attached hereto shall be included in and form part of the Contract. Sending a Submission constitutes acknowledgement that the Proponent has read and agrees to be bound by such conditions.

### 3.5 Rights of Metrolinx

Metrolinx reserves the right, in its sole discretion:

- 3.5.1 to cancel this RFP 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;
- 3.5.2 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 Proposal Document;

- 3.5.3 to disqualify any Submission which contains misrepresentations or any other inaccurate or misleading information;
- 3.5.4 to waive any requirement of the Proposal 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;
- 3.5.5 to waive the requirement to check references;
- 3.5.6 to not respond to a Proponent's questions;
- 3.5.7 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.
- 3.5.8 to award or not award based on submitted references and/or references independently obtained by Metrolinx;
- 3.5.9 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 3.5.9(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 3.5.9(a) through (d) above
- 3.5.10 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;
- 3.5.11 to distribute via Addenda, copies of any Proponent's questions received and responses provided by Metrolinx, to all Proponents who received the Proposal Documents;
- 3.5.12 to postpone the Closing, at which time all Proponents who received Proposal Documents shall be advised of the new Closing via written Addenda;

- 3.5.13 within one hundred and eighty (180) 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;
- 3.5.14 to prepare a written interpretation of any aspect of a Submission and require the relevant Proponent's acknowledgement of the accuracy of that interpretation;
- 3.5.15 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 Work would not be satisfactorily completed;
- 3.5.16 to correct arithmetical errors in any or all Submissions where such errors affect extended totals, the 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 Estimated Contract Price submitted will be identified on the Proposal 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;
- 3.5.17 to, upon failure of the Proponent whose Submission was accepted to fulfil the conditions of Section 3.6.2 herein, cancel award of Contract and consistent with industry practice, notify another Proponent who was determined to be qualified in accordance with the Proposal 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 3.6.2 herein, that Proponent shall be deemed to be the successful Proponent and the Proponent to whom the Contract is awarded; and
- 3.5.18 After selection of the highest scoring Submission and prior to award of the Contract, to negotiate with the Proponent in question:
  - (a) changes, amendments or revisions to any technical aspects of the Submission that do not fully respond to Metrolinx's requirements;
  - (b) Schedules including Contract Schedule, Payment Schedule and Work Plan; and
  - (c) required adjustments to Attachment #1 – Contract Prices arising from such changes in Section 3.5.18(a) and (b).

without offering other Proponents such an opportunity to negotiate such changes, amendments or revisions. Such negotiated changes, amendment or revisions shall become part of the Submission. Failure to successfully complete such negotiations shall result in the Submission not being considered further and Metrolinx shall, in its sole discretion, select another Submission as the preferred Submission, and negotiate with that Proponent any required changes in accordance with this Section 3.5.18.



### 3.6 Contract to be Executed

- 3.6.1 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.
- 3.6.2 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 Work place 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 and the Proponent shall indemnify Metrolinx by paying an amount equal to the difference between the Estimated Contract Price bid by the Proponent and the Estimated Contract Price bid by the Proponent to whom the Contract is ultimately awarded to.
- 3.6.3 There is no binding contract for the supply of the Work unless and until Metrolinx and the Proponent, whose Submission has been accepted, have executed the written agreements contemplated in the Proposal Documents. The Proponent shall not start the Work before the Contract Documents have been executed by the Proponent and Metrolinx and all documents required by the Proposal Documents, as a condition of award of the Contract, have been delivered to Metrolinx.

### 3.7 Conflict of Interest

- 3.7.1 For the purposes of this section, "Conflict of Interest" shall have the meaning ascribed to it in the Form of Proposal.
- 3.7.2 Each Proponent shall disclose to Metrolinx any actual or potential Conflict of Interest that may be relevant to this RFP Process and provide a declaration, in the Form of Proposal that, except as disclosed, the Proponent is free of any actual or potential Conflict of Interest. Conflicts of Interest arise when the Proponent is in a position that could affect the integrity of this RFP Process or the performance of the Work. 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 Work; and
  - (c) any director, officer or employee or advisor of Metrolinx who has knowledge of the Work has assisted the Proponent in the preparation of its Submission.
- 3.7.3 The Conflict of Interest declaration included in the Form of Proposal shall be completed and provided with the Submission.
- 3.7.4 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 RFP Process or terminate any agreement entered into with the Proponent pursuant to this RFP Process.

### 3.8 Joint Ventures

- 3.8.1 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.
- 3.8.2 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 3.17.
- 3.8.3 One of the Joint Venture participants shall be nominated as being in charge during this RFP 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.
- 3.8.4 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.
- 3.8.5 All participants of the Joint Venture shall be legally liable, jointly and severally, during this RFP Process and during the Contract for carrying out the obligations pursuant to the Contract.

### 3.9 Prohibited Contacts and Lobbying Prohibition

- 3.9.1 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 RFP Process.
- 3.9.2 Without limiting the generality of Section 3.9.1, 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 RFP Process, any directors, officers, employees and advisors of Metrolinx, other than the Procurement Representative.

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

- 3.10.1 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 RFP Process, this Submission or any matters related thereto, without the prior written consent of Metrolinx.
- 3.10.2 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 RFP 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 RFP Process.

3.10.3 For greater clarity, this section does not prohibit disclosures necessary to permit the Proponent to discuss the Proposal Document with prospective subContractors' participation in this RFP Process.

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

3.11.1 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.

### 3.12 Disclosure of Information

3.12.1 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.

3.12.2 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.

3.12.3 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).

### 3.13 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.

### 3.14 Submission to Be Retained by Metrolinx

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

### 3.15 Confidential Information of Metrolinx

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

- 3.15.1 is the sole property of Metrolinx and shall be treated as confidential;
- 3.15.2 shall not be used for any purpose other than replying to the Proposal Document and the performance of any subsequent agreement; and
- 3.15.3 shall not be disclosed without prior written authorization from Metrolinx.

**3.16 Proponents Shall Bear Their Own Costs**

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

**3.17 Changes to Proponent Key Personnel, Subcontractors or Joint Venture**

- 3.17.1 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 RFP Process.
- 3.17.2 In response to a request as per Section 3.17.1 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.
- 3.17.3 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.
- 3.17.4 Metrolinx may, in its sole discretion, disallow any actual or proposed change.

**3.18 Vendor Performance Management Program**

- 3.18.1 Vendor Performance Management ("VPM") Program means the client's 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 the client.
- 3.18.2 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 Proposal 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 Respondent 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.

- 3.18.3 If the VPR is being applied as a component of the award evaluation for this RFP Process, the legal name of the Proponent stated on the Form of Proposal will be used. It is the responsibility of the Proponent to ensure that its proper legal name has been stated on the Form of Proposal. Metrolinx will not accept any requests from the Proponent to change the legal name provided after the Closing.
- 3.18.4 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.
- 3.18.5 For the purposes of this RFP Process, the application of the VPR is set out in the Contract Performance Appraisal.

### 3.19 Ethical Garment Procurement Requirements

- 3.19.1 Metrolinx is committed to purchasing goods and services from responsible producers that supply quality products at competitive rates. The Proponent shall complete Attachment #5 – Technical Requirements for Environmental Considerations and provide to Metrolinx the ethical manufacturers information, including the name, and address, of all factories and production facilities used in the manufacture and assembly of the uniform products.
- 3.19.2 The Proponent confirms that, to the best of their knowledge, the manufacturer and any Sub-suppliers for the uniform item(s) offered, comply with all Local Labour Laws including, at a minimum, labour rights based on the standards of the ILO and UDHR attached as Schedule “D” to Appendix “A” – General Conditions.

## 4.0 Proposal Submission Requirements

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### 4.1 Mandatory Requirements

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 will result in the Proponent's Submission to be deemed non-compliant and shall not be considered further.

The mandatory criteria for this Proposal Document are as follows:

- 4.1.1 The Form of Proposal must be submitted by the E-Bid Authorized Signer.
- 4.1.2 Pricing information must be completed and submitted on the Proposal Document Forms provided.
- 4.1.3 Proponents shall declare any conflicts of interest in Section 6.6 of Form of Proposal. If Section 6.6 is left blank the provisions of Section 6.6.1 of Form of Proposal shall apply.
- 4.1.4 The Proponent shall provide a completed Attachment #4 – Mandatory Technical and Personnel Requirements of Form of Proposal with the Submission.
- 4.1.5 The Proponent shall provide a completed Attachment #5 – Technical Requirements for Environmental Considerations with the Submission.

### 4.2 Submission Format

The Proponent's Submission should be sent in electronic form 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 the following documents and information as listed.

The Proponent's Submission shall include: a Technical Submission, a Presentation Submission, if applicable, 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: Form of Proposal and Attachments**

- (i) This is to be included as the first section within the Proponent's Technical Submission.
  - 1) Provide a completed Form of Proposal. The Form of Proposal shall not be retyped, and entries shall be made directly on the Proposal Document Forms provided by Metrolinx.
  - 2) If submitting as a Joint Venture, attach a copy of the Joint Venture Agreement electing the Participant-in-Charge.
  - 3) Provide a completed Attachment # 4 – Mandatory Personnel and Technical Requirements.
  - 4) Provide a completed Attachment # 5 – Technical Requirements for Environmental Considerations.

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

The Proponent shall provide a corporate overview of its structure, capabilities, qualifications and experience relevant to the Work, 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 shall demonstrate its Corporate Firm's previous experience in satisfactorily and competently performing services similar in type, size, estimated value and complexity as the Work 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 Work of this Project.

(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 Work, 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 Work the Subcontractor shall be employed for;
  - c) The Subcontractor's experience and qualifications relative to the Work 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 work were performed for; and
    - iii) The parts of the work 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 Work identified in Appendix "B" by including a summary of the Corporate Firms qualifications and experience relevant to the Work being contemplated, including but not limited to:
  - a) The necessary resources to sustain and complete the Work to the satisfaction of Metrolinx;
  - b) Ten (10) years of experience in the supply of non-frontline work wear uniforms, outerwear, safety footwear and vests; and
  - c) Ten (10) years demonstrated experience with the supply of non-frontline work wear uniforms, outerwear, safety footwear and vests.

**(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 Work.
- (ii) Corporate References Related to Current Scope:
  - 1) The Proponent should provide a list of five (5) references, for relevant projects completed within the past five (5) years or currently active, which demonstrate the Corporate Firm's experience and qualifications. Any projects of similar scope, complexity and estimated value as the Work that have been completed for Metrolinx must be included as part of the five (5) reference projects provided by the Proponent. The Proponent should, using the template provided in Attachment #2 – Corporate References, in this section 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.
  - 2) 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 Work. The Proponent should provide descriptions of each reference project outlined in section iii 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;
- (iv) Description of Work provided and how they are relevant to Work requested in Appendix "B";
- (v) List of any other Key Personnel and their project roles, if applicable; and
- (vi) Images and illustrations of the project.

**(e) Technical Submission Section 5: Key Personnel Experience and Qualifications**

- (i) Functional Organization
  - 1) Organizational Chart – Provide an organizational chart identifying the named Key Personnel assigned and dedicated solely to the project in their respective roles, for completion of the Work.
  - 2) Roles and Responsibilities of Key Personnel – should include:
    - a) A brief description identifying the role and responsibilities of each Key Personnel, with respect to the Work requested.
    - b) A statement describing the experience of the individual Key Personnel in Working together on previous relevant projects.
    - c) A statement indicating whether the Key Personnel is an employee of the Proponent or is a Subcontractor.
    - d) A statement of availability of Key Personnel identified for each role indicating that the individual is available for the required Contract Term.

**(ii) Key Personnel**

Key Personnel Experience and Qualifications – For each of the individuals to be employed in the above Key Personnel roles, the Proponent should provide the following:

- 1) Curriculum Vitae – Provide a curriculum vitae in accordance with Section 9.1 of Attachment #3 – Key Personnel Curriculum Vitae and References using the template provided therein.
- 2) Key Personnel References – Provide Key Personnel references in accordance with Section 9.2 of Attachment # 3 – Key Personnel Curriculum Vitae and References using the template provided therein.

- 3) Key Personnel Description of Reference Projects – Provide Key Personnel description of reference projects in accordance with Section 9.3 of Attachment # 3 – Key Personnel Curriculum Vitae and References.

**(f) Technical Submission Section 6 – Project Methodology**

**(i) Understanding of Project Requirements**

- 1) Proponents should provide a clear, concise, well organized narrative responding to Metrolinx's project requirements as identified in Appendix "B" including methods, concepts and general approaches to be used for designing and completing the Work on time.
- 2) Proponents should provide an approach/process for the first launch to supply new uniforms.
- 3) Proponents should provide an approach/process for annual supply of uniforms.
- 4) Proponents should provide an approach/process for ad hoc, including but not limited to, small orders/quantity uniforms to be supplied.

**(ii) Work Plan and Schedule**

- 1) Proponents should provide a high level work plan and schedule, relative to the defined requirements, and your understanding of the Project using a matrix/schedule which identifies each task, the start and end dates of each task, the time to complete each task including float, and the links between tasks;
- 2) Maximum delivery lead time schedule should clearly indicate the maximum lead time per order quantity in days. Proponent should fulfill orders and deliver uniform pieces by **May 30, 2018**;
- 3) Provide a detailed description of methods and approach to all aspects of the Work; and
- 4) Identify project constraints.

**(iii) Environmental Considerations**

The Proponent is to submit with their submission Attachment #5 – Technical Requirements for Environmental Considerations. Failure to submit Attachment #5 shall result in all the following environmental consideration being scored with 0 out of 10 for this Evaluation criterion.

- 1) Environmental policies and management systems including, but not limited to:

- a) Proponents are to identify whether they or their Sub-suppliers have an environmental management system, including ISO 140001, RC 140001, EMAS, and should cover the main assembler of the apparel product, whether that is the Supplier or the Sub-supplier; and
  - b) Proponents are to provide the their published annual sustainability or corporate social responsibility report if they have one.
- 2) Minimizing the lifecycle impact of the uniform items
  - a) Proponents are to provide, if they have done, the steps that have been taken to reduce the environmental (or social) impact of the uniform items at all stages of its life using Bluesign, GOTS, Organic, FairTrade, WRAP, SA8000, Ecosert ESR, Made-By, Better Cotton Initiative, SMART Sustainable Textile Standard, Oeko-Tex, Cradle-to-Cradle, Global Recycle Standard, OE-100,Zque. Provide the certificate registration #, date and scope.
  - b) Proponents are to demonstrate the they or their Sub-suppliers measures, monitors and reportst on any/all of the energy consumption, water consumption, GHG emissions, air emissions (NOX, Sox, mercury, hazardous pollutants) waste and toxic chemicals if they can. This should cover the assembler(s) of the garment, whether they are the Supplier or Sub-suppliers.
  - c) Proponents are to provide any other environmental performance features of note including but not limited to, recycled content, recyclable product, sustainable packaging, durability, toxic chemical reduction.
- 3) Policies for recycling and processing of all waste materials and chemicals.
  - a) Proponent is to provide their policy or process that is in place for recycling waste and processing chemicals if they have one. And the Proponent is to provide a list of any fines in the past five (5) years of infractions of laws or regulations.
- 4) Steps to influence Sub-suppliers to adopt more progressive environmental practices.
  - a) The Proponent is to provide any environmental requirements/expectations that are included in contractual agreements with Sub-suppliers

including examples of excerpts from contracts/agreements, supplier code of conduct; and

- b) The Proponent is to provide their process for auditing and verifying conformance of Sub-suppliers to their code of conduct and or any other environmental or social criteria if they have them.

(iv) Quality Assurance/Control

- 1) Proponents should provide a narrative explaining the standards to which the Work are being performed, including but not limited to:
  - a) Quality control and quality assurance processes to be employed including but not limited to, conformance to product specifications, product quality assurance, product dye colours (consistency, accuracy and selection process) materials measurement systems and statistical process controls;
  - b) The methods by which customer support inquiries will be received (telephone, email, on-line...);
  - c) Escalation processes for dealing with issues;
  - d) Tracking mechanisms in place to measure performance standards;
  - e) A description of the returns/exchange process for defective products, method of determining manufacturing defects as opposed to misuse, and turnaround times for replacement products;
  - f) Procedures to monitor and remedy any deficiencies in the quality of materials and workmanship whether performed by the Contractor's own employees, Subcontractors or any other third party; and
  - g) A description of pre-shipment inspection methodology that will be in place to ensure that the product received is one hundred (100) percent acceptable quality.

#### 4.4 Presentation Submission

- 4.4.1 Submissions receiving the minimum score requirement on the Technical Submission, shall proceed to the presentation phase, where the Proponent shall be contacted and requested to conduct a presentation with the Metrolinx Evaluation Committee. Proponent's Key Personnel should be in attendance and

will be asked a series of technical and non-technical questions and shall be scored based on responses. This stage of the process will be conducted after all Submissions have been evaluated based upon the content of the Proponents Technical Submission. Each presentation should be one (1) hour followed by a minimum of fifteen (15) to twenty (20) minutes for interview questions. A minimum of three (3) Key Personnel, including the Project Manager, are required to be present at the Presentation and interview.

