

Request to Qualify and Quote
for
Staff Augmentation for Information & Information
Technology Project Management Office on an
Emergent Basis

Request Number: RQQ-2017-IT-024



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1.0 Definitions

In this Request Document,

- 1.1 **“Addenda”** is the formal release of additions, deletions, revisions, clarifications to this Request Document that form a part of the Contract.
- 1.2 **“Business Day”** means any day other than: (a) a Saturday or Sunday and (b) any other day on which Metrolinx is not open for business. Each Business Day will end at 4:00 p.m. on that day.
- 1.3 **“Closing”** means the date and time on which Submissions must be submitted by Proponents, in accordance with Sections 3.2.1(d).
- 1.4 **“Conflict of Interest”** shall have the meaning ascribed in the Form of Request.
- 1.5 **“Contract”** means the contract between the Proponent and Metrolinx pursuant to this Request to Qualify and Quote reference # RQQ-2017-IT-024 including the Articles of Agreement, the General Conditions and the Schedules thereto and those documents listed in Section 3.1 Request Document.
- 1.6 **“Corporate Firm”** means any one of the following: a) the Proponent, b) the Proponent and its Subcontractors, or c) the Joint Venture, responding to this Request Document.
- 1.7 **“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 Services.
- 1.8 **“EBS”** means Electronic Bid Submission.
- 1.9 **“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 this Request Document and any resultant Contract.
- 1.10 **“E-Bid Confirmation Number”** is the receipt received by a Proponent from MERX indicating that the Submission was uploaded successfully.
- 1.11 **“Evaluation Committee”** means the representatives chosen to evaluate the Submissions based on the Evaluation Criteria outlined in this Request Document.
- 1.12 **“Evaluation Criteria”** means the criteria for scoring the Submission as stated in Section 5.2 – Evaluation Criteria.
- 1.13 **“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 this Contract.

- 1.14 **“Joint Venture”** means a business arrangement of two or more parties proposed for this RQQ Process further described in Section 3.8 Joint Venture.
- 1.15 **“Key Personnel”** means Proponent personnel who will be assigned and involved in a material way in, and who are critical to, the performance of the Services. All key personnel will possess the requisite Domain Expertise.
- 1.16 **“Metrolinx”** means Metrolinx, a provincial crown agency continued under the Metrolinx Act, S.O. 2006, Chapter 16, and its successors and assigns.
- 1.17 **“Participant in Charge”** shall have the same meaning ascribed in Section 3.8.3 Joint Ventures.
- 1.18 **“Parties”** means Metrolinx and Proponent and **“Party”** means either one of them.
- 1.19 **“Procurement Representative”** means the following individuals in the Procurement Services Department:

Name:	Nancy Rousseau
Title:	Procurement Specialist, Information Technology and Managed Services
Telephone Number:	(416) 202-5840
Email:	Nancy.Rousseau@metrolinx.com

Between July 24th and August 11th, 2017 Inclusive:

Name:	Eva Chow
Title:	Procurement Specialist, Information Technology and Managed Services
Telephone Number:	(416) 202-5846
Email:	Eva.Chow@metrolinx.com

- 1.20 **“Proponent”** means the legal entity that remits a Submission in response to this Request Document and who if selected for award shall execute the Contract with Metrolinx for provision of the Services.

- 1.21 **“Request Document”** means this Request to Qualify and Quote document comprised of sections listed in the Table of Contents, issued by Metrolinx for the Services to be provided, and any Addenda thereto.
- 1.22 **“Request Document Forms”** means any sections of this Request Document which requires completion and must be included with the Submission.
- 1.23 **“RQQ Process”** means the Request to Qualify and Quote procurement process set out in this Request Document.
- 1.24 **“Scope of Services”** means the scope of services described in Appendix “B”.
- 1.25 **“Services”** means the Scope of Services defined above.
- 1.26 **“Subcontractor”** means an individual, firm, partnership, corporation or professional having a direct contract with the Proponent or another Subcontractor to perform a part or parts of the Services as identified in the Submission.
- 1.27 **“Submission”** means all documentation and other materials and information submitted by the Proponent in response to this Request Document or in respect of this RQQ Process.
- 1.28 **“Technical Submission”** means the Proponent’s response to Section 4.3 Submission Content and any additional information requested by Metrolinx.
- 1.29 **“Total Evaluated Price”** means the price set out in Attachment # 1 – Proponent’s Prices.
- 1.30 **“VPM”** shall have the meaning ascribed in Section 3.16.1 of Instructions to Proponents.
- 1.31 **“VPR”** shall have the meaning ascribed in Section 3.16.2 of Instructions to Proponents.

2.0 Introduction

2.1 General

Introduction

Metrolinx is a crown agency of the Government of Ontario under the Metrolinx Act, 2006, reporting to the Ministry of Transportation. It was created to improve the coordination and integration of all modes of transportation in the Greater Toronto and Hamilton Area (GTHA). Metrolinx's mandate includes delivering the best possible transportation services today while leading the way to an even better, more convenient service tomorrow; making the best possible use of public transportation investment dollars; and measurably improving the quality of life in the region.