- 4.4.2 Proponents are encouraged to bring samples of garments used for other clients, as evidence of the ability to procure quality items of a similar nature to those sought by Metrolinx, as described in Appendix B. Samples will not be retained by Metrolinx.
- 4.4.3 At the time of notification, Proponents shall be requested to provide an electronic copy of the presentation in addition to five (5) hard copies for members of the Evaluation Committee. The Proponent's presentation shall form part of its Submission.
- 4.4.4 The Presentation should cover the following topics:
  - (a) Briefly introduce the firm and Key Personnel:
  - (b) Describe your reference projects:
    - (i) their applicability to the current assignment (e.g., scope, challenges, success factors);
    - (ii) their relevance to multi-stakeholder management;
    - (iii) their relevance and experience producing communications material and reports; and
    - (iv) key lessons learned.
  - (c) Work plan and schedule for sizing and placing first order.
  - (d) The Proponents proposed fulfillment model (from ordering process to delivery) including:
    - (i) First Order (during contract period one);
    - (ii) Annual Ordering Cycle; and
    - (iii) Ad Hoc Ordering.
  - (e) A predetermined list of interview questions will be asked by the Metrolinx Evaluation Committee to all Proponents proceeding to the Presentation/Interview stage of evaluation.

#### 4.5 Price Submission

- 4.5.1 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 Proposal Evaluation Criteria and Selection Process

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### 5.1 Proposal 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 Proposal 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 four (4) 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 (62% weighting)

Submissions proceeding to Phase Two shall be evaluated by the Metrolinx Evaluation Committee in accordance with the Proposal Submission Requirements above and Evaluation Methodology below. Only those Submissions achieving a total minimum score of 70% (434 points out of 620 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 3: Presentation (13% weighting)

Those Submissions achieving the minimum score requirement for Phase Two, shall proceed to Phase Three of the evaluation, where the Proponent shall be contacted and requested to attend and conduct a Presentation/Interview with identified Key Personnel in attendance. The presentation/interview shall be held with the Metrolinx Evaluation Committee. Individuals shall be asked a series of technical and non-technical questions and shall be scored based on responses. Only those Submissions achieving a minimum score of 70% (91 points out of 130 possible points) on Phase Three, as determined by the Metrolinx Evaluation Committee, shall proceed to Phase Four of the RFP Process.

(d) Phase 4: Pricing Evaluation (25% weighting)

- (i) Attachment #1 – Contract Prices shall be evaluated for the Submissions which achieve the minimum score of 70% on both Phase Two and Phase Three 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) 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 Estimated Contract Price of each Submission proceeding to Pricing Evaluation, shall be evaluated and scored as follows:
  - 1) The Submission with the lowest Estimated Contract Price shall receive the maximum score of ten (10) points for Pricing Evaluation.
  - 2) The following equation shall be applied to all other Submissions to determine a score out of ten:

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

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

5.1.4 Total Overall Score

- (a) Total Overall Score = Phase Two: Technical Evaluation + Phase Three: Presentation + Phase Four: 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 Proposal Documents.
  - (i) the award of the Contract shall be made to the Submission which has achieved the highest Total Overall Score.

5.2 Proposal 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 1: ADMINISTRATIVE EVALUATION (Compliant / Non-Compliant)</b>			
<b>Phase 2: TECHNICAL EVALUATION</b>			
<b>Technical Submission Section 2: Corporate Summary</b>			
Corporate Summary	10	2	20
Corporate Experience and Qualifications	10	3	30
<b>Subtotal Corporate Summary:</b>		<b>5</b>	<b>50</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	1	10
Description of Corporate Reference Project 2 and Corresponding Reference	10	1	10
Description of Corporate Reference Project 3 and Corresponding Reference	10	1	10
Description of Corporate Reference Project 4 and Corresponding Reference	10	1	10
Description of Corporate Reference Project 5 and Corresponding Reference	10	1	10
<b>Subtotal Description of Corporate Projects and References:</b>		<b>5</b>	<b>50</b>
<b>Technical Submission Section 5: Team Experience and Qualifications</b>			
Organizational Chart	10	2	20
Roles and Responsibilities of Key Personnel	10	2	20
<b>Key Personnel Experience &amp; Qualifications</b>			
Project Manager	10	2	20
Account Manager	10	2	20
Quality Assurance Specialist	10	2	20
Production Operations/Supply Chain Manager	10	2	20



Evaluated Component	Maximum Score	Weighting Factor	Total (Score x Weight)
<b>Subtotal Team Experience and Qualifications:</b>		<b>12</b>	<b>120</b>
<b>Technical Submission Section 6: Project Methodology</b>			
Understanding of Project Requirements	10	10	100
Work Plan and Schedule	10	10	100
Quality Assurance/Quality Control	10	10	100
Environmental Policies and Management Systems in place	10	2	10
Environmental Policies and Management Systems - Sustainability or Corporate Social Responsibility Report	10	2	10
Life Cycle Impact - Independent Certification Registration #, Date and Scope	10	2	15
Life Cycle Impact - Measurement, Monitoring and Reporting on Environmental Consumptions and Emissions	10	2	10
Policy for Recycling and Processing Waste Materials and Chemicals	10	1	5
Engagement of Sub-suppliers on Environmental Practices	10	1	10
<b>Subtotal Project Methodology:</b>		<b>40</b>	<b>40</b>
<b>Subtotal Technical Evaluation:</b>		<b>62</b>	<b>620</b>
<b>Phase 3: PRESENTATION</b>			
Relation of Proponent's cited reference projects to needs and challenges of Metrolinx requirement	10	2	20
Proponent's understanding of the business requirements, and previous experience with manufacturing/procuring similar products to those sought by Metrolinx	10	3	30
Suitability of workplan and schedule towards sizing Metrolinx staff in accordance with the First Order delivery date	10	2	20
Experience managing and facilitating complex multi-stakeholder processes	10	2	20

<b>Evaluated Component</b>	<b>Maximum Score</b>	<b>Weighting Factor</b>	<b>Total (Score x Weight)</b>
Proponent's proposed fulfillment model (ordering to delivery) *First Order (During Contract Period One); *annual ordering cycle; and *ad hoc ordering.	10	3	30
Presentation skills and ability to answer questions	10	1	10
<b>Subtotal Presentation Evaluation:</b>		<b>13</b>	<b>130</b>
<b>SUBTOTAL PHASES 2 AND 3:</b>		<b>75</b>	<b>750</b>
<b>Phase 4: PRICING</b>			
Pricing		<b>25</b>	<b>250</b>
<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:

<b>Score</b>	<b>Description</b>
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 Proposal

The following Form of Proposal is to be included as the first section within the Proponent's Technical Submission. The Form of Proposal must be completed in full with a signature by an individual who has the authority to bind the Proponent. The Form of Proposal shall not be retyped, and entries shall be made directly on the form provided by Metrolinx.

\*\*\*\*\*

Proposal Number: RFP-2017-BBS-024

Proposal Description: Supply of Non-Frontline Work Wear Uniforms, Outerwear, Safety Footwear and Vests

### 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 Proposal.	<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 Proposal 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 Proposal Documents including any Addenda that have been issued and these have all been considered in your 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 RFP Timetable and understands all the dates and timelines associated with the RFP Process	<input type="checkbox"/>

Requirement	Confirmation (left click with your mouse in the box to select)
If a Joint Venture, attach a copy of the Joint Venture agreement electing the Participant-in-Charge.	<input type="checkbox"/>
The Proponent has not included any qualifying statements in its Submission.	<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, supplies and other accessories, services and facilities necessary to perform the following work:

**TO PROVIDE WORK FOR THE PROVISION RELATES TO THE SUPPLY NON-FRONTLINE WORK WEAR UNIFORMS, OUTERWEAR, SAFETY FOOTWEAR AND VESTS, AS SET OUT IN THE CONTRACTOR'S SCOPE OF WORK, ATTACHED AS APPENDIX "B".**

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

ANY ADDENDA ISSUED HERETO  
 INSTRUCTIONS TO PROPONENTS  
 PROPOSAL SUBMISSION REQUIREMENTS  
 PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS  
 FORM OF PROPOSAL  
 ATTACHMENT #1 – CONTRACT PRICES  
 ATTACHMENT #2 – CORPORATE REFERENCES  
 ATTACHMENT #3 – KEY PERSONNEL CURRICULUM VITAE AND REFERENCES  
 ATTACHMENT # 4 – MANDATORY PERSONNEL AND TECHNICAL  
 ATTACHMENT # 5 – TECHNICAL REQUIREMENTS FOR ENVIRONMENTAL  
 CONSIDERATIONS  
 APPENDIX "A" - GENERAL CONDITIONS  
 APPENDIX "B" - CONTRACTOR'S SCOPE OF WORK  
 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 eighty (180) calendar days from the Closing. The Proponent hereby covenants that it shall perform and execute the Work, in accordance with the Contract Prices quoted herein if it is notified in writing by Metrolinx within the one hundred and eighty (180) calendar day period that it is the successful Proponent.
- 6.3.5 The Proponent acknowledges that it meets all mandatory requirements in order for their Submission to be considered further. Failure of a Proponent to meet all of the mandatory requirements shall result in the Proponent's Submission to be deemed non-compliant and shall not being considered further.
- 6.3.6 The Proponent shall ensure that its Key Personnel are available to attend the Proponents presentation in person.
- 6.3.7 The Proponent acknowledges that their Submission should be in the correct format using the appropriate Proposal 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.
- 6.3.8 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 Proposal Document and any resultant Contract.

6.3.9 The Proponent acknowledges that consistent with Section 16.2 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, supplies and other accessories, services and facilities necessary to the supply non-frontline work wear uniforms, outerwear, safety footwear and vests and management of the services , in accordance with the Contractor's Scope of Work, attached as APPENDIX "B" (the "Work").

6.4.2 The Work are to be provided to the satisfaction of the Director, Bus Services unless otherwise specified.

#### 6.5 Contractor Key Personnel

6.5.1 The Key Personnel roles shall be filled in accordance with the Contract Documents and in accordance with the requirements in respect of qualifications, experience and minimum years of experience as contained in Appendix "A" - General Conditions. The Contractor shall provide the name of each individual and their actual years of experience in the chart below.

Role	Classification	Required Duration	Name of Individual	Actual Years of Experience
<b>Hourly Rate Category: Managers</b>				
Project Manager	Key Personnel	Entire Term of the Contract	Click here to enter text.	Click here to enter text.
Account Manager	Key Personnel	Entire Term of the Contract	Click here to enter text.	Click here to enter text.
<b>Hourly Rate Category: Technical Specialists</b>				
Quality Assurance Specialist	Key Personnel	Entire Term of the Contract	Click here to enter text.	Click here to enter text.
Production Operations/Supply Chain Manager	Key Personnel	Entire Term of the Contract	Click here to enter text.	Click here to enter text.

#### 6.6 Conflict of Interest

6.6.1 "Conflict of Interest" means:

- (a) in relation to this RFP Process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of 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 RFP Process (including but not limited to the lobbying of decision makers involved in this RFP Process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of this RFP Process; or

- (b) 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 judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

- 6.6.2 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 Proposal 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 Proposal 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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Click here to enter text.

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Click here to enter text.

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Click here to enter text.

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- 6.6.3 The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Submission (whether as employees, advisors, or in any other capacity); AND (b) were employees, advisors or Contractors of Metrolinx at any time within the twelve (12) months prior to the Closing:

Name of Individual: Click here to enter text.
Job Classification: Click here to enter text.
Department: Click here to enter text.
Last Date of Employment with Metrolinx: Click here to enter text.
Name of Last Supervisor: Click here to enter text.
Brief Description of Individual's Job Functions: Click here to enter text.
Brief Description of Nature of Individual's Participation in the Preparation of the Submission: Click here to enter text.

6.6.4 (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.

6.7 **Harmonized Sales Tax**

In accordance with the 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.

6.8 **Project Schedule**

Milestone	Date
a. Commencement of Work	March 1, 2018
b. Completion of sizing and ordering	March 31, 2018
c. Completion of delivery of uniforms	April 30, 2018
d. Annual orders <ul style="list-style-type: none"> <li>i) Period One: April 1, 2018 to March 31, 2019</li> <li>ii) Option Year 1 - Period Two: April 1, 2019 to March 31, 2020 (Option Exercisable at Metrolinx's Sole Discretion)</li> <li>iii) Option Year 2 - Period Three: April 1, 2020 to March 31, 2021 (Option Exercisable at Metrolinx's Sole Discretion)</li> <li>iv) Option Year 3 - Period Four: April 1, 2021 to March 31, 2022 (Option Exercisable at Metrolinx's Sole Discretion)</li> <li>v) Option Year 4 - Period Five: April 1, 2022 to March 31, 2023 (Option Exercisable at Metrolinx's Sole Discretion)</li> </ul>	
e. Completion of ad hoc orders	As required



## 7.0 Attachment #1 – Contract Prices

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### 7.1 Contract Prices

- 7.1.1 The Contract Prices 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 eighty (180)** calendar days from the Closing and 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 **one hundred and eighty (180)** calendar days that it is the successful Proponent.
- 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 Unit Prices quoted shall be all inclusive costs associated with performance of the Services defined in the Specifications attached as Appendix "B".
  - (b) Cash Allowances shall be used and expended solely for purposes specified and at the sole discretion of Metrolinx. The Proponent cannot proceed with any work to be paid for under Cash Allowance without the written approval of Metrolinx.
  - (c) The Rates quoted shall include all costs related to the Services including, but not limited to, Named Key Personnel identified, other technical positions, administrative positions, any Subconsultants and specialized service providers required to complete the Services, any and all disbursements, travel, mileage, supervision, equipment, tools, supplies, General Requirements (as per Appendix "B") and Management of the Services (as per Appendix "B") as required in this Tender Document.
  - (d) Period Two, Period Three, Period Four and Period Five of the Services is an option to be exercised at the sole discretion of Metrolinx. No compensation will be due for Period Two, Period Three, Period Four and Period Five of the Work should Metrolinx decide not to proceed with any of these Periods and/or not assign the provision of Work under Period Two, Period Three, Period Four and Period Five of the Contract.

### 7.2 Completion of Pricing Schedules

- 7.2.1 Proponents, using the appended Excel file entitled Attachment # 1 – Contract Price.xlsx shall fully complete the attached pricing schedules and insert a Unit Price into each space provided under the Contract Unit Price column.
- (a) It is Metrolinx preference that Proponents submit the pricing using the appended Excel file format to facilitate the Metrolinx pricing evaluation process.
- 7.2.2 This Excel file must be returned as a separate file preferably in Excel (.xlsx) 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 The Excel spreadsheet pricing table is numbered, under the "Item No." column to correspond with all the Five Period of the Work:

- (i) A: Work Shirts
- (ii) B: High Visibility (Hi Vis) Shirts
- (iii) C: High Visibility (Hi Vis) Fire retardant (FR) Shirts
- (iv) D: Sweaters
- (v) E: Work Pants
- (vi) F: High Visibility (Hi Vis) Fire Retardant (FR) Work Pants
- (vii) G: Outerwear
- (viii) H: High Visibility (Hi Vis) Outerwear
- (ix) I: High Visibility (Hi Vis) Fire Retardant (FR) Outerwear
- (x) J: Safety Footwear, must be CSA Approved (Grade 1 – Steel Toe)

All the items above items are applied to Period One to Period Five as follow:

- (a) Period One: April 1, 2018 to March 31, 2019
- (b) Period Two: April 1, 2019 to March 31, 2020  
(Option Exercisable at Metrolinx's Sole Discretion)
- (c) Period Three: April 1, 2020 to March 31, 2021  
(Option Exercisable at Metrolinx's Sole Discretion)
- (d) Period Four: April 1, 2021 to March 31, 2022  
(Option Exercisable at Metrolinx's Sole Discretion)
- (e) Period Five: April 1, 2022 to March 31, 2023  
(Option Exercisable at Metrolinx's Sole Discretion)

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 shall, 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 Proposal Submission Requirements Section to ensure compliance with the submission requirements.

<b>CORPORATE REFERENCES</b>						
Company Name	Project Title	Contact Person	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.
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

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### 9.1 Curriculum Vitae

The Proponent should, using the template below, for each proposed Key Personnel provide a Curriculum Vitae of up to three (3) pages for each Key Personnel, including biographical information, which clearly identifies:

- 9.1.1 Name of individual and proposed Key Personnel role;
- 9.1.2 Qualifications that relate to the proposed Key Personnel role, as specified in Appendix "A" – General Conditions, relative to the Work being requested;
- 9.1.3 Experience in performing the proposed Key Personnel role, as specified in Schedule B of Appendix A, relative to the Work being requested (include project names and brief project overviews);
- 9.1.4 Number of years in the proposed role on each project as well as the start date and completion date of each project;
- 9.1.5 Responsibilities on each project while performing the proposed role;
- 9.1.6 Details of accomplishments while performing the proposed role;
- 9.1.7 Education; and
- 9.1.8 Professional memberships and affiliations.

### 9.2 Key Personnel References

- 9.2.1 Immediately following the curriculum vitae for each proposed Key Personnel, the Proponent should use the template below to provide a list of three (3) references and contact information for relevant projects successfully delivered on-time and on-budget within the past five (5) years, while performing Work in the same capacity as the proposed Key Personnel role.
- 9.2.2 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.
- 9.2.3 The list of three (3) references submitted when combined should demonstrate that the named Key Personnel has the required qualifications and experience as stated in Schedule B – Contractor Personnel of Appendix "A" – General Conditions, and for Work similar in size, scope and complexity to the Work to be provided herein.
- 9.2.4 Such references shall relate directly to the experience, responsibilities and details of project accomplishments noted above. The information should include:
  - (a) Name of the company for which the Work was performed;

- (b) Contact person's name, title, telephone number and e-mail address; and
  - (c) Start and completion date of each reference project.
- 9.3 Key Personnel Description of Reference Projects – For each reference project listed under Section 9.2 above, the Proponent should include up to two (2) additional pages of information which includes but is not limited to:
  - 9.3.1 Name of the company for which the Work was performed;
  - 9.3.2 Project description and project value;
  - 9.3.3 Description of Work provided with reference to the applicable Key Personnel role and responsibilities for the Work contemplated in this Proposal Document.
  - 9.3.4 Identification of relevance of project reference to programmatic, strategic, innovation, sustainability or other design challenges the Proponent deems significant in their ability to understand and execute the Scope of Work being requested;
  - 9.3.5 Project start and completion dates;
  - 9.3.6 List of any other Key Personnel that have worked on the same reference project and their project roles, if applicable; and
  - 9.3.7 Images and illustrations of the project.
- 9.4 Proponents should review the Proposal Submission Requirements section in conjunction with this Attachment # 3 to ensure that all required information is being included as part of the Submission for evaluation purposes.