Scope

The Information & Information Technology (I&IT) Unit at Metrolinx is a shared service for all business units within the corporation. I &IT is organized in four (4) Divisions, each headed by a Director reporting to the Chief Information Officer (CIO); Planning and Architecture, Project Management Office, Solution Delivery, and Operations. In addition there is a Business Relationship Management function reporting to the CIO which includes business analysts and business relationship managers. Together these divisions are responsible for developing and executing an I&IT strategy to deliver and operate business solutions to meet the business needs identified in the Metrolinx overall business strategy. The approach adopted by Metrolinx I&IT is to utilize a combination of permanent full time and contract resources to deliver these solutions.

The purpose of the I&IT Project Management Office (PMO) is to champion consistent Project Management practices to allow Metrolinx to meet its mission and strategic goals.

The I&IT PMO is a strategic functional unit within the Information & Information Technology (I&IT) division which promotes and advances Project Management principles and services for key I&IT projects at Metrolinx.

The objective of this Request to Qualify and Quote (RQQ) is to solicit proposals from Proponents for the provision of temporary I&IT technical resources staffing services on an emergent basis.

3.0 Instructions to Proponents

3.1 Request Document

This Request Document shall be read as a whole. The Schedules, Appendices and Addenda, if any, constitute an integral part of this RQQ Process and are incorporated by reference. The documents included in this Request Document (with the exception of any Addenda that may be issued subsequently) are:

- (a) Form of Request
- (b) Attachment # 1 – Proponent’s Prices
- (c) Attachment # 2 – Mandatory Technical Requirements
- (d) Attachment # 3 – Proponent’s Reference Projects
- (e) Appendix “A” – General Conditions
- (f) Appendix “B” – Scope of Services
- (g) Appendix “C” – Metrolinx’s Services
- (h) Appendix “D” – Documents
 - Sample Articles of Agreement
 - Contract Performance Appraisal
 - Parental Guarantee
- (i) Appended Proponent questions template entitled Proponent Q and A Template RQQ-2017-IT-024.xlsx

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 twenty (120) calendar days from the Closing.

(c) Your Submission will be evaluated in accordance with the Evaluation Criteria and Selection Process as outlined in this Request Document.

(d) RQQ Timetable:

Milestone	Date
Issuance of Request Document	July 20th, 2017
Deadline to Submit Questions	August 4 th , 2017 4:00 pm E.T.
Last day for issuance of Addenda	August 10 th , 2017
Closing	August 16 th , 2017 3:00 pm E.T.

Metrolinx may, without liability, cost or penalty and in its sole discretion amend the RQQ 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 Request 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 this Request Document, the contents herein, including Appendix “A” – General Conditions, or the Services contemplated herein are to be directed, in writing, to the Procurement Representative prior to the deadline for submitting questions. No questions or requests for clarifications, changes or amendments of this Request Document shall be entertained after this time regardless of the reason. To allow for dialogue on any questions or requests, Metrolinx encourages Proponents to submit their questions or requests early on in the Q and A process. When seeking changes or amendments to any of the terms and conditions of this RQQ Process, including the terms contained in Appendix “A” – General Conditions, the Proponent should provide sufficient detail to provide Metrolinx with an understanding of the rationale for the change or amendment and, if applicable, the Proponent should propose the language that would address its concern(s).
- (d) All questions/requests for clarification, change or amendment related to this Request Document are to be submitted via e-mail to the attention of the Procurement Representative using the Question and

Answer Template which is a fillable Excel file attached separately as:

Proponent Q and A Template RQQ-2017-IT-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 request. 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 this Request Document will be incorporated into a written addendum issued by the Procurement Representative. Information regarding this Request Document or the Services, whether provided by the Procurement Representative, 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 this Request Document

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

3.2.5 Submission

- (a) Proponents remitting a Submission to Metrolinx shall exercise extreme care when completing and submitting all Request Document Forms.
- (b) Proponents shall examine carefully the whole of this Request Document and any data referred to therein. They shall make the necessary investigations to inform themselves thoroughly as to the character and magnitude of the Services.
- (c) The Proponent shall not claim at any time after the Closing and/or after notification of award of the Contract that there was any misunderstanding or uncertainty in regard to this Request Document or any of the contents therein. No plea of ignorance of conditions which exist, or any conditions or difficulties that may be encountered, shall be accepted as a reason for failure to complete the Contract or as a basis for claims for additional compensation or extension of time.
- (d) Your Submission shall be completed fully in a clear and comprehensible manner.
- (e) Submissions shall be remitted electronically through MERX EBS only. Submissions sent in any other manner shall be deemed non-responsive and automatically disqualified.
- (f) The Submission shall be remitted on the original Request Document Forms as issued by Metrolinx through the MERX website and except for designated sections where the Proponent is to enter information, the Request Document and Request Document Forms shall not be altered in any way including, but not limited to, write-ins, strike-outs of the pre-printed provisions or any other qualifying statements.
- (g) Any Submission which contains such qualifying statements shall be deemed non-responsive and disqualified unless such qualifying 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 the Closing.
- (i) 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.

- (j) All prices shall be firm and quoted in Canadian funds. The prices quoted in the Submission shall represent full payment for all such Services as is necessary for the proper completion of the Contract.
- (k) The person(s) executing the Form of Request on behalf of the Proponent, if a corporation, shall indicate their title and confirm that they have authority to bind the corporation. Submissions by individuals shall be witnessed.
- (l) Submissions must be remitted on MERX by the Proponent's E-bid Authorized Signer.
 - (i) NOTE: The Proponent can have only one (1) E-Bid Authorized Signer which is to be used for any EBS submission process.
 - (ii) The E-Bid Authorized Signer does not have to be either the person placing the order for the Request Document on MERX, nor do they have to be subscribed to MERX. Once an E-Bid Authorized Signer has been setup, a letter will be sent via email to the E-Bid Authorized Signer.
 - (iii) For the purposes of a Joint Venture, the E-Bid Authorized Signer of the Participant-in-Charge shall remit the Submission.
- (m) Submissions must be remitted electronically through the MERX EBS system. For assistance in using MERX EBS, please watch the online Electronic Bid Submission tutorial at: <http://www.youtube.com/watch?v=To0fqSccw3M> . Alternatively, you can contact MERX directly at 1-800-964-MERX (6379) or visit the MERX website at www.merx.com for further instruction or assistance regarding EBS and/or E-Bid Authorized Signer registrations.
 - (i) Please review the E-bid checklist on MERX as this will provide some general assistance regarding uploading of documents.
 - (ii) It is the Proponent's sole responsibility to ensure that all required information for their Submission is uploaded to MERX via EBS. Failure of the Proponent to include all required items may result in the Proponent's Submission being deemed non-responsive and disqualified.
 - (iii) The largest individual file size that can be submitted through MERX is 100MB, although there is no limit to the number of files that can be submitted. If any individual file size is over 100MB, the Proponent's submission can be split into multiple parts, and submitted as clearly labelled, multiple files once the submission has been broken up into files of 100MB or smaller.

- (iv) MERX places no restriction on file format and does not convert or zip files during the upload process.
- (v) In order to complete the Submission, the on-line authorization of the Proponent's E-Bid Authorized Signer will be required. It is the Proponent's sole responsibility to have an E-Bid Authorized Signer PIN number issued from Merx at least one (1) day prior to Closing. Visit tenders.merx.com/RequestEBSPin to request a PIN for the Proponent's E-bid Submission Authorized Signer.
- (n) Information contained in the most recent Submission remitted via MERX EBS and received prior to the Closing will take precedence over the information contained in previously received Submissions from the Proponent.
- (o) 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 remit the Submission with sufficient time to ensure its arrival before the Closing.
 - (i) It is recommended by MERX to allow at least four (4) hours to remit the Submission via EBS, which shall provide the Proponent with the opportunity to upload all documents and resolve any potential issues that may arise. If you have many large documents or you are not running on high speed internet access you may want to give yourself additional time. If the problem persists, call MERX directly at 1-800-964-MERX (6379). Metrolinx staff will be unable to assist with any EBS related issues.
 - (ii) If the Proponent attempts to remit their Submission, or portions thereof, after the Closing, such documents shall not be accepted by the MERX system.
 - (iii) In the event that the MERX system allows late Submissions, this will not supersede any stipulations herein regarding late submissions.

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

3.2.7 Clarification of Proposals

- (a) Metrolinx reserves the right, within one hundred and twenty (120) calendar days following the Closing, to request that any Proponent clarify its Submission and such Proponents shall submit responses to such request within five (5) Business Days following receipt of such request or within such shorter time as Metrolinx may require. Metrolinx may, in its sole discretion, choose to meet with some or all of the Proponents to discuss aspects to their Submission. Metrolinx may require Proponents to submit information clarifying any matters contained in their Submission or Metrolinx may prepare a written interpretation of any aspect of a Submission and seek the respective Proponent's acknowledgement of that interpretation.
- (b) Such information accepted by Metrolinx, for purposes of clarification, and written interpretations which have been acknowledged by the relevant Proponent shall be considered to form part of the Submission of those Proponents.
- (c) After the Closing, only information specifically requested by Metrolinx for purposes of clarification shall be considered as additions to a Proponent's Submission.
- (d) Metrolinx is not obliged to seek clarification of any aspect of a Submission.

3.3 Insurance

3.3.1 Workplace Safety and Insurance Clearance

- a) Workplace Safety and Insurance Clearance Certificate – The Proponent to whom this Contract is awarded must furnish a valid Workplace Safety and Insurance Clearance Certificate for the premium rate class, subclass or group as appropriate for the Services of this Contract, as issued by the Workplace Safety and Insurance Board, within five (5) Business Days, of notification of acceptance of its Submission by Metrolinx. Failure by the Proponent to comply with this requirement shall result in the Contract award being declared VOID.
- b) If the Proponent is WSIB exempt, then the Proponent shall provide evidence of Employer's Liability or equivalent, to the satisfaction of Metrolinx, in lieu of a Workplace Safety and Insurance Clearance Certificate.