<b>Key Personnel Role:</b>	Click here to enter text.						
<b>Name:</b>	Click here to enter text.						
<b>Years of Experience in the Role:</b>	Click here to enter text.						
<b>Education:</b>	Click here to enter text.						
<b>Designation(s):</b>	Click here to enter text.						
<b>Summary of Qualifications and Experience:</b>	Click here to enter text.						
<b>References:</b>	Company Name	Project Title	Contact Person	Phone Number	E-mail Address	Start Date	Completion Date

## 10.0 Attachment #4 – Ethical Procurement Requirements

- 10.1 Proponents shall complete the mandatory requirements compliance checklist below, and include this Attachment #4 as well as a completed Officer's Attestation (found as Item #7 in Appendix "D") with their Submission. Failure of a Proponent to complete and submit these requirements and this Attachment #4 may result in the Proponent's Submission being found non-compliant and disqualified.
- 10.2 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-compliant and disqualified.
- 10.3 Metrolinx has the right but not the obligation, to carry out further investigations to ensure the Proponent and/or designated Subcontractor can meet the mandatory requirements to the satisfaction of Metrolinx in its sole discretion.
- 10.4 By submitting this Proposal the Proponent agrees, to the best of its knowledge, the Proponent and any Subcontractors for the Services comply with all Local Labour Laws governing labour and working conditions and the Schedule "E" – CODE OF CONDUCT (as included in Appendix "A" - General Conditions).

Reference Section	Mandatory Requirements	Compliance (Check ("X") either Yes or No)	Supporting Documentation Required to Substantiate Compliance
<b>Reference : Instructions to Proponents</b>	The Proponent's confirmation of compliance with the ethical procurement requirements set out in Section 3.19 of the Instructions to Proponents.	YES <input type="checkbox"/>  NO <input type="checkbox"/>	<b>Completed and signed statement of compliance with the ethical procurement requirements set out in Section 3.19 of the Instructions to Proponents, in the form set out in Appendix "D" – Documents, Item #7.</b>

Reference Section	Mandatory Requirements	Compliance (Check ("X") either Yes or No)	Supporting Documentation Required to Substantiate Compliance
<b>Instruction to Proponents</b>	The Proponent shall provide the name(s) and address(s) of all the factories and production facilities used in the manufacture and assembly of the garment products.	YES <input type="checkbox"/>  NO <input type="checkbox"/>	<b>Provide, along with this Attachment #4, the name(s) and address(s) of all factories and production facilities used in the manufacture and assembly of the garment products.</b>



## 11.0 Attachment #5 –Technical Requirements for Environmental Considerations

11.1 Proponents shall check the box for each of the listed items below and provide supporting documentation. Information in this section is not mandatory and will not be scored. See Section 4.3.1(e) for more information on the intent associated with this Attachment.

Reference Section	Requirements	Compliance (Check ("X") either Yes or No)	Supporting Documentation Required to Substantiate the Requirement
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)1)a)</b>	The Proponent or its Subcontractors has an environmental management system, including ISO 140001, RC 140001 or EMAS, which covers the main manufacturer of the LUM product.	YES <input type="checkbox"/> NO <input type="checkbox"/>	Provide with Attachment #5 the environmental management system for main manufacturer of the apparel
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)1)b)</b>	The Proponent has a published annual sustainability or corporate social responsibility reports that provide disclosure on (any or all of) resources consumption, emissions to air, land and water, hazardous waste management and plans and targets for continuous improvement.	YES <input type="checkbox"/> NO <input type="checkbox"/>	Provide with Attachment #5 the published annual sustainability report or corporate social responsibility report.
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)2)a)</b>	The Proponent shall demonstrate their understanding of the environmental impact of the product at all stages of its life, using the Life Cycle Assessment (LCA) approach described by ISO 14040/44.	YES <input type="checkbox"/> NO <input type="checkbox"/>	Provide with Attachment #5 the Sustainability or Corporate Social Responsibility (CSR) Report
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)2)b)</b>	The Proponent shall provide the steps that have been taken to reduce the environmental (or social) impact of the uniform items at all stages of its life using Bluesign, GOTS, Organic, FairTrade, WRAP, SA8000, Ecosert ESR, Made-By, Better Cotton Initiative, SMART Sustainable Textile Standard, Oeko-Tex, Cradle-to-Cradle, Global Recycle Standard, OE-100,Zque.	YES <input type="checkbox"/> NO <input type="checkbox"/>	Provide with Attachment #5 the certificate registration #, date and scope.
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)2)c)</b>	The Proponent has any other environmental performance features of note including but not limited to recycled content, recyclable product, sustainable packaging, durability, toxic chemical reduction.	YES <input type="checkbox"/> NO <input type="checkbox"/>	Provide with Attachment #5 the additional details.

Reference Section	Requirements	Compliance (Check ("X") either Yes or No)	Supporting Documentation Required to Substantiate the Requirement
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)3)a)</b>	The Proponent has provide their policy or process that is in place for recycling waste and processing chemicals. The Proponent is to provide a list of any fines in the past five (5) years of infractions of laws or regulations.	YES <input type="checkbox"/>  NO <input type="checkbox"/>	Provide with Attachment #5 the policy or process for recycling waste and processing chemicals and a list of any fines in the past five years of infractions of laws or regulations
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)4)a)</b>	The Proponent have any environmental requirements/expectations that are included in contractual agreements with Sub-suppliers including examples of excerpts from contracts/agreements, supplier code of conduct	YES <input type="checkbox"/>  NO <input type="checkbox"/>	Provide with Attachment #5 the Proponent's Supplier Code of Conduct, and examples of language within contracts/agreement s
<b>Reference: Proponent Submission Requirements 4.3.1(f)(iii)4)b)</b>	The Proponent has provide their process for auditing and verifying conformance of Sub-suppliers to their code of conduct and or any other environmental or social criteria	YES <input type="checkbox"/>  NO <input type="checkbox"/>	Provide with Attachment #5 the Proponent's audit protocol

## Appendix "A" – General Conditions

The following documents hereby form part of and are appended to this Proposal Document as Appendix "A" – General Conditions.

Item No.	Description
1	Interpretation
2	Term and Notice to Proceed
3	Harmonized Sales Tax ("HST")
4	Performance of Work
5	Supplier Personnel
6	General Financial Terms
7	Information Management, Access and Audit Rights
8	Representations, Warranties and Covenants
9	Intellectual Property
10	Default and Termination
11	Risk Management
12	Indemnification
13	General
Schedule "A"	Definitions
Schedule "B"	Change Management
Schedule "C"	Key Personnel Qualifications
Schedule "D"	International Labour Organization Conventions
Schedule "E"	Supplier Code of Conduct

1. **Interpretation**

(a) Application of General Conditions

The General Conditions set out in this Appendix "A" shall apply to all Work performed under this Contract.

(b) Definitions

Capitalized terms used in this Contract shall have the respective meanings ascribed thereto in Schedule "A" – Definitions. Capitalized terms not otherwise defined in Schedule "A" shall bear the meaning associated with such term as set out in the relevant Contract document.

(c) Currency

All sums of money to be paid or calculated pursuant to this Contract shall be calculated and paid in Canadian currency.

(d) Time of the Essence

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

(e) Headings

The division of this Contract into Articles and Section, the insertion of headings, and the provision of a table of contents are for convenience only and do not affect the construction or interpretation of this Contract.

(f) Language

All communications between Metrolinx and the Supplier shall be in the English Language.

(g) Time

(i) 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.

(ii) 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.

(iii) Unless otherwise specified, references to "day" shall mean calendar day.

(h) Interpretation

In this Contract, unless there is something in the subject matter or context inconsistent therewith:

(i) words in the singular number include the plural and such words shall be construed to include the plural;

- (ii) words in the plural include the singular and such words shall be construed to include the singular;
- (iii) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made; and
- (iv) use of the word "including" shall in all cases mean "including without limitation", and the terms "include", "includes" and "included" have similar meanings;
- (i) Schedules

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:

Schedule A -	Definitions
Schedule B -	Change Management
Schedule C -	Key Personnel Qualifications
Schedule D -	International Labour Organization Standards

## 2. **Term and Notice to Proceed**

- (a) This Contract shall take effect on the Effective Date and continue in full force and effect until the end of Period One, subject to the exercise of the Option Year(s) (the "Term"), unless otherwise terminated sooner in accordance with the provisions hereof.
- (b) Metrolinx shall have the option to extend this Contract on the same terms and conditions for each Option Year, as determined by Metrolinx in its sole discretion, as follows:
  - (i) Option Year 1 (Period 2): Metrolinx shall have the option to extend this Contract for an additional term of one (1) year, by providing the Supplier written notice of its intention to so exercise this option by March 31, 2020;
  - (ii) Option Year 2 (Period 3): Metrolinx shall have the option to extend this Contract for an additional term of one (1) year, by providing the Supplier written notice of its intention to so exercise this option by March 31, 2021;
  - (iii) Option Year 3 (Period 4): Metrolinx shall have the option to extend this Contract for an additional term of one (1) year, by providing the Supplier written notice of its intention to so exercise this option by March 31, 2022;
  - (iv) Option Year 4 (Period 5): Metrolinx shall have the option to extend this Contract for an additional term of one (1) year, by providing the Supplier written notice of its intention to so exercise this option by March 31, 2023.
- (c) The Supplier shall not proceed with any Work for any Option Year before receiving written notification from Metrolinx advising of its intention to exercise an Option Year.

- (d) The Supplier shall not commence performing the Work under this Contract until it is authorized in writing by Metrolinx to do so on or after the Kick-Off Meeting.

3. **Harmonized Sales Tax ("HST")**

HST applies for the purposes of this Contract. In the event that any relevant taxing statute is amended with the effect that HST would not be applicable, the parties shall amend the Contract accordingly.

4. **Performance of the Work**

**(a) General Supplier Obligations**

- (i) The Supplier shall in all cases perform and provide, and shall cause all Sub-suppliers to perform and provide, the Work to the satisfaction of Metrolinx in accordance with all the terms of this Contract.
- (ii) The Supplier shall complete the Work diligently and continuously in accordance with the scheduling requirements set out in the Work Plan. Without limiting the generality of the foregoing, the Supplier shall perform the Work so as to enable Metrolinx to meet any timelines imposed on it under any Third Party Contracts, provided that such timelines have been identified in Work Plan or otherwise expressly communicated to the Supplier.
- (iii) The Work shall be provided in a professional, timely and economical manner according to the Required Standard of Care.
- (iv) The Supplier shall provide, at the sole cost and expense of the Supplier, save as otherwise provided in this Contract, all necessary equipment, goods, materials, analysis, transportation, accommodation, labour, staff, 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.
- (v) The Supplier shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract. It shall be the Supplier's responsibility to control and check the Work of its own forces and of all its Sub-suppliers and to ascertain that all Work is performed in accordance with this Contract, all Applicable Laws and the Required Standard of Care.
- (vi) The Supplier shall comply with and conform to all Applicable Laws and, to the extent not inconsistent with Applicable Laws, the best industry practices in respect of the Work. Metrolinx shall not be responsible for monitoring the Supplier's compliance with any Applicable Laws or best practices.
- (vii) The Supplier shall not alter any part of a Joint Venture except with the prior written consent of Metrolinx in its sole discretion.

**(b) No Exclusivity**

- (i) Supplier acknowledges and agrees that the Work and services provided hereunder are intended to be provided by Supplier on a non-exclusive basis, and that this Contract is in no way intended to grant to Supplier any exclusive right to, or guaranteed volume of, work. Without limiting the generality of the foregoing, Metrolinx has and shall have

the right to enter into an agreement with any other Person with respect to work or services the same or substantially similar to the Work.

**(c) Changes, Alterations and Additional Services**

- (i) Schedule "B" – Change Management shall apply in respect of changes to the Work.
- (ii) Metrolinx shall, to the extent it is able, provide reasonable notice to Supplier of anticipated material changes that could impact or increase the resources needed to complete the Work. If Metrolinx is unable to provide reasonable notice of such material changes, then the Parties shall mutually determine the impact of such material changes on the Work, and mutually agree upon such adjustments as may be appropriate, pursuant to the change management process set out in Schedule "B".

**(d) Delivery**

- (i) Subject to Section 4.(d)((iv), Supplier shall provide all Deliverables (including documentation) to Metrolinx in an appropriate form and in a condition acceptable to Metrolinx no later than by the dates specified in the Work Plan, unless otherwise agreed by Metrolinx in writing. Without limiting the generality of the foregoing, the Initial Order shall be delivered no later than the Initial Order Delivery Date specified in the Work Plan, unless otherwise agreed by Metrolinx in writing.
- (ii) If, within forty-five (45) calendar days of the delivery date, Metrolinx finds any of the Deliverables in a damaged or defective condition or not in conformity with Metrolinx' order, including, but not limited to, imperfections, wrong items or sizes shipped and/or design deficiencies, Metrolinx shall report such deficiency to the Supplier and shall have the right, exercisable in Metrolinx' sole and absolute discretion, to reject part of or the entire shipment of the Deliverables.
- (iii) Upon receipt of a report from Metrolinx pursuant to Section 4(d)(ii), the Supplier shall forthwith replace the entire or part of the shipment of the Deliverables, as the case may be, with a new shipment of Deliverables in accordance with the original order placed by Metrolinx. The Supplier shall further collect the shipment containing the damaged, defective or non-conforming Deliverables at the Supplier's sole cost and expense from the applicable Metrolinx facility.
- (iv) A delay in the performance of the Work by the Supplier that is caused by an event that meets all of the following criteria:
  - 1. is beyond the reasonable control of Supplier;
  - 2. could not have reasonably been foreseen;
  - 3. could not reasonably have been prevented by means reasonably available to Supplier; and
  - 4. occurred without the fault of Supplier, will be considered an "Excusable Delay", provided that Supplier advises Metrolinx of the occurrence of the delay or of the likelihood thereof as soon as Supplier becomes aware of it. Supplier must also advise Metrolinx of all known circumstances relating to the delay and provide to Metrolinx for approval a clear work around plan explaining in detail the steps that Supplier proposes to take to minimize the impact of the event causing the delay. Any delivery date, milestone or other date that is directly affected by an

Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. Unless Metrolinx has caused the delay by failing to meet an obligation under this Contract, Metrolinx will not be responsible for any costs incurred by Supplier, Supplier's Representatives or any other Sub-suppliers or agents as a result of an Excusable Delay.

**(e) Warranty**

- (i) Supplier warrants that all Deliverables shall be in compliance with Appendix "B" – Metrolinx Requirements and shall be free from all Manufacturing Defects.
- (ii) Notwithstanding Section 4(d)(ii), the warranty set out in this Section (e) shall apply and Supplier shall remain responsible to correct all Manufacturing Defects identified or discovered at any time during the Term. The Supplier shall be entitled to a joint inspection of the defective component at the premises of Metrolinx. For greater certainty, the Supplier shall replace any Deliverable found to have a Manufacturing Defect at no additional cost to Metrolinx and shall collect the Deliverable(s) containing the Manufacturing Defect from the applicable Metrolinx facility at the Supplier's sole cost and expense.

**(f) Warranty of Title**

- (i) Title to all goods furnished under this Contract shall be free and clean of all liens, charges, or other encumbrances.

**(g) Title and Risk of Loss**

- (i) Unless the Parties expressly agree to provide for earlier passage of title, title to all goods furnished under this Contract shall pass to Metrolinx upon delivery of the goods to the designated Metrolinx site, as set out in Appendix "B" – Metrolinx Requirements.
- (ii) Risk of loss of or damage to the goods shall remain with the Supplier, and shall pass to Metrolinx upon delivery of the goods to the designated Metrolinx site, as set out in Appendix "B" – Metrolinx Requirements.
- (iii) The Supplier shall be liable for all costs up to the full replacement value of the goods prior to passage of title of the goods to Metrolinx. Goods which prior to delivery to Metrolinx shall become damaged from any cause whatsoever, shall be made good at the expense of the Supplier, except that, in the event that and to the extent that negligence on the part of Metrolinx or its employees or representatives causes the above-mentioned damage, Metrolinx shall accept responsibility and reimburse the Supplier for the price of necessary repairs. In either event the time for delivery shall be adjusted accordingly.
- (iv) The Supplier shall take reasonable and proper care of all property, title to which is vested in Metrolinx, while the same is in, on or about the plant and premises of the Supplier or otherwise in his possession or subject to his control and shall be responsible for any loss or damage resulting from his failure to do so other than loss or damage caused by ordinary wear and tear.
- (v) Any goods supplied that are not in accordance with the requirements of this Contract will be returned to the Supplier at the Supplier's expense.