3.3.2 Liability Insurance

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 two million dollars (\$2,000,000.00) per occurrence;
- (ii) Errors and Omissions/Professional Liability Insurance in an amount of not less than two million dollars (\$2,000,000.00) per claim;

The policy shall provide errors and omissions insurance including coverage for infringement of trademark and copyright covering the Services rendered by the Proponent, any Subcontractors or any of their personnel, including personnel on loan to the Proponent who perform normal services of the Proponent under this Contract. The policy shall have a limit of liability of not less than \$2,000,000 per occurrence and in the policy aggregate. The policy shall be maintained throughout the Term, plus coverage for an extended reporting period of not less than thirty-six (36) months;

- (iii) 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. If the Proponent does not own any vehicles and non-owned vehicle coverage is provided under a Commercial General Liability Insurance policy the

Proponent is not required to provide a certificate for Automobile Liability Insurance so long as at the time it provides the other certificates, it submits an officer's certificate signed by a senior officer of the Proponent stating the same; and

- (iv) Crime/Employee Theft and Dishonesty Insurance, inclusive of client coverage, in the amount of not less than two-hundred and fifty thousand dollars (\$250,000.00) per occurrence.
- (v) The Certificate of Commercial General Liability Insurance shall reference the Contract name and number and include the following as additional insureds:

Metrolinx

- (vi) 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.
- (vii) 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, in the form of the Parental Guarantee as provided for in Appendix "D" – Documents, or otherwise in a form satisfactory to Metrolinx, whereby the parent company agrees to provide all the necessary financial and technical support for the proper completion of the said Contract, guarantees the performance of the said Contract in accordance with the terms and conditions, including timely completion thereof, and agrees to guarantee the Services for the warranty period(s) stipulated therein.

3.4 Nature of Agreement

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

3.5 Rights of Metrolinx

Metrolinx reserves the right, in its sole discretion:

- 3.5.1 to cancel this RQQ Process and/or any acceptance of a Submission prior to final execution of the Contract by Metrolinx, for any reason, without any obligation or any reimbursement to the Proponent;
- 3.5.2 to reject any or all Submissions. The Submission with the lowest price will not necessarily be accepted. Metrolinx's 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 this Request 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 this Request Document 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 Submission.
- 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 this Request Document;
- 3.5.12 to postpone the Closing, at which time all Proponents who received this Request Document shall be advised of the new Closing via written Addenda;
- 3.5.13 within one hundred and twenty (120) days following the Closing, to request that any Proponent clarify its Submission and such Proponents shall submit responses to such request within five (5) Business Days following receipt of such request or within such shorter time as Metrolinx may require;
- 3.5.14 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 Services would not be satisfactorily completed;
- 3.5.16 to correct arithmetical errors in any or all Submissions where such errors affect extended totals. 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 Request Document Forms (submitted by the Proponent) by Metrolinx and acknowledged in each instance by the initials of the Proponent's and Metrolinx's authorized signatories. Such corrections will become part of the Proponent's Submission. Failure of the Proponent to acknowledge such corrections shall result in its Submission being deemed non-responsive and disqualified;
- 3.5.17 to, upon failure of the Proponent whose Submission was accepted to fulfill the conditions of Section 3.6.2, cancel award of Contract and consistent with industry practice, notify another Proponent who was determined to be qualified in accordance with the 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, that Proponent shall be deemed to be the successful Proponent and the Proponent to whom the Contract is awarded; and

3.5.18 to proceed with and to enter into a Contract with the Proponent for the provision of Services, as stated in Appendix “B” - Scope of Services.

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. Two (2) sets of the Contract will be forwarded to the Proponent for review and execution.

(a) It is Metrolinx’s intention to establish Contract with one (1) or more Proponent(s) to perform the required Services.

(b) Metrolinx’s upset limit for the Services is nine million dollars (\$9,000,000.00) over a period of up to two years, excluding H.S.T. In the event that Metrolinx, in its sole discretion, awards more than one (1) contract, the amount stated herein shall be divided between the multiple contracts. The amount allocated to each contract shall be determined by Metrolinx at its sole discretion.

(c) No individual work assignment shall have a value greater than two-hundred and fifty thousand dollars (\$250,000.00).

3.6.2 The Contract shall be executed by the Proponent and returned to Metrolinx within ten (10) Business Days of notification to the Proponent that Metrolinx has accepted its Submission. Failure by the Proponent to execute and return the Contract with the required Insurance Certificates and Workplace Safety and Insurance Clearance Certificate and any other documents as may be required within the specified time, could result in the cancellation of the Contract award.

3.6.3 There is no binding contract for the supply of the Services unless and until Metrolinx and the Proponent, whose Submission has been accepted, have executed the written agreements contemplated in this Request Document. The Proponent shall not start the Services before the Contract has been executed by the Proponent and Metrolinx, and all documents required by this Request Document as a condition of award of the Contract, have been delivered to Metrolinx.

3.7 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 Request.

- 3.7.2 Each Proponent shall disclose to Metrolinx any actual or potential Conflict of Interest that may be relevant to this RQQ Process and provide a declaration, in the Form of Request 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 RQQ Process or the performance of the Services. Examples of Conflict of Interest include but are not limited to:
- (a) any director, officer, or employee or advisor of Metrolinx has any connection or relationship with, or any pecuniary interest in the Proponent or any Subcontractor thereof;
 - (b) the Proponent or any Subcontractor thereof is in possession of confidential information relating to the Services; and
 - (c) any director, officer or employee or advisor of Metrolinx who has knowledge of the Services has assisted the Proponent in the preparation of its Submission.
- 3.7.3 The Conflict of Interest declaration included in the Form of Request 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 this RQQ Process or terminate any agreement entered into with the Proponent pursuant to this RQQ 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 Changes to Proponent Key Personnel, Subcontractors or Joint Venture.
- 3.8.3 One of the Joint Venture participants shall be nominated as being in charge during this RQQ Process and, in the event of a successful Submission during finalization of the Contract (the “Participant in Charge”). The Participant in Charge shall be authorized by the other joint venture participants to incur liabilities and receive instructions for and on behalf of any and all participants of the joint venture.
- 3.8.4 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 RQQ 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 RQQ 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 this RQQ Process, any directors, officers, employees and advisors of Metrolinx, other than the Procurement Representative, other than to discuss pre-existing work that is being conducted pursuant to a separate contract.

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 RQQ 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 this RQQ Process without Metrolinx's prior written consent, which may be withheld in Metrolinx's sole discretion. Notwithstanding this item, the Proponent, Proponent's team members and all of the Proponent's respective advisors, employees and representatives are permitted to state publicly that it/they are participating in this RQQ Process.
- 3.10.3 For greater clarity, this section does not prohibit disclosures necessary to permit the Proponent to discuss this Request Document with prospective subcontractors' participation in this RQQ 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.

3.13 Freedom of Information and Protection of Privacy Act

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 other Submission pursuant to FIPPA.

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.

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 confidential 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 this Request 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 RQQ 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 the Representative 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 the Representative Key Personnel, Subcontractor or Joint Venture and the proposed substitute, if applicable, and include sufficient documentation that the proposed substitute would have met or exceeded any applicable criteria applied during this RQQ Process.

3.17.2 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 Representative 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 Metrolinx’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 Metrolinx.
- 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 Request Document. The Vendor Performance Rating (“VPR”) is the average of a vendor’s performance evaluation scores (as assessed by or on behalf of Metrolinx) for a thirty-six (36) month period preceding the Closing. If a Proponent has not completed any work for Metrolinx in the three (3) years preceding the Closing, for the purpose of evaluating the Submission, the Proponent will be assigned a VPR which is the straight average of all the VPRs of all vendors who have performed services for Metrolinx during the prior fiscal year.
- 3.18.3 If the VPR is being applied as a component of the award evaluation for this RQQ Process, the legal name of the Proponent stated on the Form of Request will be used. It is the responsibility of the Proponent to ensure that its proper legal name has been stated on the Form of Request. Metrolinx will not accept any requests from the Proponent to change the legal name provided after the Closing.
- 3.18.4 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 RQQ Process, the application of the VPR is set out in the Contract Performance Appraisal as listed in Appendix “D” – Documents.

4.0 Submission Requirements

4.1 Mandatory Criteria

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 Request Document are as follows:

- 4.1.1 The Form of Request must be completed in full and submitted by the E-Bid Authorized Signer.
- 4.1.2 Proponents shall declare any conflicts of interest in Section 6.5 of Form of Request. If Section 6.5 is left blank the provisions of Section 6.5.2 of Form of Request shall apply.
- 4.1.3 Pricing information must be completed using the Excel template provided, entitled Attachment # 1 – Proponent's Prices RQQ-2017-IT-024.xlsx. The pricing template must be returned as a separate file preferably in Excel (.xlsx) format.
- 4.1.4 Attachment # 2 – Mandatory Technical Requirements must be completed in full and submitted.

4.2 Submission Format

The Proponent's Submission should be remitted 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 should include the following documents and information as listed.

- 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.

Technical Submission:

(i) Form of Request

- (a) The Form of Request should be included as the first section within the Proponent’s Technical Submission.
- (b) The Form of Request must be completed in full and submitted by the E-Bid Authorized Signer. The Form of Request must not be retyped, and entries must be made directly on the Request Document Forms provided by Metrolinx.

(ii) Corporate Capability:

1) Corporate Summary:

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

a) Description of Company

A description of the Proponent’s company, including, but not necessarily limited to:

- I. A description of the Proponent’s corporate and ownership structure; and
- II. A brief corporate history including number of years in business.

b) Breadth of Services

A description of the Proponent’s principle business and breadth of services offered. The location of offices and number of employees by location.

c) Proponent must provide the Services to Metrolinx from an office located in the Greater Toronto Area

- I. Provide the GTA address

2) Corporate Experience and Qualifications:

- a) Demonstrate the Proponent has been providing IT resources for 15 years.

- b) Demonstrate the process and methodology followed to source the resources described in Appendix “B” – Scope of Services.
- c) Functional organization
 - i) Proponent should provide the location of the office out of which the Services will be provided to Metrolinx;
 - ii) Proponent should provide a local corporate organization chart, identifying roles that are relevant for the provision of resources, client support, billing, and escalation; and
 - iii) Proponent should provide details of the account team who will be assigned to Metrolinx for the provision of the Services.
- d) The Proponent should demonstrate the breadth of its experience in providing IT resources work similar in type as the Services identified in Appendix “B” – Scope of Services by including a summary of the Corporate Firms qualifications and experience relevant to the Services being contemplated, including but not limited to:
 - i) The necessary IT resources to sustain and complete the Services to the satisfaction of Metrolinx. The resource requirements are listed in Appendix “B” - Scope of Services;
 - ii) In provision of the Services provided to the following client groups:
 - a) Public Sector; and
 - b) Information Technology.
- e) Proponent must be able to supply candidates for all of the positions and roles identified in Section 7.0 of Appendix “B” – Scope of Services.
 - i) Describe the process to fulfill these requirements.
- f) Proponent shall supply to Metrolinx only those candidates that have a clear Criminal Reference Check status.