**(h) Supplier Work Performance Rating**



- (i) Metrolinx shall during the term of a Contract, maintain a record of the Supplier's performance pursuant to this Contract. This information shall be used to complete a "Vendor Performance Appraisal" report, a copy of which will be forwarded to the Supplier upon Contract Closeout. Interim Vendor Performance Appraisal reports may be issued, as deemed appropriate by Metrolinx's Representative, at any time during the term of the Contract.
- (ii) The overall history of the Supplier in performing work for Metrolinx, including the Supplier's performance pursuant to this Contract, will be considered in the evaluation of future bids from the Supplier.
- (iii) Metrolinx reserves the right in future bid requests to reject any bid submitted by a company with an unsatisfactory performance history with Metrolinx.
- (iv) Non-compliance with Contract requirements will be identified to the Supplier.
- (v) The information contained in the Vendor Performance Appraisal may be provided to other ministries and agencies and such performance reviews may be relied upon by other ministries and agencies to disqualify a company from providing a bid on any further request.

**(i) Environmental Considerations**

- (i) The Supplier shall make available, at Metrolinx' request, such policies and procedures relating to its environmental management, including with respect to sustainable development and environmental stewardship, as Metrolinx may from time to time request.
- (ii) Where the Supplier has submitted any environmental certifications as part of its Supplier's Proposal, the Supplier covenants to, at all times during the Term, keep such certifications current and to provide evidence of such certification to Metrolinx upon request.

**(j) Metrolinx Obligations**

- (i) Prior to the commencement of the Work, Metrolinx shall designate one individual to communicate directly with Supplier and to whom all Supplier communications concerning this Contract may be addressed (such individual, the "Metrolinx Representative").
- (ii) Metrolinx shall perform the covenants contained in APPENDIX "C" – METROLINX SERVICES.

**5. Supplier Personnel**

**(a) Supplier's Contact**

- (i) During the Term, the Supplier shall maintain reasonable, ongoing contact with Metrolinx to ensure that issues are dealt with in an efficient, effective and timely manner. Contact is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the Work is progressing well and in accordance with expectations. Communication

may include (but is not limited to) phone calls, electronic mail, faxes, mailings, and in-person meetings.

- (ii) The Supplier shall designate an individual (the "Supplier Contact") to act as its representative, and who has authority to communicate instructions to, and receive information from, Metrolinx. The Supplier Contact shall be the primary point of contact for Metrolinx for significant issues including commercial issues and shall have overall responsibility for coordinating the performance of the Supplier's obligations under this Contract.
- (iii) The Supplier Contact must report to Metrolinx on a weekly basis (or as required by Metrolinx) on the status of activities for which Supplier is responsible, including an identification to any risks, issues or obstacles to meeting the scheduled timelines encountered and any corrective actions taken.

**(b) Supplier Personnel**

- (i) The Supplier shall select and employ a sufficient number of suitably qualified and experienced Supplier 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.
- (ii) The Supplier shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- (iii) The Supplier shall ensure that the Supplier Personnel assigned to perform the Work:
  - 1. comply with the terms of this Contract and, without limiting the foregoing, the responsibilities of the Supplier with respect to matters concerning safety, compliance with Applicable Laws and the conduct of the Work;
  - 2. are properly and sufficiently trained and instructed;
  - 3. act in a proper and professional manner, and perform the work in a manner consistent with the Required Standard of Care; and
  - 4. comply with all applicable Metrolinx policies and procedures, provided that Supplier has been made aware of same.
- (iv) It shall be the Supplier's responsibility to control and check the Work of all Supplier Personnel, including its own forces and of all its Sub-suppliers, and to ascertain that all Work is performed in accordance with this Contract, all Applicable Laws and the general standards of good commercial practice and professionalism as understood in Ontario, assuring only first class workmanship, and using only proper materials and methods as are suited to the function and performance intended.
- (v) Supplier shall remove from the performance of the Work any person who: commits a breach of any applicable human rights or safety legislation (including the Occupational Health and Safety Act (Ontario)) or breaches any of Metrolinx' Policies, provided that Supplier has been made aware of same.

**(c) Key Personnel**

- (i) Section 6.4 of the Form of Proposal identifies the names and titles of those specific individuals who are and will be involved in a material way in, and whose involvement is critical to, the ongoing performance of the Work during the Term (the "Key Personnel").
- (ii) All Key Personnel will possess the requisite Domain Expertise.
- (iii) The Supplier acknowledges and agrees that Metrolinx has specifically accepted those individuals identified as Key Personnel as having experience and expertise required to supervise, and ensure the success of, the Work. Accordingly, in respect of Key Personnel, the Supplier shall not, during the Term, remove any Key Personnel from the provision of the Work or materially reduce the responsibilities of any Key Personnel in relation to the provision of the Work except with the prior written consent of Metrolinx (which consent may be withheld in the sole discretion of Metrolinx); provided, however, that the foregoing obligations shall not apply where Key Personnel cease to be available for reasons beyond the Supplier's control (as demonstrated by the Supplier to Metrolinx' satisfaction), including the death, serious illness or voluntary resignation of such Key Personnel.
- (iv) If at any time and for any reason, the Supplier is unable to provide, or is required to replace, any Key Personnel, the Supplier shall provide a replacement person who possesses similar qualifications, experience and ability and possesses the requisite Domain Expertise; provided, however, that the Supplier shall first provide written notice to Metrolinx of the requirement to replace or substitute that person. The notice shall identify: the person being replaced; their role and responsibility in the performance of the Work; the reason why it is necessary to replace that person; the replacement person's name and curriculum vitae; and; the replacement person's available start date. The nominated replacement person must be acceptable to Metrolinx. If the replacement person is acceptable to Metrolinx, Metrolinx shall give the Supplier written permission to make the replacement or substitution. In the event the nominated person is not acceptable to Metrolinx, acting reasonably, Metrolinx shall inform the Supplier in writing why that person is not acceptable and the Supplier shall nominate an alternate person pursuant to the process identified in this Section 5(c)(iv).
- (v) If Metrolinx determines, acting reasonably, that it is in the best interests of Metrolinx that any Key Personnel be replaced, Metrolinx shall notify the Supplier, and, within thirty (30) days of receipt by the Supplier of such notice, the Supplier shall provide Metrolinx with relevant information on a proposed replacement, including: the replacement person's name and curriculum vitae; and the replacement person's available start date. If the replacement person is acceptable to Metrolinx, Metrolinx shall give the Supplier written permission to make the replacement or substitution. In the event the nominated person is not acceptable to Metrolinx, acting reasonably, Metrolinx shall inform the Supplier in writing why that person is not acceptable and the Supplier shall nominate an alternate person pursuant to the process identified in this Section 5(c)(v).
- (vi) In the event of replacement of any Key Personnel pursuant to Section 5(c)(iv) or Section 5(c)(v), Supplier shall be responsible for appropriate and prompt training of the replacement person, including knowledge transfer specific to the performance of the Work, in all cases at Supplier's sole cost and expense.

**(d) Sub-suppliers**

- (i) Metrolinx shall have the right to approve all Sub-suppliers used by Supplier in the performance of the Work; provided, however, that Sub-suppliers identified in the Supplier's Proposal shall be deemed to have been approved by Metrolinx unless otherwise provided herein.
- (ii) Supplier shall not, without the prior written consent of Metrolinx:
  - 1. change any Sub-supplier identified in the Supplier's Proposal or otherwise previously approved by Metrolinx; or
  - 2. materially change the work to be performed by any Sub-supplier.
- (iii) No subcontracting by the Supplier shall relieve the Supplier of any responsibility for the full performance of all obligations of the Supplier under this Contract. Notwithstanding the approval of any Sub-suppliers by Metrolinx, the Supplier shall be fully responsible for every Sub-suppliers activities, works, Work and acts or omissions.
- (iv) The Supplier shall be solely responsible for the payment of any Sub-supplier.
- (v) The Supplier shall co-ordinate the Work of all Sub-suppliers employed, engaged or retained by the Supplier with Metrolinx and, without limiting the generality of any other provision of this Contract, the Supplier shall be liable to Metrolinx for costs or damages arising from errors or omissions of such Sub-supplier or any of them.

**(e) Worker's Rights and Fair Labour**

- (i) The Supplier represents and warrants that all Deliverables produced under this Contract shall be manufactured under safe and healthy conditions and, at a minimum, in accordance with (i) Applicable Laws as may be enacted, amended or restated from time to time which, for greater certainty, shall include local laws governing labour and working conditions in the jurisdiction where the Deliverables are manufactured, and (ii) those conventions of the International Labour Organization set out in Schedule "D" attached hereto. Where local labour laws and the conventions set out in Schedule "D" differ, the higher standard shall prevail.
- (ii) Metrolinx reserves the right to, at any time during the Term, require the Supplier to provide documentation that demonstrates compliance with Section 1. Such documentation may include, for example, an attestation from a senior officer of the Supplier having knowledge of the working conditions in the manufacturing facilities where the Deliverables are manufactured or assembled.
- (iii) The Supplier shall promptly advise Metrolinx of any orders, fines, or other similar notices of non-compliance that it or any facility manufacturing or assembling the Deliverables receives, where such order, fine or notice relates to a breach of Applicable Laws governing labour and working conditions.
- (iv) If Metrolinx suspects non-compliance with Section 5(e)(i) it shall notify the Supplier of the suspected non-compliance. The Supplier shall, at its sole cost and expense, investigate the suspected non-compliance by employing an independent third party investigation firm or by such other means deemed acceptable to Metrolinx. Within thirty (30) calendar days from the date of the Supplier receives the suspected non-compliance notice from Metrolinx, the Supplier shall provide Metrolinx with a report

containing information of the verification efforts undertaken. The information shall include the name of the third party verifier, the findings of the investigation, and the corrective action taken, if and as applicable.

- (v) The Supplier shall report any changes in manufacture information, including any change in name or address, of all factories and production facilities used in the manufacture and assembly of the uniform products to Metrolinx before any Deliverables are produced at such facility.
- (vi) In addition to all other contractual rights or rights available at law or in equity, Metrolinx may immediately terminate the Contract upon giving notice to the Supplier where the Supplier breaches any provision of this Section 5(e) or fails to reasonably satisfy Metrolinx of its continued compliance hereunder.

## 6. **General Financial Terms**

### **(a) General Payment Terms**

- (i) Metrolinx does not guarantee any minimum or maximum amount of work.
- (ii) Metrolinx will pay the Supplier for the Work performed by the Supplier pursuant to this Contract, in the amounts and manner, at the rates set out in the Articles of Agreement and at the times set forth in the Articles of Agreement and this Article 5 – General Financial Terms.
- (iii) Supplier represents and warrants that, except as otherwise expressly identified in this Contract, the fees (including fixed fees, unit prices, hourly rates and per diem rates) set out in the Articles of Agreement are inclusive of:
  - 1. all labour and materials, delivery costs, insurance costs, licensing fees, disbursements, out-of-pocket expenses, overhead, travel costs, and other amounts incurred in connection with the performance of the Work; and
  - 2. all costs for the coordination, administration and management of the Work necessary to achieve compliance with Applicable Laws and industry standards.
- (iv) Metrolinx shall not reimburse Supplier for any costs related to travel, meals or hospitality, food or incidental expenses incurred, except where such cost or expense has been pre-approved in writing by Metrolinx (which pre-approval Metrolinx may decline to provide in its sole discretion) and is required to be incurred directly in connection with the performance of the Work. Any such reimbursement shall be made in accordance with and subject to the Government of Ontario's Travel, Meal and Hospitality Expenses Directive (as amended from time to time), upon receipt of documentation (including original receipts and other proof of payment) suitable to Metrolinx.
- (v) Notwithstanding anything contained herein to the contrary, the Supplier shall only submit one (1) invoice per month to Metrolinx, which invoice shall be itemized and organized to clearly show amounts due and owing for the following amounts, if and as applicable: (i) uniform items; broken down by individual employee with employee ID and order location listed (ii) the one-time fixed fee for the uniform showroom set-up; (iii) fitting services; and (iv) any other amounts due and owing

for Work delivered by the Supplier under this Contract from time to time, with each service/deliverable identified as separate line items on the invoice.

**(b) Payment for Uniforms**

- (i) The Contract is based on reimbursement for actual goods ordered by Metrolinx and delivered by the Supplier.
- (ii) Payment for uniform items ordered by Metrolinx and delivered to a Metrolinx site to the satisfaction of Metrolinx shall be made in arrears at the agreed fixed unit price(s) set out in the Articles of Agreement, within thirty (30) calendar days of receipt of a detailed invoice for the quantity of products ordered in the preceding month. For greater certainty, irrespective of the number of orders and/or shipments Metrolinx places or receives in any given month, the Supplier shall prepare and remit to Metrolinx a single monthly invoice for completed uniform orders. For the purposes of this section a "completed uniform order" shall mean an order placed by Metrolinx and delivered to a Metrolinx site to the satisfaction of Metrolinx.
- (iii) Invoices shall be accompanied by a manifest of products delivered to the various Metrolinx sites, as applicable, with such other descriptive information and supporting documentation as Metrolinx may reasonably require.

**(c) One Time Payment for Uniform Showroom Set-up**

- (i) Metrolinx agrees to compensate the Supplier for the first set up of the uniform showrooms, in accordance with the prices identified as the "set up fee" in the Articles of Agreement for each uniform showroom. Such amount shall be payable by Metrolinx:
  - 1. upon completion and Metrolinx acceptance of the first uniform showroom set-up in accordance with the specifications set out in the Contract Documents and timelines set out in the Work Plan; and
  - 2. upon receipt of an invoice from the Supplier and such other supporting documentation as Metrolinx may reasonably require.
- (ii) Metrolinx shall pay the Supplier within thirty (30) calendar days of receipt of an invoice provided the requirements of Section 4(c)(i) have been met.

**(d) Payment for Fitting Services**

- (i) Fitting services shall be provided on a time and materials basis at the hourly rates and/or fixed rate per visit, as the case may be, as specified in the Articles of Agreement. For greater certainty, both (i) the hourly rates, and (ii) fixed rate per visit for UP Express new hires and ad hoc sessions, shall be inclusive of all rates and charges, including any out of pocket expenses incurred by the Supplier in connection with the performance of the fitting services.
- (ii) Payment for fitting services rendered to the satisfaction of Metrolinx shall be made within thirty (30) calendar days of receipt of a detailed invoice showing the fitting services completed. Unless the fitting Work, are provided on a fixed price basis, each invoice submitted to Metrolinx shall include time reports showing the total number of hours worked at each fitting location and the number of employees

fitted, together with such other information as Metrolinx may reasonably require from time to time.

**(e) Taxes**

- (i) The Total 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 Supplier shall be responsible for remittance of any and all Taxes due and payable in respect of the Work.
- (ii) 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 Services, is to be shown separately on all invoices for Work performed by the Supplier. The Supplier shall remit any HST paid or due to Revenue Canada Customs & Excise in accordance with Applicable Laws, and shall, at the request of Metrolinx, provide evidence of payment of same.
- (iii) 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 Supplier shall show on each invoice, and in the manner directed by Metrolinx, either the actual Value Added Taxes paid by the Supplier by category or the portion of the Supplier's fees eligible under Applicable Law for the rebate.
- (iv) 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 Canada Customs and Revenue Agency, taxes will be withheld as determined under the Income Tax Act. The Supplier 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.

**(f) General Right of Set Off**

Metrolinx may set off any amount payable or owing to Metrolinx by the Supplier under this Contract (including pursuant to any indemnity) from any amount otherwise payable by Metrolinx to the Supplier under this Contract.

**7. Information Management, Access and Audit Rights**

**(a) Confidential Information**

- (i) The Supplier shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Supplier shall:
  - 1. not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Contract;
  - 2. shall use Confidential Information only in connection with this Contract and the performance of the Work;



3. shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information;
4. shall not copy, reproduce in any form or store the Confidential Information in a retrieval system or database, without the prior written consent of Metrolinx; and
5. shall immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information, including any actual or attempted unauthorized collection, access, use or disclosure of Personal Information.

**(b) Permitted Disclosure**

- (i) Notwithstanding the obligations set out in Section 7(a), the Supplier may disclose Metrolinx' Confidential Information to those of its Sub-suppliers and Supplier Personnel who need to know such Confidential Information in connection with this Contract, provided that such Sub-supplier or Supplier Personnel, as applicable, is subject to obligations of confidentiality substantially similar to those contained in this Article 7.0.

**(c) Exceptions**

- (i) The obligations of confidentiality set out in Section 7(a) shall not apply to Confidential Information which:
  1. becomes generally available to the public through no fault of the Supplier;
  2. prior to receipt from Metrolinx, was known to the Supplier 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 Supplier;
  3. was independently developed by the Supplier prior to receipt from Metrolinx, as documented by written records possessed by the Supplier; or
  4. becomes available to the Supplier on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (ii) If the Supplier becomes compelled to disclose any Confidential Information pursuant to Applicable Law, the Supplier 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 Supplier 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 7.0
- (iii) Without limiting the generality of Section 7(c)(i) and notwithstanding Section 7(c)(ii) the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA.



**(d) Security Measures**

The Supplier 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, the security requirements specified in APPENDIX "B" – Metrolinx Requirements (if any as applicable) and best practices, or as otherwise prescribed by Metrolinx during the Term. Without limiting the generality of the foregoing, such practices shall include:

1. privacy due diligence safeguards; and
  2. physical and electronic security measures and confidentiality enhancing technologies to guard against unauthorized disclosures, access and use, such as firewalls, encryption, the use of user identification and passwords, software or other automated systems to control and track the addition and deletion of users, and software or other automated systems to control and track user access to areas and features of information systems.
- (ii) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which Supplier shall perform its obligations relating to this Section 7(d).

**(e) Intellectual Property Rights**

- (i) Metrolinx, its Suppliers, Sub-suppliers, 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.