- i) Provide the process for Criminal Reference status and the process to communicate to Metrolinx prior to job offer stage.

(iii) Corporate Reference Projects:

- 1) The Proponent should, using the template provided in Attachment # 3 - Proponent's Reference Projects, provide a list of **four (4) corporate reference projects**, which relative to the defined Scope of Services in Appendix "B", were performed within the past five (5) years. The reference project should represent and highlight the overall Contract where resources were fulfilled and successes that were attributed to the high caliber resources assigned as part of the Contract. Each corporate reference should include:
 - i) Name of the company for which the work was performed;
 - ii) Project title;
 - iii) Contact person's name, title, telephone number and email address; and
 - iv) Start and completion date.
- 2) The Proponent should attach a maximum of two (2) additional pages of information for each reference project including but not necessarily limited to the following:
 - a) Project background and purpose;
 - b) The services provided relative to the Services described in Appendix "B";
 - c) Value of work performed;
 - d) Start and end date;
 - e) Specific details related to the resources that were provided for a specific Contract detailing specific activities successfully performed; and
 - f) The employee roles and positions employed as per the job descriptions set out in Appendix "B".
- 3) Reference Checks: References may 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.

- 4) For any discrepancies resulting from the reference check, Metrolinx may re-contact the Proponent in writing for a written clarification. The assessment of the Proponent's original response to the evaluation factor will then be finalized taking into account the results of the clarification process described in this Section.
- 5) For greater clarity, Metrolinx reserves the right to validate and adjust (increase or decrease) any of the Proponent's Phase 2 Technical Evaluation Score (as described in Section 5.0) based on feedback obtained from these reference checks.

4.4 Proponent Presentation

Not applicable

4.5 Price Submission

- 4.5.1 Pricing information must be completed and submitted using the pricing template provided, entitled Attachment # 1 – Proponent's Prices RQQ-2017-IT-024.xlsx. The pricing template must be submitted as a separate file preferably in Excel (.xlsx) format.

5.0 Evaluation Criteria and Selection Process

5.1 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 Evaluation Criteria section below.

5.1.2 Each criteria is evaluated. All Evaluation Criteria stated in Section 5.2 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 Overall Score for the Submission.

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

- (a) Phase 1: Administrative Evaluation (Compliant/Non-Compliant)

Submissions shall undergo an administrative evaluation to determine compliance with the mandatory requirements as stated in the Mandatory Criteria in Section 4.1 above. 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 2 of the evaluation process. Submissions that do not meet administrative requirements shall be deemed non-responsive and shall be disqualified.

- (b) Phase 2: Technical Evaluation (80% weighting)

Submissions proceeding to Phase 2 shall be evaluated by the Metrolinx Evaluation Committee in accordance with the Submission Requirements above and the Evaluation Methodology below. Only those Submissions achieving a total minimum score of 75% as determined by the Evaluation Committee shall be considered further and shall proceed to Phase 3 of the evaluation process.

- (c) Phase 3: Pricing Evaluation (20% weighting)

- (i) Attachment # 1 – Proponent’s Prices shall be evaluated for the Submissions which achieve the minimum score of 75% on Phase 2.
- (ii) Attachment # 1 – Proponent’s 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 – Proponent’s Prices, to determine compliance with the mandatory requirements as stated therein and in the Instructions to Proponents. To determine a Total Evaluated Price, the Maximum Hourly Billing Rates for two (2) years of the Proponents who passed Phase 2 proceeding to Phase 3 shall be multiplied by an Estimated Number of Hours identified for each position identified in Attachment # 1 – Proponent’s Prices. The Total Evaluated Price of each Submission proceeding to Pricing Evaluation, shall then be evaluated and scored as follows:

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

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

The score for Price Evaluation shall be multiplied by the weighting factor and added to the total score for Phase 2 to determine the Total Overall Score for the Submissions.

5.1.4 Total Overall Score

Total Overall Score = Phase 2: Technical Evaluation + Phase 3: Pricing Evaluation

5.1.5 Selection of Submissions

Metrolinx’s 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 this Request Document.

The award of the Contract(s) shall be made to the Submission(s) which has/have achieved the highest Total Overall Score.

5.2 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 Criteria	Maximum Score	Weighting Factor	Total (Score x Weight)
Phase 1: ADMINISTRATIVE EVALUATION			
Form of Request (Section 4.1.1), Pricing Submission (Section 4.1.2) and Attachment # 2 Mandatory Technical Requirements (Section 4.1.3) (Compliant / Non-Compliant)			
Phase 2: TECHNICAL EVALUATION			
Corporate Capability (Section 4.3.1(ii))			
Corporate Summary	10	5	50
Corporate Experience and Qualifications	10	35	350
Corporate Reference Projects (Section 4.3.1(iii))			
Description of Corporate Reference Project 1 and Corresponding Reference	10	10	100
Description of Corporate Reference Project 2 and Corresponding Reference	10	10	100
Description of Corporate Reference Project 3 and Corresponding Reference	10	10	100
Description of Corporate Reference Project 4 and Corresponding Reference	10	10	100
Subtotal Technical Evaluation:		80	800
SUBTOTAL PHASE 2:		80	800
Phase 3: PRICING			
Price Submission (Section 4.5)	10	20	200
SUBTOTAL PHASE 3:		20	200
TOTAL OVERALL SCORE:		100	1,000

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

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

6.0 Form of Request

The following Form of Request is to be included as the first section within the Proponent's Technical Submission. The Form of Request must be completed in full. The Form of Request shall not be retyped, and entries shall be made directly on the form provided by Metrolinx.

Request Number: RQQ-2017-IT-024

Request Description: Staff Augmentation for Information & Information Technology Project Management Office on an Emergent Basis

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 Form of Request has been completed in full and submitted by the E-Bid Authorized Signer.	<input type="checkbox"/>
Contact information for the individual responsible for the Submission has been included in the Form of Request.	<input type="checkbox"/>
The Proponent understands the requirements for Electronic Bid Submission and will comply with this Submission requirement.	<input type="checkbox"/>
The Proponent's Technical Submission has been prepared in accordance with the Instructions to Proponents (i.e. mandatory formats, templates and requirements) as outlined in the Request Document.	<input type="checkbox"/>
The Proponent's Price Submission has been completed in full and has been included as a separate attachment in the Submission.	<input type="checkbox"/>
The Proponent has read through all the Request Document 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"/>

Requirement	Confirmation (left click with your mouse in the box to select)
The Proponent has reviewed the RQQ Timetable and understands all the dates and timelines associated with the RQQ Process.	<input type="checkbox"/>
The Proponent has not included any qualifying statements in its Submission.	<input type="checkbox"/>

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:

6.2.2 Proponent's address, telephone and facsimile numbers:

6.2.3 Name, title, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Proponent:

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

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, tools, appliances, equipment, supplies and other resources, services and facilities necessary to perform the following services:

TO PROVIDE SERVICES FOR THE PROVISION OF TEMPORARY STAFFING SERVICES ON AN EMERGENT BASIS AS SET OUT IN THE SCOPE OF SERVICES, ATTACHED AS APPENDIX "B".

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

ANY ADDENDA ISSUED HERETO
INSTRUCTIONS TO PROPONENTS
REQUEST SUBMISSION REQUIREMENTS
REQUEST EVALUATION CRITERIA AND SELECTION PROCESS
FORM OF REQUEST
ATTACHMENT # 1 – PROPONENT’S PRICES
ATTACHMENT # 2 – MANDATORY TECHNICAL REQUIREMENTS
ATTACHMENT # 3 - PROPONENT’S REFERENCE PROJECTS
APPENDIX “A” – GENERAL CONDITIONS
APPENDIX “B” – SCOPE OF SERVICES
APPENDIX “C” – METROLINX’S SERVICES
APPENDIX “D” – DOCUMENTS

- SAMPLE ARTICLES OF AGREEMENT
- CONTRACT PERFORMANCE APPRAISAL
- PARENTAL GUARANTEE

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

6.3.8 The Proponent acknowledges that consistent with Section 3.6.2 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 and any other documents as may be required within the specified time, could result in the cancellation of the Contract award.

6.4 Requirements

6.4.1 The Proponent shall provide labour, tools, software, equipment, supplies and other resources, services and facilities necessary to provide the Services on an emergent basis for two (2) years, in accordance with the Scope of Services, attached as Appendix “B”.

6.4.2 The Services are to be provided to the satisfaction of the applicable I&IT Director, unless otherwise specified.

6.5 Conflict of Interest

6.5.1 “Conflict of Interest” has the meaning ascribed in Section 16.14 of Appendix “A” – General Conditions.

6.5.2 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 Request Document.

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

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

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

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

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

6.5.4 (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.

6.6 Harmonized Sales Tax

In accordance with Appendix "A" – General Conditions, the Proponent represents, warrants and covenants to Metrolinx that the Proponent is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act and that the Proponent's registration number is: _____.

7.0 Attachment # 1 – Proponent’s Prices

7.1 Proponent’s Prices

7.1.1 The Proponent’s Prices “Rates” are hereby submitted on the full understanding that they form part of the Proponent’s Submission and as such constitute an irrevocable offer by the Proponent for a period of one hundred and twenty (120) calendar days from the Closing and the Proponent hereby covenants that it shall perform and execute the Services in accordance with the Rates quoted herein if it is notified, in writing, by Metrolinx within one hundred and twenty (120) calendar days that it is the successful 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 Rates quoted shall be all inclusive costs associated with performance of the Services defined in the Scope of Services attached as Appendix “B”.
- (b) The Rates quoted shall include all costs related to the Services including, but not limited to roles identified in Appendix “B”, other technical positions, administrative positions, any Subconsultants and specialized service providers required to complete the Services, any and all disbursements, travel, supervision, equipment, tools, supplies, as per the requirements stated in Appendix “B”.
- (c) Maximum Hourly Billing Rates for Team Members
 - (i) The Maximum Hourly Billing Rate as quoted by the Proponent represents an all-inclusive maximum rate at which the Proponent will invoice Metrolinx, on a time basis with disbursements included and H.S.T. excluded, for services rendered by each classification of employee listed.
 - (ii) The Maximum Hourly Billing Rates for the Team Members shall be the sum of any and all costs that are attributable to the employee in question including, but not limited to, the following: basic hourly rate, fringe benefits, payroll burden, mark-up, overhead, profit, disbursements, travel, mileage and any and all other costs associated with the Services.
 - (iii) The Maximum Hourly Billing Rates for the Team Members represent resources working onsite at a Metrolinx location in Toronto.