**(f) Return or Destruction of Confidential Information**

- (i) Immediately upon expiration or termination of this Contract or at any other time upon the request of Metrolinx, and subject to Section 7(i), the Supplier agrees to:
1. promptly return all Confidential Information (other than the Contract Records) to Metrolinx; or
  2. 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 Supplier certifying such destruction.
- (ii) Notwithstanding Section 7(f)(i), the Supplier shall have no obligation to return or destroy:
1. Confidential Information that is captured and retained within the Supplier'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

2. working papers or other documentation which it is required to retain pursuant to Applicable Law or any rules of professional conduct applicable to the Supplier or the Supplier Personnel.

**(g) FIPPA and Personal Information**

- (i) Metrolinx and the Supplier acknowledge and agree the collection, use, retention and disclosure of Personal Information is governed by FIPPA. Metrolinx acknowledges that the Supplier may also be subject to the requirements of Personal Information and Protection of Privacy Act (Canada). In the event of a conflict between the requirements of FIPPA and the requirements of any other legislation governing the treatment of Personal Information, the more onerous provision shall apply.
- (ii) The Supplier shall ensure that all collection, access, use, retention and disclosure of Personal Information under this Contract, whether through the performance of the Work or otherwise, complies with Applicable Laws including FIPPA and applicable requirements to collect, record and retain relevant consents pertaining to the collection, access, use, retention and disclosure of Personal Information in respect of the Work.
- (iii) The Supplier shall ensure the security and integrity of any Personal Information collected by the Supplier and shall protect it against loss, unauthorized access, destruction, or alteration, in accordance with the following:
  1. The Supplier shall not directly or indirectly collect, use, disclose, store or destroy any Personal Information, or give, exchange, disclose, provide, or sell Personal Information to any third party, except as expressly permitted, and for a purpose(s) authorized, under this Contract or otherwise agreed to in writing by Metrolinx.
  2. The Supplier shall ensure that access to Personal Information is restricted to those Supplier Personnel who have a need to know or use such information in the performance of the Work and who have been specifically authorized to have such access for the purposes of performing the Work. Access shall be limited to only that Personal Information which is required for the performance of the Work.
  3. All Personal Information shall be kept in a physically secure location and separate from all other records and databases. The Supplier shall not place, input, match, insert or intermingle, nor shall it permit any Person to place, input, match or intermingle, any data or records in any form whatsoever into or with any records or database containing such Personal Information.
- (iv) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Section (g).

**(h) FIPPA and Freedom of Information**

- (i) The Supplier acknowledges that Metrolinx is a provincial crown agency subject to FIPPA, and acknowledges and agrees as follows:

1. All FIPPA Records are subject to, and the collection, use, storage and treatment thereof is governed by FIPPA. The Supplier agrees to keep all FIPPA Records secure and available, in accordance with the requirements of FIPPA. The Supplier acknowledges that all information, data, records and materials, however recorded, that are held by the Supplier and/or created by the Supplier in the course of performing the Work are considered to be FIPPA Records and subject to FIPPA.
2. Section (f)(i) shall apply to all FIPPA Records (other than the Contract Records), which shall be returned and/or destroyed in accordance with that section.
3. In the event of a conflict between the requirements of this Contract and the requirements of FIPPA, the requirements of FIPPA shall take precedence.
4. 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 Supplier and the Supplier 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 Supplier 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 Supplier's rights of appeal pursuant to Section 7(g) and 7(h) 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 7 thereof).
5. Storage of FIPPA Records (including the Contract Records) at a location outside Canada shall only be permitted with Metrolinx's express written consent.

**(i) Audit Rights**

- (i) During the Term and for a period of seven (7) years thereafter, the Supplier 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 Supplier of the Work and of all expenditures or commitments made by the Supplier 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").
- (ii) 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 Supplier under this Contract.

- (iii) 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 Supplier and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Supplier or a Supplier Personnel, reasonably required to confirm the Supplier's compliance with the terms of this Contract and Applicable Laws, and to make copies thereof. The Supplier shall make available or cause to be made available the Contract Records that are requested by Metrolinx or that may be required given the scope of the audit (provided such scope is disclosed to the Supplier), 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 Supplier's premises and to the Supplier's employees. Where access is needed to a Supplier Personnel's employees or to Contract Records that are maintained by a Supplier Personnel, the Supplier 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 7(i)(iii) shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx.
- (iv) The Supplier shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and industry standards. The Supplier shall provide Metrolinx, upon request, the results of all internal controls and security audits performed by the Supplier's auditors.
- (v) The Supplier 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 Supplier from any of its obligations under this Contract nor shall such verification be used by the Supplier as evidence of effective control of quality.
- (vi) The Supplier 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 Supplier shall promptly remedy any violations of this Contract of which it becomes aware, pursuant to any audit or otherwise.

**(j) Supplier Compliance**

- (i) The Supplier shall advise all of its Supplier Personnel of the requirements of this Article 8.0, 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 8.0. In addition to any other liabilities of the Supplier pursuant to this Contract or otherwise at law or in equity, the Supplier shall be liable for all claims arising from any non-compliance with this Article 8.0 by the Supplier or any of its Supplier Personnel.
- (ii) The Supplier warrants that each of its Supplier Personnel engaged by the Supplier to provide any Work pursuant to this Contract is under a written obligation to the Supplier requiring such person to comply with the terms of this Article 8.0.

**(k) Publicity**

- (i) The Supplier shall not make any disclosure to any other person or any public announcement or press release regarding this Contract or any relationship between the Supplier and Metrolinx, without Metrolinx' prior written consent.

**(l) Damages**

- (i) The Supplier acknowledges and agrees that any breach or threatened breach of this Article 8.0 or the obligations set out herein shall cause immediate and irreparable harm to Metrolinx for which damages alone are not an adequate remedy. The Supplier 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.

**8. Representations and Warranties of the Contractor****(a) General Representations, Warranties and Covenants**

The Supplier 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 Supplier is validly existing under the laws of the location of its head office and the Supplier 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 Supplier 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:
  - 1. 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 constating documents of the Supplier, the by-laws or resolutions of the Supplier or any agreement or instrument to which the Supplier is a party or by which it is bound, or
  - 2. require the Supplier 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 Supplier 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 Supplier has carefully reviewed the whole of this Contract, including all of the Contract Documents, and all other documents made available to the Supplier by Metrolinx, and, to the Supplier's knowledge, nothing contained herein or therein inhibits or prevents the Supplier from performing the Work in accordance with required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (vi) the Supplier has engaged and shall engage only Sub-suppliers and Supplier 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 Supplier 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 Supplier is not aware of any legal action instituted, threatened or pending against the Supplier that could have a material adverse effect on its ability to perform its obligations under this Contract,
- (ix) the Supplier 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;
- (x) the Supplier is familiar with the obligations imposed on an "employer" as defined in the Occupational Health and Safety Act (Ontario), 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
- (xi) the Supplier represents, warrants and covenants to Metrolinx that the Supplier is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act.

**(b) Continuing Effect of Representations, Warranties and Covenants**

- (i) The Supplier hereto agrees that its covenants, representations and warranties contained in this Article 8.0 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

**9. Intellectual Property**

**(a) Ownership of Metrolinx Intellectual Property**

- (i) As between Metrolinx and the Supplier, Metrolinx owns and shall own all right, title and interest in and to the Metrolinx Intellectual Property. To the extent that the Supplier requires the use of any Metrolinx Intellectual Property in connection with this Contract or the Work, Metrolinx hereby grants to the Supplier, during the Term, a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free right and license for the Supplier and the Supplier Personnel to access, use, copy, support, maintain and, to the extent reasonably necessary to provide the Work, modify, the Metrolinx Intellectual Property solely for the purposes of fulfilling the Supplier's obligations under this Contract, subject to compliance with the confidentiality obligations set out in this Contract.

- (ii) Metrolinx grants no rights other than explicitly granted herein, and the Supplier shall not exceed the scope of this license. Except for the limited right to use such Metrolinx Intellectual Property as set forth in this section, the Supplier shall not have or acquire any rights in or to the Metrolinx Intellectual Property.

**(b) Ownership of Supplier Intellectual Property**

- (i) As between Metrolinx and the Supplier, the Supplier owns all right, title and interest in and to the Supplier Intellectual Property. The Supplier hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, maintain, modify (including create derivative works from), sublicense (through multiple tiers), assign, distribute or otherwise exploit any Supplier Intellectual Property that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support, maintain, modify (including create derivative works from), sublicense, assign, distribute or otherwise exploit any Custom Intellectual Property; provided, however, that the foregoing license does not permit Metrolinx to use the Supplier Intellectual Property in its standalone form or for any purpose other than as part of or in conjunction with the Custom Intellectual Property it is associated with. The Supplier grants no rights other than explicitly granted herein, and Metrolinx shall not exceed the scope of this license.
- (ii) If the Supplier integrates with or embeds in any Deliverables any Intellectual Property provided by a third party vendor, subcontractor, independent contractor, Sub-Supplier or other Person, the Supplier shall obtain for Metrolinx the same license rights for Metrolinx as set forth in Section 9(a)(i).

**(c) Ownership of Custom Intellectual Property**

- (i) Metrolinx owns and shall own all right, title and interest in and to the Custom Intellectual Property. The Supplier hereby irrevocably assigns and transfers to Metrolinx all right, title and interest, throughout the world in and to all Custom Intellectual Property produced pursuant to this Contract including all applicable Intellectual Property Rights thereto. If the Supplier has any rights to Custom Intellectual Property that cannot, or which the Parties agree will not, be assigned to Metrolinx, the Supplier hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, fully paid-up, royalty-free and worldwide right and license to access, use, copy, support, maintain, modify (including create derivative works from), sublicense (through multiple tiers), assign, distribute or otherwise exploit the Custom Intellectual Property.

**(d) Employee and Sub-Supplier Contracts**

- (i) The Supplier shall obtain from each of the Contract Personnel an assignment of rights to the Custom Intellectual Property and a waiver of any moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout the world) in and to the Custom Intellectual Property, for the benefit of Metrolinx and its respective successors, assigns, licensees and contractors, prior to the performance of any Work by each such individual. The Supplier shall provide copies of such documentation to Metrolinx upon request.



10. **Default and Termination**

**(a) Events of Default**

The Supplier shall be in default under the Contract on the occurrence of any of the following events ("Events of Default"):

- (i) if any representation or warranty made by the Supplier herein is or becomes incorrect or untrue or any statement or other document heretofore or hereinafter furnished by or on behalf of the Supplier pursuant to or in connection with the Contract proves to have been false in any respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial material fact; or
- (ii) the Supplier does not complete the Work in a timely manner or the Supplier does not observe or perform any of its obligations under the terms of the Contract; or
- (iii) the Supplier ceases or threatens to cease to carry on its business; or
- (iv) the Supplier becomes insolvent, bankrupt, makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar statute, including without limitation the Companies Creditors Arrangement Act (Canada); a petition in bankruptcy is filed against the Supplier; or steps are taken under any legislation by or against the Supplier seeking liquidation, winding-up or dissolution of the Supplier; or
- (v) a receiver, receiver and manager or trustee is appointed in respect of the Supplier; or
- (vi) the holder of a security interest takes possession of all or a substantial part of the Supplier's property or undertaking.

**(b) Rights upon Default**

- (i) If at any time the Supplier fails to complete the Work as required, Metrolinx shall have the right to take such action as to complete the Work in respect of such period. The Supplier shall indemnify Metrolinx for any cost or expense incurred by Metrolinx for the Supplier's failure to comply with its covenants herein. In addition, Metrolinx may deliver a written notice to the Supplier which describes the Event of Default relied upon, and which further provides that unless such Event of Default is waived by Metrolinx or cured within a ten (10) day period, Metrolinx may suspend or terminate the whole or any part of the provision of the Work or this Contract for cause. In the event of a suspension or termination, the Supplier shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further orders for materials or Work for the terminated portion of the Work. Metrolinx shall have the right to select and appoint a replacement Supplier to complete the Work for the balance of the term of the Contract on such terms and conditions as may be acceptable to Metrolinx or, in its sole discretion, may complete the Work utilizing its own resources.

**(c) Other Rights**



- (i) Upon Default, Metrolinx will have, in addition to the rights specifically provided in the Contract, all rights given to it by statute or by common law. No such right shall be exclusive of or dependent upon any other right and one or more of such rights may be exercised independently or in combination from time to time.

**(d) Deficiency**

- (i) Notwithstanding Metrolinx' exercise of any of its rights under this Section 10, the Supplier will remain liable to Metrolinx for fulfilment of any obligations which are outstanding following any Event of Default.

**(e) Termination for Convenience by Metrolinx**

- (i) Metrolinx may, by thirty (30) days' written notice to the Supplier, terminate this Contract for convenience, and thereupon Metrolinx shall be liable for payment to the Supplier 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 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.

**11. Risk Management:**

**(a) Insurance**

- (i) The Supplier shall maintain insurance of such types and in such amounts as is commercially reasonable for the business operated by the Supplier, and for the performance of the type of Work required by this Contract, including without limitation,

**1. General Liability Insurance:**

The policy shall be in the name of the Supplier with Metrolinx added as an additional insured, with limits of not less than five million dollars (\$5,000,000) per occurrence and with a property damage deductible of not more than five thousand dollars (\$5,000). The insurance coverage shall not be less than the insurance required by IBC Forms 2100 and 2320, or their equivalent replacement. Umbrella or excess liability insurance may be used to achieve the desired limit. The policy shall include a waiver of subrogation against Metrolinx.

**2. Automobile Liability Insurance:**

The policy covers for bodily injury, death, and damage to property with respect to all licensed vehicles owned or leased by the Supplier. The policy shall have limits of not less than two million dollars (\$2,000,000) inclusive per occurrence. If the policy is issued pursuant to a government-operated automobile insurance system, the Supplier shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Supplier.

**3. Property and Boiler and Machinery Insurance:**

- a. All Risks Property Insurance  
Not Applicable
  - b. Boiler and Machinery Insurance  
Not applicable.
- 4. Equipment Insurance:
  - a. Not Applicable
- (ii) Proof of Insurance Coverage:
  - 1. Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Supplier shall promptly provide Metrolinx with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.
  - 2. Certificates for General Liability Insurance shall include in addition to the Supplier, Metrolinx.
  - 3. Certificates of All Risks Property Insurance shall include the C Supplier, Metrolinx and all Sub-supplier s as additional insureds.
  - 4. All Certificates of Insurance shall also include the Contract name and number.
- (iii) Where the full insurable value of the Work is substantially less than the Contract Price, Metrolinx may reduce the amount of insurance required or waive one or more of the types of insurance requirement.
- (iv) If the Supplier fails to provide or maintain insurance as required by the Contract Documents, then the Owner shall have the right to provide and maintain such insurance. The Supplier shall pay the cost thereof to Metrolinx on demand or Metrolinx may deduct the amount which is due or may become due to the Supplier.
- (v) All required insurance policies shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work.
- (vi) All required insurance policies shall be endorsed to provide Metrolinx with not less than thirty (30) days notice in writing in advance of any cancellation and material amendment or change restricting coverage.
- (vii) All insureds shall cooperate with the Supplier to comply with any reporting requirements of the insurance policies in order to maintain the policies in good standing, to give notice in writing of any incidents which may result in a claim or loss covered by the policies and to provide documentation necessary in the defence or settlement of claims.

**(b) Evidence of Insurance Coverage**

- (i) Within five (5) Business Days of delivery of notice of award of the Contract by Metrolinx, the Supplier shall furnish to Metrolinx certificates of insurance, as required by Section 4(e) herein. The requisite certificates shall state that Metrolinx

will be provided with mandatory thirty (30) days written notice of cancellation of any coverage. The Supplier shall maintain such insurance during the entire term of the Contract.

**(c) Workplace Safety and Insurance**

- (i) The Supplier shall at all times pay or cause to be paid any assessments or compensation required to be paid by the Supplier or its Sub-suppliers pursuant to any applicable workers' compensation to the Workplace Safety and Insurance Board and may deduct such assessments or compensation from monies due to the Supplier. The Supplier shall comply with all regulations and laws relating to workers' compensation.

12. **Indemnification**

**(a) Infringement Indemnity**

- (i) Supplier shall indemnify, defend and hold harmless Metrolinx, its affiliates and each of their respective officers, directors, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any and all Losses which they or any of them may at any time incur or suffer as a result or arising out of any claim that the Deliverables or the Supplier Background IP infringe or misappropriate the intellectual property rights of any third party.
- (ii) In addition to the other rights Metrolinx may have under this Contract, Supplier will promptly notify Metrolinx of such claim or proceeding and shall promptly, at Supplier's expense, take the following actions in the following priority order:
  - 1. secure the right to continue using the item;
  - 2. replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Work in any material way; or
  - 3. if neither the course of action described Section 1.(a)(i)(A) or Section 12(a)(ii)3. is available to Supplier, Supplier will remove the item from the Work and equitably adjust Supplier charges to adequately reflect such removal.

**(b) General Indemnities**

The Supplier shall at all times indemnify and save harmless Metrolinx and the other Indemnified Parties from and against any and all Losses resulting from:

- (i) any breach, violation or non-performance by or on behalf of the Supplier of any covenant, obligation or agreement of the Supplier contained in this Contract, including any warranty (express or implied);
- (ii) any negligent acts, errors or omissions or willful misconduct by or on behalf of the Supplier relating to the Work to be provided under this Contract;

- (iii) any acts performed or omitted to be performed by or on behalf of the Supplier beyond the authority of the Supplier hereby conferred; and/or
- (iv) any inaccuracy in or breach of any of the representations or warranties of the Supplier contained in this Contract.

**(c) General Provisions**

- (i) The Supplier 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 Supplier is obligated to indemnify the Indemnified Parties pursuant to this Article 12.0, provided that the indemnity obligations of the Supplier under this Article 12.0 shall not extend to Losses attributable to the negligence or willful misconduct of any Indemnified Parties to the extent that such Indemnified Parties' negligence or willful misconduct caused the Loss.
- (ii) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article **Error! Reference source not found.**, 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 Supplier under this Contract pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
  - 1. the Supplier is, becomes, or is deemed to be bankrupt or an insolvent person pursuant to the Bankruptcy and Insolvency Act (Canada);
  - 2. the Supplier makes a general assignment for the benefit of creditors; or
  - 3. a receiver or interim-receiver is appointed with respect to some or all of the Supplier's business, assets, or property,
- (iii) 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 Supplier under any other agreement or account. The provisions of this Section 12(c)(ii) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Supplier to or for the benefit of Metrolinx.

**13. Limitation of Liability**

**(a) General Intent**

It is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by the Contract.

**(b) Limitations on Liability**

- (i) SUBJECT TO SUBSECTION 13(b)(iii) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL

DAMAGES RELATING TO THE AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

- (ii) Subject to Section 13(b)(iii), 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 two times the Total Estimated Contract Price.
- (iii) The limitations of liability set forth in Sections 13(b)(i) and 13(b)(ii) shall not apply with respect to Losses:
  - 1. that are the subject of indemnification pursuant to Sections 12(a) and 12(b)(ii) only; or
  - 2. occasioned by a breach of Section 5(e) or Article 7.0.
- (iv) Each Party shall have a duty to mitigate damages for which the other Party is responsible.

14. **General**

**(a) Entire Agreement**

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.

**(b) Governing Law and Jurisdiction**

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.

**(c) Survival**

The obligations set out in Section 3.8, Article **Error! Reference source not found.**, Article 9, Section 10(d), Article **Error! Reference source not found.**, Article **Error! Reference source not found.**, , Section (j), this Section (c) and any other provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract (in whole or in part) shall survive any termination or expiration of this Contract (in whole or in part, as applicable) and continue in full force and effect.

**(d) Enurement**

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.

**(e) Assignment**

The Supplier 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.

**(f) Independent Parties**

- (i) 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 Supplier. 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.
- (ii) The Supplier Personnel and all other personnel providing the Work are solely the employees of the Supplier and applicable Sub-suppliers (and not Metrolinx') for all purposes under this Contract, including for all purposes under any Applicable Laws. Accordingly, none of the Supplier Personnel is entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx.

**(g) Third Party Beneficiaries**

- (i) 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.
- (ii) The Supplier represents and warrants to Metrolinx that the Supplier is entering into this Contract solely on the Supplier's own behalf and not as an agent for any other Person.

**(h) Joint and Several Liability**

Where the Supplier comprises two or more Persons, each of them shall be jointly and severally liable for the obligations of the Supplier under this Contract.

**(i) Notice**

- (i) Unless expressly provided elsewhere in the Contract Documents, 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.
- (ii) 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.

**(j) Conflicts of Interest**

- (i) 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 Supplier's other commitments, relationships or financial interests:

1. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
  2. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (ii) The Supplier shall:
1. Use best efforts avoid any Conflict of Interest in its contractual obligations;
  2. disclose to Metrolinx without delay any actual Conflict of Interest that arises during the performance of its contractual obligations; and
  3. comply with any reasonable mitigation requirements prescribed by Metrolinx to resolve any Conflict of Interest.
- (iii) In addition to all other contractual rights or rights available at law or in equity, Metrolinx may immediately terminate the Contract upon giving notice to the Supplier where:
1. the Supplier fails to disclose an actual or potential Conflict of Interest;
  2. the Supplier fails to comply with any reasonable mitigation requirements prescribed by Metrolinx to resolve a Conflict of Interest; or
  3. the Supplier's Conflict of Interest cannot be resolved
- (iv) This Section shall survive termination or expiry of this Contract.

**(k) Amendments**

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.

**(l) No Waiver**

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.

**(m) Severability**

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.

**(n) Further Assurances**

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.

**(o) Counterparts**

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.



## Schedule "A" – Definitions

**"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 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.

**"Approvals"** means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the Work as may be required from any applicable Governmental Authority.

**"Business Day"** means any day which is not: (a) a Saturday or a Sunday; or (b) a day observed as a holiday under a law of the Province of Ontario or a federal law of Canada applicable to the Province of Ontario.

**"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 Supplier (including to employees, contractors, or other representatives thereof). For greater certainty, all personal information (as defined in FIPPA), Contract Records, documents, personal information, 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.

**"Contract"** means the agreement to be entered into between the Supplier and Metrolinx upon acceptance by Metrolinx of the Proposal delivered by the Supplier to Metrolinx, of which these General Conditions form an integral part.

**"Contract Records"** has the meaning ascribed to it in Section 6.9.1 of Appendix "A" – General Conditions.

**"Custom Intellectual Property"** means any Intellectual Property created, developed or produced by the Supplier or any Supplier Personnel under this Contract specifically for use in connection with the performance of the Work, all documentation and media related thereto, and all Intellectual Property Rights therein.

**"Deliverable"** means everything developed for or produced by the Supplier in the course of performing under this Contract, including but not limited to any goods or services.

**"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 required for the Work.

**"Effective Date"** means the date first specified on the first page of the Articles of Agreement.

**"Events of Default"** shall have the meaning ascribed to in Section 9 of Appendix "A" – General Conditions.

**"Excusable Delay"** has the meaning set out in Section 3.4.4 of Appendix "A" – General Conditions.

**"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter F.31.

**"FIPPA Records"** means all information, materials and other records (however recorded and whether or not such information, materials and other records constitutes Confidential Information) that is: (a) in the custody or control of Metrolinx; and (b) subject to FIPPA.

**"First Extension Term"** has the meaning ascribed to it in Section 2.2(a) of Appendix "A" – General Conditions.

**"Governmental Authority"** means any federal, provincial, territorial, regional, municipal or local governmental authority, municipal corporation, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over Metrolinx, any aspect of the performance of the Work, including the manufacture and delivery of goods or services contemplated thereby, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

**"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.

**"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.

**"Key Personnel"** has the meaning ascribed to it in Section 4.3(a) of Appendix "A" - General Conditions.

**"Kick-Off Meeting"** means the initial meeting to be held between Metrolinx and Contractor after Contract award, as set out in the Work Plan.

**"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.

**"Manufacturing Defects"** means a defect in the design, material or workmanship, including but not limited to:

- (a) sewing defects – includes open seams, wrong stitching techniques used, same colour garment, but usage of different colour threads on the garment, miss out of stitches in between, creasing of the garment, erroneous thread tension and raw edges;
- (b) colour effects – includes a difference of the colour of final produced garment to the sample shown, accessories used are of wrong colour combination and mismatching of dye amongst the pieces;
- (c) sizing defects – includes the wrong gradation of sizes, a difference in measurement of a garment part from another (for example sleeves of 'XL' size but body of 'L' size);and
- (d) garment defects – includes faulty zippers, irregular hemming, loose buttons, improper button holes, uneven parts, inappropriate trimming, and a difference in fabric colours.

**"Metrolinx Intellectual Property"** means: (a) all Intellectual Property that is proprietary to, or controlled or licensed by, Metrolinx and provided to the Supplier; (b) all Metrolinx Marks; (c) all procurement documents issued by Metrolinx; (d) all documentation or source materials (including source

code) related to any of the foregoing; and (e) all copies, translations, improvements, modifications, enhancements, adaptations, or derivations made to the Metrolinx Intellectual Property by Metrolinx and/or any third party not performing work under this Contract.

**“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.

**“Metrolinx Policies”** means any operational, safety or other policies, procedures, rules and/or guidelines of Metrolinx or its contractors, in place at any time during the Term and whether or not in place as at the Effective Date, that govern work performed or services provided on property owned or controlled by Metrolinx, or as same may be amended from time to time.

**“Metrolinx Representative”** has the meaning ascribed to it in Section 3.10.1 of Appendix “A” –General Conditions.

**“Option Year”** has the meaning ascribed to it in Section 2.2 of Appendix “A” – General Conditions.

**“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.

**“Required Standard of Care”** means using general standards of good commercial practice and professionalism as understood in Ontario, assuring only first class workmanship, and using only proper materials and methods as are suited to the function and performance intended.

**“Second Extension Term”** has the meaning ascribed to it in Section 2.2(b) of Appendix “A” – General Conditions.

**“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.

**“Sub-supplier”** – means any Person having a direct contract with the Supplier or another Sub-supplier to perform any part of the Work identified in this Contract.

**“Supplier”** means the Person identified as such on page 1 of the Articles of Agreement.

**“Supplier 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 Supplier or which Supplier 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

**“Supplier Contact”** has the meaning ascribed to it in Section 4.1.2 of Appendix “A” – General Conditions.

**“Supplier Personnel”** means (a) with respect to the Supplier, all of the Supplier’s personnel, employees and independent contractors (including the Key Personnel and the Supplier Contact) engaged in the performance of the Work; and (b) with respect to each Sub-supplier, all of that Sub-supplier’s personnel, employees and independent contractors engaged in the performance of the Work.

**“Supplier’s Proposal”** means the Supplier’s formal submission in response to RFP-2015-CS-012.

**"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.

**"Term"** has the meaning set out in Section 2.1 of Appendix "A" – General Conditions, and if exercised, includes Option Years 2, 3, 4 and 5.

**"Third Party Contract"** means a contract between Metrolinx and any other Person which is in any way related to, impacts or is impacted by the Work and/or the Supplier's acts or omissions, whether expressly identified to the Supplier or not.

**"Total Estimated Contract Price"** means the contract price identified in the Articles of Agreement.

**"Value Added Taxes"** means such sum as shall be levied upon amounts payable to the Supplier under this Contract by any Governmental Authority that is computed as a percentage of the amounts payable to the Supplier (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 Supplier.

**"Work"** means all of the tangible and intangible activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Supplier under this Contract, including the manufacture, supply and delivery of uniforms as more particularly set for in Appendix "B" – Metrolinx Requirements.

**"Work Plan"** means the scheduling requirements for the Work set out in Section 7.0 of Appendix "B" – Metrolinx Requirements or otherwise developed and agreed to by the Parties from time to time.

## **Schedule "B" – Change Management**

### **1. Change Requests**

- (a) Metrolinx may request and Supplier may recommend changes to the Work (including additions or deletions thereto), the specifications set out in Appendix "B" – Metrolinx Requirements, any Deliverables, the Work Plan or delivery arrangements (each a **"Change"**) at any time during the Term. For greater certainty, Changes may include the production of uniforms for 'new' Metrolinx business units, changes to the fitting services and/or showroom locations as well as changes to the delivery site(s).
- (b) Supplier shall not be entitled to independently develop any Changes for delivery to Metrolinx without the explicit prior written consent of Metrolinx. Supplier 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 and in Supplier's Proposal (i.e, using, where applicable, the prices identified in Attachment #1 – Contract Prices.
- (c) Where a Change requires a substantial deletion or reduction of Work, the Parties shall agree to adjust the Contract Price in accordance with the foregoing and credit such adjustment to the benefit of Metrolinx. If no further invoice(s) are issuable to Metrolinx by the Supplier hereunder then any such amounts shall be paid by the Supplier to Metrolinx via certified funds within thirty (30) days of such Metrolinx-approved Change or adjustment of Work. The Supplier shall maintain a detailed process for requesting, controlling, approving and managing technical and operational Changes.

### **2. Change Order Process**

- (a) Where a Change is proposed or required, Metrolinx or Supplier, as applicable, shall provide a request in writing, in the form agreed by the Parties (a **"Change Order"**) to the other Party describing in reasonable detail the proposed Change. Changes shall be implemented by Supplier at agreed upon pricing, in accordance with the pricing principles set out in Section 1.1(b) of this Schedule "B".
- (b) Where a Change is initiated by Metrolinx, Supplier shall prepare and provide to Metrolinx, within ten (10) Business Days of receipt of the Change Order or such longer time period as Metrolinx may otherwise agree (acting reasonably), in writing and in a form acceptable to Metrolinx:
  - (i) A breakdown of the applicable costs, including labour and materials, with the unit price and corresponding quantity, Sub-supplier quote or purchase order, and mark-up etc. which makes up the total proposed cost. The information must be in sufficient detail for Metrolinx to determine if the proposed costs are fair and reasonable.
  - (ii) Any adjustment to the Work Plan or timing of the Work, as applicable, resulting from the proposed Change; and
  - (iii) Any proposals, designs or other details or information which Metrolinx has reasonably requested.
- (c) Where a Change is initiated by Supplier, Supplier shall include in its Change Order request:

- (i) a breakdown of the overall pricing including any savings or other cost adjustments of the proposed or required Change;
  - (ii) any adjustment to the Work Plan or the timing of the Work, as applicable, resulting from 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) All Change Orders approved by Metrolinx shall be signed by both Parties and shall constitute an amendment to this Contract. No Changes shall be implemented until a Change Order has been approved by Metrolinx and the Change Order has been executed by both Parties. The executed Change Order shall be the final determination of any adjustments to the Work Plan, or any of the Work, including pricing adjustments, required under the Contract, as applicable, with respect to the Change set out therein.

## Schedule C – Key Personnel Qualifications

### 1. Key Personnel Qualifications

The following Key Personnel roles shall be filled, and they shall perform the following key responsibilities as well as any other responsibilities as requested by Metrolinx, in accordance with the Contract and in accordance with the following requirements in respect of qualifications, experience and minimum years of experience:

Role	Key Responsibilities	Qualifications and Experience	Required Duration
Project Manager	Refer to Appendix "B"	<ul style="list-style-type: none"> <li>• Minimum 5 years experience as a Project Manager in uniform industry or 10 years in similar industry</li> <li>• Project Management Professional (PMP)</li> <li>• Demonstrated experience creating project management documentation, e.g. statement of work, preparing a schedule, running stand-ups, mitigating risks, escalating scope creep to a client, trueing up budgets or problem solving on the fly</li> </ul>	Entire Term of the Contract
Account Manager	Refer to Appendix "B"	<ul style="list-style-type: none"> <li>• Minimum 5 years experience as an Account Manager in uniform industry or 10 years experience as an Account Manager</li> <li>• Must meet established minimum activity levels to obtain weekly, monthly, quarterly, and yearly results.</li> <li>• Applicable industry knowledge of apparel, uniform, and promotional is preferred:</li> <li>• Define and structure the uniform program for Metrolinx and formalize the contract.</li> <li>• Define operational requirements and facilitate the development of appropriate workflow.</li> <li>• Accountable for customer and company contract performance-adjust service levels as needed; conduct periodic business reviews with customer.</li> <li>• Responsible for immediately reacting to resolve customer issues: may involve communications and coaching / counselling to the field resource.</li> <li>• Develops working relationships with internal field management and field sales resources throughout the company.</li> </ul>	Entire Term of the Contract

<b>Role</b>	<b>Key Responsibilities</b>	<b>Qualifications and Experience</b>	<b>Required Duration</b>
Quality Assurance Specialist	Refer to Appendix "B"	<ul style="list-style-type: none"> <li>• Bachelor or equivalent work experience required. Advanced degree preferred.</li> <li>• Minimum 5 years of quality/management experience or 10 years related experience:</li> <li>• Ensuring the standard of fibres, yarns, fabric construction, colour fastness, surface designs and the final finished garment products meet Metolinx requirements.</li> </ul>	Entire Term of the Contract
Production Operations/ Supply Chain Manager	Refer to Appendix "B"	<ul style="list-style-type: none"> <li>• Bachelor or equivalent work experience required. Advanced degree preferred.</li> <li>• Minimum 5 years as an account manager in uniform industry or 10 years account management experience:</li> <li>• Assess and manage IT capability to improve ordering, delivery at an enterprise and individual level</li> <li>• Highly accurate forecasting, algorithms, and dynamic time-phased replenishment plans, uniform marketers can reduce inventory, and prove service levels, phase out obsolete styles and lines, and launch new products.</li> <li>• Mange shipping/logistics from manufacturer-to-destination.</li> <li>• Issues management: investigate orders and status for weekly/monthly/quarterly tracking reports.</li> <li>• Lead continuous improvement initiatives to reduce errors and ensure on-time delivery.</li> </ul>	Entire Term of Contract



### **Schedule D – International Labour Organization Conventions**

1. Freedom of association and the right to collective bargaining are respected; Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
2. All forms of forced or compulsory labour are eliminated; There shall be no use of forced labour, including prison labor, indentured labour, bonded labour or other forms of forced labour.
3. Child labour shall not be used; No person shall be employed under the age of 15 or under the age for completion of compulsory education, whatever is higher.
4. Nor discrimination is practiced; No person shall be subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group or ethnic origin.

## Schedule E - Supplier Code of Conduct

The goal of the Supplier Code of Conduct is to ensure safe and healthy workplaces for the people who make and deliver goods to Metrolinx. The standards set out in the chart, below, are based on a set of 'core' International Labour Organization (ILO) conventions that directly support the Universal Declaration of Human Rights. Metrolinx suppliers and their sub-suppliers agree to comply with the minimum labour standards noted below. Where any Applicable Law differs from the principles set out in this policy, the standard that provides the greater right, benefit or protection to the worker shall apply.

Labour Standards	Definitions
<b>Child Labour</b>	No child labour will be used in any stage of the manufacture of products supplied to Metrolinx. The term "child" refers to any person under the age of 15 (or 14 where the law of the country of manufacture allows). Workers under the age of 18 shall not be exposed to situations in the workplace that are hazardous, unsafe or unhealthy. For greater certainty, the use of legitimate workplace apprenticeship programs, which comply with all Applicable Laws, is permitted.
<b>Forced Labour</b>	No forced labour will be used in the manufacture of products supplied to Metrolinx. Forced labour includes involuntary prison labour, indentured labour, bonded labour or otherwise. Workers shall not be required to lodge financial deposits or their original identity papers with their employer.
<b>Harassment and Abuse</b>	Workers involved in the manufacture of products supplied to Metrolinx will not be subject to physical, sexual, psychological abuse or harassment, verbal abuse, or any other form of abuse, including corporal punishment.
<b>Discrimination</b>	Workers involved in the manufacture of products supplied to Metrolinx will not be discriminated against. The Supplier and its employees shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, place of origin, ancestry, source of income, pregnancy, religion, political affiliation, union membership, family status or marital status in hiring and employment practices such as promotions, rewards and access to training. No worker shall be subject to the forced use of contraceptives or pregnancy testing.
<b>Hours of Work</b>	Workers involved in the manufacture of products supplied to Metrolinx will not be forced to work in excess of 48 hours per week. Employers will provide each of its workers with at least one day off for every seven-day period. If a worker is requested to work overtime, such overtime shall not exceed 12 hours per week. Overtime will only be requested in exceptional and short- term circumstances, be voluntary, with workers compensated either according to law, or where the law is silent at a premium rate.
<b>Wages and Compensation</b>	The Supplier shall recognize that wages are essential to meeting employee's basic needs. Employers shall pay employees, as a floor, at least the minimum wage and benefits required by any Employment Standards legislation applicable to the Supplier or its Sub-suppliers. In all cases, workers shall receive wages that meet basic needs by local standards.

**Health and Safety**

The employer shall provide its workers with a safe and healthy workplace in compliance with country and local health and safety laws and regulations, including access to clean toilet facilities and potable water. If accommodations are provided, such accommodations shall be clean, safe, and meet the basic needs of the workers. Adequate steps shall be taken to prevent accidents and injury to health by minimizing the causes of hazards inherent in the working environment.

**Freedom of Association and the Right to Collective Bargaining**

Workers involved in the manufacture of products supplied to Metrolinx will not be denied the freedom of association and the right to collective bargaining. Workers shall have the right to join or form trade unions of their own choosing and to bargain collectively. Workers' representative shall not be discriminated against and shall have access to carry out their representation functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer will not hinder the development of parallel means for independent and free association and bargaining.

**DO NOT WRITE IN THIS SPACE**

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

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### List of Contents

The following documents hereby form part of and are appended to this Proposal Document as the Appendix "B" – Contractor's Scope of Work

<b><u>ITEM NO.</u></b>	<b><u>DOCUMENT TITLE</u></b>
1.	Abbreviations and Definitions
2.	Project Overview
3.	General Requirements
4.	Management of the Work
5.	Scope of Work
6.	Supplier Key Personnel
7.	Work Plan
Schedule A	Uniform Specifications

## **1. ABBREVIATIONS AND DEFINITIONS**

- 1.1 “Ad-Hoc Order” means orders placed by Metrolinx on an as-and-when required basis. Ah Hoc Orders will typically be used to outfit new hires, staff returning from a period of medical leaves (where garment sizes may have changes over time) or to address replacement of lost or damaged uniform items.
- 1.2 “Annual Replacement” means the bulk order placed by Metrolinx on an annual basis to allow all GO Transit uniformed staff to replenish their uniform set, out of their allotted yearly stipend. Each uniformed staff is required to purchase 2 pairs of pants and 2 shirts at a minimum. Uniformed staff may also acquire additional shirts and pants or other uniform components at their option, provided that they have sufficient funds remaining in their stipend to cover the purchase amount. The delivery date for Annual Replacement orders, for contract periods after Period One, will be April 30 for all uniform items.,
- 1.3 “Business Day” has the same meaning as in Appendix “A” – General Conditions.
- 1.4 “Deliverables” has the same meaning as in Appendix “A” – General Conditions.
- 1.5 “First Order” means the first bulk uniform order placed by Metrolinx in Period One of the contract.
- 1.6 “First Order Delivery Date” means the date upon which Metrolinx receives its First Order, no later than April 31, 2018 for all uniform items.
- 1.7 “Manufacturing Defects” has the meaning ascribed to it in Appendix “A”.
- 1.8 “Project” has the meaning ascribed to it in Section 3.1 of this Appendix “B”
- 1.9 “Uniform Specifications” means the minimum per-uniform item design and manufacturing requirements identified by Metrolinx with respect to garment labelling, packaging, colour(s), material(s) used, stitching/sewing instructions, and sizing, as included in Schedule A of Appendix “B”.

## **2. PROJECT OVERVIEW**

- 2.1 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.
- 2.2 GO Transit is an operating division of Metrolinx and is the regional public transit service for the Greater Toronto and Hamilton Area, with routes extending to communities across the Greater Golden Horseshoe .
- 2.3 Metrolinx has approximately 600 non-front line uniformed staff
- 2.4 Presently uniforms are issued to staff annually through a voucher arrangement with the current uniform supplier.
- 2.5 Metrolinx is seeking to obtain an improved vendor relationship including a dedicated account customer service representative who:

- (a) can facilitate streamlined ordering via an annual ordering process in accordance with Metrolinx uniform allocation allowances
- (b) ensure timely delivery process. ,
- (c) has proficient product knowledge,
- (d) can attend regular account meetings,
- (e) can provide timely responses to inquiries and concerns or complaints,
- (f) ensure accurate collection of relevant data and
- (g) provide access to regular reports from its selected uniform supplier than has been its previous practice.

### **3. GENERAL REQUIREMENTS**

- 3.1 Metrolinx is seeking a qualified uniform supplier ("Supplier") to provide the supply and delivery of uniforms for GO Transit, including but not limited to uniform procurement, inventory management and warehousing, order processing and distribution services as further described in this Appendix "B" – Metrolinx Requirement (the "Project")
- 3.2 This Contract includes procuring and delivering uniforms for non-frontline Metrolinx staff only.
- 3.3 During the Term of the Contract, the production/distribution facilities of the Supplier (including those of its Sub-suppliers) may be visited and inspected by representatives of Metrolinx. Metrolinx reserves the right, at its sole discretion, , in accordance with the process identified in Schedule B (change management) of Appendix "A" – General Conditions, including but not limited to the following:
- 3.4 add, delete or modify the Metrolinx Uniform items including the addition of a new uniform set for another Metrolinx uniformed staff role, as further described in Schedule A of this Appendix "B".

### **4. MANAGEMENT OF THE WORK**

- 4.1 Meetings
  - (a) Within ten (10) calendar days of the execution of the Contract, the Supplier shall have its Account Manager, as its designated representative, meet with the Metrolinx uniform management team to review its proposed Work Plan and Schedule (as included within its Technical Submission and in Appendix "B"- 7.1 Work plan.
    - (i) The Supplier shall not commence any uniform manufacture or procurement until after this initial confirmation meeting.
    - (ii) The Supplier shall provide to Metrolinx its refined Work Plan and schedule as per Appendix "B" – 7.1 Workplan.

- (b) The Supplier shall have its Account Manager, as its designated representative, meet with the Metrolinx uniform management team on a monthly basis, to discuss any issues of mutual concern and any outstanding items.
  - (i) Such communication may cover the entire scope of the Contract including but not limited to administrative issues, and service and Supplier performance issues.
  - (ii) The manner and time of communicating through meetings or teleconferences etc. will be arranged with the Supplier as required after the Contract has been established.

#### 4.2 Hours of Business

- (a) Metrolinx' hours of office business are Monday to Friday between 8:00am and 5:00pm Eastern Standard Time (holidays excluded).
- (b) When the Supplier needs to engage Metrolinx resources, for activities such as meetings, the Supplier will do so within the Metrolinx hours of business as noted above, excluding statutory holidays and other days Metrolinx has elected to be closed for business.
- (c) The Supplier accepts, however, that its hours of work may be outside its normal business hours including weekends, nights or evenings, in order to meet pre-established timelines and Deliverable due dates.

### 5. SCOPE OF WORK

#### 5.1 Fitting services

- (a) Fitting services shall consist of Metrolinx staff trying on the applicable off the shelf uniform items, based on Metrolinx role and may be based on gender, listed below in section 5.3 (b), to establish the correct uniform size(s) for the best fit, on-location fitting services for first order and annual replacement fitting services as required at a retail store or equivalent prior to ordering the uniform.
- (b) Must supply a range of size from XS to 7X.

#### 5.2 On-location fitting services

- (a) The Supplier shall provide to Metrolinx its refined Work Plan and schedule that includes a mutually agreeable schedule for first on-location fitting and ordering services within five (5) calendar days of the execution of the Contract.
- (b) In accordance with the agreed upon Work Plan and schedule and as part of the first order process all employees will be required to visit and place their first order from the locations listed below in section 5.2 (c).
  - (i) The Supplier shall bring with them a uniform kit, to fitting locations which will have all uniform pieces both in male and female variants in sizes XS-7X for staff to try on for correct sizing purposes.

- (ii) Metrolinx expects a minimum availability at each location of two (2) hours to a maximum of three (3) days.
- (iii) Where deemed necessary to allow all Metrolinx resources to be properly fitted in a timeframe that will meet the delivery date for the First Order, the Supplier is expected to provide additional fitting sessions during early morning, evenings and on weekends, outside of Metrolinx's regular office hours of business and meetings to accommodate those uniformed staff who work shift work. For greater certainty, all fitting sessions, including those outside of Metrolinx' regular office business hours, shall occur at the hourly rates set out in Attachment 1– Contract Prices.

(c) First Order fitting and ordering locations:

<b>Location</b>	<b>Address</b>	<b>Est. # of Resources to be Fitted</b>
Aberfoyle GO Transit Bus Facility	7471 McLean Road East, Aberfoyle, Ontario	10
Brampton GO Transit Bus Facility	85 Van Kirk Drive, Brampton, Ontario	10
East Gwillimbury GO Transit Bus Facility	65 Garfield Wright Blvd., East Gwillimbury, Ontario	10
GO Transit East Region Maintenance Facility	81 Middlefield Road, Scarborough, Ontario	100
GO Transit Union Station	97 Front Street, or other downtown location, Toronto , Ontario	40
GO Transit West Region Maintenance Facility	3500 Wolfedale Road, Mississauga, Ontario	100
Halton Hills GO Transit Bus Facility	19 Mansewood Court, Halton Hills, Ontario	10
Hamilton GO Transit Bus Facility	155 Coreslab Drive, Hamilton, Ontario	10
Lincolnville GO Transit Bus Facility	13190 York Durham Line, Stouffville, Ontario	10
Oshawa GO Transit Bus Facility	1002 Thornton Ave., Oshawa, Ontario	100
Steepprock GO Transit Bus Facility	200 Steepprock Drive, Downsview, Ontario	100
Streetsville GO Transit Bus Facility	6190 Mississauga Road, Mississauga, Ontario	100



- (d) In order to meet the delivery date for the First Order, the Supplier may be required to deploy multiple fitting teams

### 5.3 Deliverables

- (a) There shall be no minimum order quantity for uniform items. Metrolinx will order quantities of uniforms on an as required basis.
- (b) Uniform First Orders at Metrolinx are based on an allocation process, as follows:

Metrolinx Division	Uniform Piece	Mandatory First Issue Requirement	Subsequent Issue Requirement
<b>GO Transit Maintenance Classification/ Stockhandlers</b>	Shirt <i>(Long Sleeve or Short Sleeve in Standard + and/or Golf Style Shirt or Long Sleeve Sweatshirt or lightweight short sleeve)</i>	6	2
	Pants +	4	2
	Pullover Sweater <i>(Long Sleeve)</i>	1	
	Insulated Vest or Machine Jacket ++	1	
	Shop Coat **	2	
	Windbreaker (Lightweight)	1	
	Smock ++	1	
	Coverall ++/# or Bib Overall ++	1	
	High Visibility T-Shirt#	1	
	High Visibility Parka (long or Short) with side zippers and or High Visibility insulated coveralls, and lined vests, will be issued as determined by the requirements of the classification and at the discretion of section management	1	

	<div>+ = Choice of Polycotton or 100% cotton</div> <div>** = Stockhandlers Only</div> <div>++ = Maintenance Classifications Only</div> <div># 1 Pair of Coveralls and 2 High Visibility T-Shirts will be issued to all Maintenance Classifications at each subsequent issue</div>		
GO Transit Electricians	Shirts (Long Sleeve) (Blue/FR)	3	3
	Shirts (Long Sleeve) (HV/FR)	1	As Required
	Pants (Blue/FR)	3	3
	Pants (High Visibility/FR)	1	As Required
	Sweatshirt (Blue/FR)	1	1
	Coverall (Blue FR) or Overall (Blue FR)	1	1
	Overall (Insulated) (HV/FR)	1	As required
	Machine Jacket (Blue/FR)	1	1 Every 2 Years
	Parka (HV/FR) with side zipper	1	As required
	Windbreaker (Blue/FR)	1	1 Every 2 Years
	Windbreaker (HV/FR)	1	As required
	HV = High Visibility FR = Fire Retardant		
Track Maintenance	Shirt (Long Sleeve) (HV/FR)	3	3
	T-Shirts (Long Sleeve) (HV/FR)	2	2
	Pants (HV/FR)	3	3
	Coverall (HV/FR) or Overall (HV/FR)	1	1
	Overall (Insulated) (HV/FR)	1	As required
	Windbreaker (HV/FR)	1	As required
	–Rain Suit	1	As required

	<i>Parka (Long or Bomber Style)</i> <i>(HV/FR) with side zipper</i> <i>HV = High Visibility</i> <i>FR = Fire Retardant</i>	1	As required
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- (c) After being initially provided with a first issue set of uniform items when hired, or upon major redesign of the applicable Metrolinx uniform, GO Transit uniformed staff are required to replenish their uniform set annually, out of their allotted yearly stipend. Each uniformed staff is required to purchase:
- (i) Maintenance Classification/Stockhandlers/Electricians, 2 pairs of pants and 2 shirts at a minimum.
  - (ii) Uniformed staff may also acquire additional shirts and pants or other uniform items (see 5.4 above), at their option, provided that they have sufficient funds remaining in their stipend to cover the purchase amount.

#### 5.4 First Order

- (a) During Period One of the Contract Metrolinx will require that its uniformed GO Transit staff receive new uniforms. Orders placed will be in accordance with the Metrolinx uniform allocation rules, specific to subsequent issue allotment, as described in section 5.3(b) above.
- (b) The Supplier shall be responsible to place all orders and deliver all orders that are part of the First Order by no later than First Order Delivery Date,

#### 5.5 Annual Replacement Orders

- (a) During subsequent periods of the Contract, after Period One, Metrolinx will require that its uniformed GO Transit staff place orders on-line, while maintaining the option and the capability of placing orders pursuant to the process established for Period One, for uniform items in accordance with the uniform entitlement rules, as described in section 5.3(b) above.
- (b) All orders that are part of the Annual Replacement must have delivery of uniforms within 30 days of placement of orders commencing April 1<sup>st</sup> through March 31<sup>st</sup> the following year for each applicable year of the Contract. All orders should be collected in such manner so that delivery is completed in accordance with this schedule.

#### 5.6 Ad-Hoc Orders

- (a) Metrolinx from time to time will need uniforms to outfit its new hires or replace missing or damaged items. This Ad-Hoc Order processes will occur over the course of the year.
- (b) Uniformed employees may order additional uniform items, in accordance with Metrolinx's internal uniform allocation process.

- (c) All Ad Hoc orders must have delivery of uniforms within 30 days of placement of orders.

#### **5.7 Inventory Control**

- (a) The Supplier must at all times maintain a level of inventory in order to supply Metrolinx with the required uniform items within the stipulated delivery timeframes (refer section 5.13)
- (b) The Supplier must provide and maintain an inventory tracking system to record placed orders, track inventory, review and report on consumption of inventory items, monitor costs and produce reports on any combination of these activities. This system must not contain proprietary rights that would prevent the electronic transfer of information to Metrolinx.
- (c) The Supplier is to maintain accurate and up to date records, to provide Metrolinx, upon request, any of the following:
  - (i) Document evidence of garment delivery to final destination;
  - (ii) Shipping status and location of shipment while in transit;
  - (iii) Inventory status;
  - (iv) Review consumption, including but not limited to, division and position;
  - (v) Monitor costs; and
  - (vi) Any forecasting and planning data required to fulfill orders.

#### **5.8 Manufacturing/Procurement services**

- (a) The Supplier must ensure it has a process in place to facilitate custom and special orders if required.
- (b) All components of each garment must be cut in accordance with the best practice of the industry to ensure the best wearing qualities, appearance, minimum seam pulling, twisting, puckering and ensure there is no discernible difference in shade between the body components. All shell body components must be cut in the same direction of the fabric so that the warp will run in the vertical direction on all parts.

#### **5.9 Labeling**

- (a) The Supplier must ensure that uniform items are labelled in accordance with the Canadian General Standards Board (CGSB) standard CAN/CGSB-86.1-2003.
- (b) Unless otherwise specified, for a garment, a permanent label shall be placed inside the rear of the garment stitched with a placket stitching. No manufacturer's marking and or label shall appear on the outside of any garment produced under this Contract. Labels are to meet at a minimum, the following information:

- (i) Proponent or Manufacturer name, initials and/or recognized Trademark.
- (ii) Identification Number;
- (iii) Short description identifying product;
- (iv) Shirts (e.g. MLST 14½ = Male Long Sleeve Tall size, 14½);
- (v) Gender Size;
- (vi) Colour and Size;
- (vii) Material Type; and
- (viii) Fibre content and cleaning instructions.

#### 5.10 **Quality control**

- (a) The Supplier must ensure that they are able to meet the overall general garment requirements for all garments
  - (i) Specified garments must be available in male and female
  - (ii) All workmanship used in the construction of the finished product(s) shall be consistent and will be of the highest quality available for the duration of the Contract. Any product changes after Metrolinx approval will require written consent of Metrolinx.
  - (iii) All garments listed in Schedule A of Appendix "B" shall be machine washable and machine dryable without loss of integrity
- (b) Metrolinx shall have the right, exercisable at Metrolinx sole discretion, to reject part of or the entire shipment of Deliverables if the Deliverables are damaged, defective condition, and /or are not in compliance with Schedule A of Appendix B.

#### 5.11 **Samples**

- (a) The Supplier must procure and deliver to the Metrolinx Representative Samples of all uniform items prior to their availability for order, in accordance with the timelines for the Work Plan (i.e., Project Schedule) developed in accordance with Section 7.1 of Appendix 'B'.
- (b) The Supplier must not procure uniform component items until the Supplier has received prior written notification of acceptance of the Samples by the Metrolinx Representative.
- (c) Each Sample is to be made at the same location, using the same design, process, materials, material sources, methods and tooling as for full-scale production and must be of a statistically valid representative sample size.
- (d) Any changes, subsequent to the Sample approval by the Metrolinx Representative, to materials, manufacturing location, manufacturing process

or construction, must be documented and demonstrated by a new Sample and processed through the Metrolinx's approval procedures, if requested by the Metrolinx.

#### **5.12 Delivery / pick up services**

- (a) The Supplier must arrange for delivery of ordered uniform items from the Supplier's distribution warehouse(s) to the fitting location related to each order placed by Metrolinx. To the maximum extent possible, while respecting order processing times, orders to be shipped to the same destination (i.e. fitting location) are to be consolidated into a batch shipment; or
- (b) The supplier must make available for individual Client pick up of ordered uniform items from the Supplier's retail store(s) or equivalent within the GTHA; and
- (c) The supplier must have the ability for home delivery in the event that it is required in the future.

#### **5.13 Delivery / pick up Timeframes**

- (a) All orders, must be delivered, made available, to the Client, for pick up, within the specified maximum delivery lead-time below.
- (b) It is anticipated that the standard delivery / pick up lead-times for Ad-hoc orders using a Stock Guarantee Program shall be as follows:
  - (i) 1 – 50 Employees (Full Uniform Kit) Max. twenty-one (21) Business Days; and
  - (ii) 51 or greater Employees (Full Uniform Kit) Max. thirty (30) Business Days.
- (c) The First Order and subsequent Annual Replacement orders are exempt from these delivery/pick up lead-times as there are separate delivery dates that apply.

#### **5.14 Packaging of Deliveries**

- (a) Each employee shall have a separate box or sealed bag with their uniform that is clearly marked with their name, location and employee number. Any box/bag found with multiple staff uniforms will be rejected by the employee and returned, at the sole discretion of Metrolinx, to the Supplier for re-packaging at the Supplier's expense.
- (b) Metrolinx may specify such other or special packaging requirements or instructions as it may require from time to time.
- (c) All packaging shall be in accordance with the best commercial standards. Deliverables shall be properly packaged to ensure the Deliverables do not get damaged during transportation.

### 5.15 Customer support services

- (a) The Supplier must provide a means of obtaining customer support in relation to its uniform manufacturing and delivery services. Such support processes must include:
  - (i) email-based support;
  - (ii) telephone-based support and
  - (iii) on-line ordering support.
- (b) The customer support must be available during Metrolinx's hours of office business - from 8:00 a.m. to 5:00 p.m. (Eastern Standard Time) Monday through Friday (excluding statutory holidays) at a minimum.
- (c) The Supplier shall acknowledge all enquiries and reported issues with a ticket number within sixty (60) minutes of receiving the call or email from Metrolinx.
  - (i) Within fifteen (15) calendar days of execution of the Contract, the Supplier shall provide to Metrolinx customer support documentation to clearly identify its available means of obtaining customer support and related service levels, in accordance with what was set out in its Technical Submission, for the following areas:
  - (ii) Types of customer services available and representatives contact names and telephone numbers, such as but not limited to customer service, ordering, back orders, quality, delivery, payment issues, etc.
  - (iii) Response time from the time a customer support call is placed to receipt of response from a representative as applicable, such as but not limited to payment issues, delivery issues, and quality/order issues.
  - (iv) Resolution time from the time an issue such as, but not limited to payment issue, delivery issue and or quality/order issue, has been identified.
  - (v) The methods by which customer support inquiries will be received (e.g., telephone, e-mail, online).
  - (vi) Escalation process contact names for escalating issues when unable to rectify at the customer service level (e.g. Level 1 - customer service; Level 2 – Manager of Customer Service; Level 3 – Vice President, etc.)
  - (vii) a Metrolinx user guide with the above.
- (d) Within fifteen (15) calendar days of execution of the Contract, the Supplier shall provide Metrolinx with a well-defined notification procedure for alerting the Metrolinx Representative in the event of significant changes to its service delivery and or support structure, in accordance with what was set out in its Technical Submission, such as:

- (i) Delivery delays lasting one (1) or more Business Days due to severe weather conditions or a breakdown in the courier/shipping delivery network; and
- (ii) Conditions affecting their manufacturing facilities or Sub-suppliers which may impact stock levels on uniform items; and
- (iii) Changes to the Supplier's customer support operations, such as contact information for key personnel.

## **6. SUPPLIER KEY PERSONNEL**

- 6.1 The Supplier shall provide the services of its proposed team of Key Personnel, as identified in its proposal, as accepted by Metrolinx, for the provision of the Deliverables during the Contract.
- 6.2 The typical responsibilities associated with each of the following Key Personnel are:
  - (a) **Project Manager:**
    - (i) Support start-up on uniform program;
    - (ii) Defining schedule for First Order, Annual Replacement and Ad-Hoc uniform fulfillment (order & delivery) cycles; and
    - (iii) Managing resources (people, process, infrastructure/IT, etc) to support the Work under this Contract.
  - (b) **Account Manager:**
    - (i) Act as first-point-of-contact regarding products and services being rendered and/or requested with Metrolinx;
    - (ii) Define and structure the uniform program for Metrolinx;
    - (iii) Define operational requirements and facilitate the development of appropriate workflow;
    - (iv) Accountable for customer and company contract performance - adjust service levels as needed; conduct periodic business reviews with customer;
    - (v) Responsible for immediately reacting to resolve customer issues; which may involve communications and coaching/counseling to the field resource; and
    - (vi) Develop working relationships with internal field management and field sales resources throughout the company.
  - (c) **Quality Assurance Specialist:**
    - (i) Ensure that the Metrolinx's Uniform requirements are well understood by the Supplier's procurement team;



- (ii) Ensuring the standard of fibres, yarns, fabric construction, colour fastness, surface designs and the final finished garment products meet Metrolinx's expectations; and
  - (iii) Ensure that all quality concerns raised during the procurement of the Metrolinx Uniforms are highlighted to the Account Management team and escalated to Metrolinx (if deemed necessary).
- (d) **Production Operations/Supply Chain Manager:**
- (i) Ensures the manufacturing of uniforms, conformity to Metrolinx requirements);
  - (ii) Ensures staff orders (product availability, shipment/delivery & order tracking);
  - (iii) Assess and manage IT capability to improve ordering, and delivery;
  - (iv) Develop forecasting algorithms and dynamic time-phased replenishment plans, to reduce inventory, improve service levels, phase out obsolete styles and lines, and launch new products.
  - (v) Manage shipping / logistics from manufacturer-to- destination;
  - (vi) Handle issues management: investigate orders and status for weekly/monthly/quarterly tracking reports; and
  - (vii) Lead continuous improvement initiatives to reduce errors and ensure on-time delivery.

## 7. WORK PLAN

7.1 Metrolinx anticipates the following schedule of activities for the Work:

Work item	Schedule
Customer support documentation and notification procedures	Within fifteen (15) calendar days of execution of the Contract
Mutually agreed to Work plan and schedule	Within five (5) calendar days of execution of the Contract
Samples of all uniform items approved	In accordance with the mutually agreed upon delivery schedule that is prior to first ordering.
Kick-off Meeting involving the Supplier and Metrolinx uniform management team to review and agree on the work plan and schedule.	Within five (5) business days of execution of the Contract.
First Order services completed and orders placed	March 31, 2018
First Order received by Metrolinx employees	Not later than April 30, 2018

Work item	Schedule
Annual Replacement order	Yearly, with delivery due within 30 days of placement of order for each Contract period.
Ad-Hoc Orders	As requested by Metrolinx and in accordance with Subsection 5.5 of Appendix "B"
Meetings with the Metrolinx uniform management team	Monthly or as requested by Metrolinx
Vendor Performance Review	Yearly

## Schedule A – Uniform Specifications

The following list forms part of the resultant Contract (as incorporated into the Articles of Agreement as Schedule A to Appendix "B" – Scope of Services), and are deemed to be appended to this Proposal Document.

<b>A: WORK SHIRTS</b>		
A1	Mens S/S Work Shirt	Navy
A2	Mens L/S Work Shirt	Navy
A3	Mens S/S 100% Cotton Work Shirt	Navy
A4	Mens L/S 100% Cotton Work Shirt	Navy
A5	Mens S/S sweat-wicking Polo/Golf Shirt	Navy
A6	Mens L/S sweat-wicking Polo/Golf Shirt	Navy
A7	Mens S/S 100% Cotton Polo/Golf Shirt	Navy
A8	Mens L/S 100% Cotton Polo/Golf Shirt	Navy
A9	Ladies S/S Work Shirt	Navy
A10	Ladies L/S Work Shirt	Navy
A11	Ladies S/S 100% Cotton Work Shirt	Navy
A12	Ladies L/S 100% Cotton Work Shirt	Navy
A13	Ladies S/S sweat-wicking Polo/Golf Shirt	Navy
A14	Ladies L/S sweat-wicking Polo/Golf Shirt	Navy
A15	Ladies S/S 100% Cotton Polo/Golf Shirt	Navy
A16	Ladies L/S 100% Cotton Polo/Golf Shirt	Navy
<b>B: HIGH VISIBILITY (HI VIS) SHIRTS</b>		
B1	T-Shirt S/S sweat-wicking with Hi Vis with yellow strips	Orange
B2	T-Shirt S/S 100% Cotton with Hi Vis with yellow strips	Orange
<b>C: HIGH VISIBILITY (HI VIS) FIRE RETARDANT (FR) SHIRTS</b>		
C1	L/S FR Work Shirt	Navy
C2	L/S Hi Vis FR Work Shirt	Orange
C3	L/S T-Shirt Hi Vis FR	Orange

<b>D: SWEATERS</b>		
D1	Pullover Sweatshirt	Navy
D2	Pullover Sweatshirt 100% Cotton	Navy
D3	Mens Acrylic Sweater	Navy
D4	Ladies Acrylic Sweater	Navy
<b>E: WORK PANTS</b>		
E1	Mens Flat Front Pant	Navy
E2	Mens Pleated Pant	Navy
E3	Mens Cargo Pant	Navy
E4	Mens 100% Cotton Pant	Navy
E5	Ladies Flat Front Work Pant	Navy
E6	Ladies Pleated Pant	Navy
E7	Ladies Cargo Pant	Navy
E8	Ladies 100% Cotton Pant	Navy
<b>F: HIGH VISIBILITY (HI VIS) FIRE RETARDANT (FR) WORK PANTS</b>		
F1	Mens HI VIS FR Flat Front Pant with Hi Vis and FR	Orange/Navy
F2	Mens HI VIS FR Pleated Pant with Hi Vis and FR	Orange/Navy
F3	Mens HI VIS FR Cargo Pant with Hi Vis and FR	Orange/Navy
F4	Mens Flat Front Pant FR	Navy
F5	Mens Pleated Pant FR	Navy
F6	Mens Cargo Pant FR	Navy
<b>G: OUTERWEAR</b>		
G1	Insulated Vest	Navy
G2	Smock	Navy
G3	Shop Coat	Navy
G4	Insulated Machine Jacket	Navy
G5	Machine Jacket	Navy
G6	Coverall	Navy

G7	Lined Coverall	Navy
G8	Overall	Navy
G9	Toques Orange	Navy
G10	Baseball Hats	Orange/Navy
G11	Gloves	
<b>H: HIGH VISIBILITY (HI VIS) OUTERWEAR</b>		
H1	Insulated Short (Bomber style) Parka with Hi Vis with side zippers	Orange/Navy
H2	Insulated Long (3/4) Parka with Hi Vis and side zippers	Orange/Navy
H3	Insulated Vest with Hi Vis	Orange/Navy
H4	Machine Jacket with Hi Vis	Orange/Navy
H5	Windbreaker with Hi Vis	Orange/Navy
H6	Smock with Hi Vis	Navy
H7	Shop Coat with Hi Vis	Navy
H8	Raincoat Long with Hi Vis	Orange/Navy
H9	Raincoat 3/4 with Hi Vis	Orange/Navy
H10	Coverall with Hi Vis	Orange
H11	Lined Coverall with Hi Vis	Orange
H12	Overall with Hi Vis	Orange
H13	Lined Pants with Hi Vis	Orange
<b>I: HIGH VISIBILITY (HI VIS) FIRE RETARDANT (FR) OUTERWEAR</b>		
I1	Insulated Short (Bomber style) Parka with Hi Vis and FR	Orange/Navy
I2	Insulated Long (3/4) Parka with Hi Vis and FR	Orange/Navy
I3	Windbreaker with Hi Vis and FR	Orange/Navy
I4	Rain Pant with Hi Vis and FR	Orange/Navy
I5	Rain Jacket with Hi Vis and FR	Orange/Navy
I6	Insulated Machine Jacket with FR	Navy
I7	Machine Jacket with FR	Navy
I8	Coverall with Hi Vis and FR	Orange/Navy

I9	Overall with Hi Vis and FR	Orange/Navy
I10	Insulated Overall with Hi Vis and FR	Orange/Navy
<b>J: SAFETY FOOTWEAR, must be CSA Approved (Grade 1 - Steel Toe)</b>		
J1	Summer Safety Shoe	
J2	Summer Safety Boot	
J3	Winter Insulated Safety Footwear	
J4	Rubber Safety Boot	

<b>K: ON-LOCATION FITTING SERVICES FOR First ORDER (for Period One Only)</b>	
<b>Location</b>	<b>Address</b>
Aberfoyle GO Transit Bus Facility	7471 McLean Road East, Aberfoyle, Ontario
Brampton GO Transit Bus Facility	85 Van Kirk Drive, Brampton, Ontario
East Gwillimbury GO Transit Bus Facility	65 Garfield Wright Blvd., East Gwillimbury, Ontario
GO Transit East Region Maintenance Facility	81 Middlefield Road, Scarborough, Ontario
GO Transit Union Station	97 Front Street, or other downtown location, Toronto , Ontario
GO Transit West Region Maintenance Facility	3500 Wolfedale Road, Mississauga, Ontario
Halton Hills GO Transit Bus Facility	19 Mansewood Court, Halton Hills, Ontario
Hamilton GO Transit Bus Facility	155 Coreslab Drive, Hamilton, Ontario
Lincolntonville GO Transit Bus Facility	13190 York Durham Line, Stouffville, Ontario
Oshawa GO Transit Bus Facility	1002 Thornton Ave., Oshawa, Ontario
Steepprock GO Transit Bus Facility	200 Steepprock Drive, Downsview, Ontario
Streetsville GO Transit Bus Facility	6190 Mississauga Road, Mississauga, Ontario

## Appendix "C" – Metrolinx Services

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1. Metrolinx shall:
  - (a) provide the supplier with general direction in the provision of the Work;
  - (b) designate an individual to act as its Representative, who shall transmit instructions to, and receive information from the supplier. The designated Metrolinx Representative will be accountable for all project expenditures relative to procurement activities;
  - (c) provide access to and where necessary, make available copies of existing plans, reports, studies, information and correspondence relevant to the Project;
  - (d) attend meetings with the Supplier(s) as required;
  - (e) ensure that valid changes to the contract receive approvals in a timely manner. Final analysis of change(s), based on Supplier's justification including cost benefit, will be undertaken by Metrolinx prior to approval; and
  - (f) receive and approve all invoices and payment certificates, submitted by the Contractor or by the Contractors through the Contractor.

## Appendix "D" – Documents

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

<b><u>ATTACHMENT NO.</u></b>	<b><u>DOCUMENT TITLE</u></b>
1.	Contract Performance Appraisal
2.	Sample Parental Guarantee
3.	Q & A Template
4.	Safety Guidelines for Contractors Consultants and Project Coordinators



## 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

10.5 The following documents and any amendments relating thereto form the contract between Metrolinx and the Proponent (the "Contract"):

- 10.5.1 these Articles of Agreement;
- 10.5.2 any Addenda issued hereto;
- 10.5.3 the Form of Proposal;
- 10.5.4 Attachment #1 – Contract Prices;
- 10.5.5 the document attached hereto as Appendix "A" and entitled "General Conditions";
- 10.5.6 the document attached hereto as Appendix "B" and entitled "Contractor's Scope of Work";
- 10.5.7 the document attached hereto as Appendix "C" and entitled "Metrolinx Services"; and
- 10.5.8 the document attached hereto as Appendix "D" and entitled "Documents".

10.6 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.

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:

10.7 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 Work, attached as APPENDIX "B" (the "Work").

10.8 The Work is to be provided to the satisfaction of the ●, unless otherwise specified.

3. Contract Price

10.9 ●

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\_\_\_\_.

SAMPLE – DO NOT COMPLETE