7.2 Completion of Pricing Schedules

- 7.2.1 Proponents shall fully complete the Excel file entitled Attachment # 1 – Proponent’s Prices and insert a Unit Price into each space provided under the Fixed Maximum Hourly Billing Rate (FMHBR) column.
- 7.2.2 Attachment # 1 – Proponent’s Prices, must be returned as a separate file preferably in Excel format and may not be retyped or recreated. Failure to follow the submission instructions or format requirements may result in the Submission being found non-responsive and disqualified.
- 7.2.3 It is Metrolinx preference that Proponents submit the pricing using the appended Excel file format to facilitate the Metrolinx pricing evaluation process.
- 7.2.4 If a “0” is entered in any of the spaces where price information is to be provided, it shall be interpreted as meaning the Proponent 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 - Mandatory Technical Requirements

- 8.1 Proponents shall complete the mandatory technical requirements compliance checklist below, and send this Attachment # 2 with their Submission. Failure of a Proponent to complete and submit this Attachment # 2 may result in the Proponent’s Submission being found non-responsive and disqualified.
- 8.2 Proponent must meet all mandatory requirements stated below in order for their Submissions to be considered further. Failure of a Proponent to meet all of the mandatory requirements listed below shall result in the Proponent’s Submission being considered non-responsive and disqualified
- 8.3 Proponents must complete all items in the table below:

Item #	Mandatory Requirements	Compliance (Check (“X”) either Yes or No)
1.	Proponent must have a minimum of fifteen (15) years prior experience placing IT professionals in mid to large corporations or public sector organizations.	YES <input type="checkbox"/> NO <input type="checkbox"/>
2.	Proponent must provide the Services to Metrolinx from an office located in the Greater Toronto Area.	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.	Proponent must be able to supply candidates for all of the positions and roles identified in Section 7.0 of Appendix “B” – Scope of Services.	YES <input type="checkbox"/> NO <input type="checkbox"/>
4.	Proponent shall supply to Metrolinx only those candidates that have a clear Criminal Reference Check status.	YES <input type="checkbox"/> NO <input type="checkbox"/>

- 8.4 This Attachment # 2 must be completed and submitted 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.

9.0 Attachment # 3 – Proponent’s Reference Projects

- 9.1 The Proponent should, using the templates below, provide corporate reference information as indicated in this Attachment # 3 – Proponent’s Reference Projects. The Proponent should 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 Proponents should review the Submission Requirements Section to ensure compliance with the submission requirements.

CORPORATE REFERENCE PROJECTS						
Company Name	Project Title	Contact Person, Title	Phone Number	E-mail Address	Start Date	Completion Date

Appendix “A” – General Conditions

List of Contents

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

Item No.	Description
1	Appendix “A” – General Conditions
2	Schedule A – Definitions
3	Schedule B – Financial Terms
4	Schedule C – Insurance
5	Schedule D – Dispute Resolution

General Conditions

1. INTERPRETATION

1.1 Definitions

Capitalized terms used in this Contract shall have the respective meanings ascribed thereto in Schedule A – Definitions.

1.2 Time of the Essence

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

1.3 Currency

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

1.4 Units of Measure

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

1.5 Language

All communication between Metrolinx and the Contractor and between the Contractor and each of the Subcontractors with regard to the Services shall be in the English language. All communication between Metrolinx and a Placed Person with regard to an Assignment shall be in the English language.

1.6 References

- (a) Each reference to a statute in this Contract is deemed to be a reference to that statute and to the regulations made under that statute, all as amended or re-enacted from time to time. Following any and all changes to Applicable Laws, the Contractor shall perform the Services in accordance with the terms of this Contract, including in compliance with Applicable Laws.
- (b) Each reference, whether express or implied, to a Standard of any technical organization or Governmental Authority is deemed to be a reference, to that Standard as amended, supplemented, restated, substituted or replaced.
- (c) Subject to any express definitions contained in this Contract, words and abbreviations which have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.
- (d) Where used in this Contract, “including” means including without limitation, and the terms “include”, “includes”, and “included” have similar meanings.
- (e) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (f) Each reference to an Article or Section within the Contract or Schedules shall refer to that Article or Section number in the Contract or the Schedule in which the reference occurs unless otherwise specified.
- (g) The division of this Contract into Articles and Sections, the insertion of headings, and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Contract.

1.7 Time

- (a) Unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario. When any period of time is referred to in this Contract by days between two dates, it will be calculated by excluding the first and including the last day of such period.

- (b) If, under this Contract, any payment or other event falls due on or as of a day that is not a Business Day, that payment or other event shall fall due instead on the next day that is a Business Day, unless expressly stated otherwise.
- (c) Unless otherwise specified, references to “day” shall mean calendar day.

1.8 Schedules

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 -	Financial Terms
Schedule C -	Insurance
Schedule D -	Dispute Resolution

2. PERFORMANCE

2.1 Term of the Contract

This Contract shall take effect on the Effective Date hereof and, subject to the provisions of Article 12 shall continue in full force and effect for two (2) years (the “**Term**”).

2.2 Performance of the Services

- (a) The Contractor shall carry out and complete those services set forth in Appendix “B” – Scope of Services (the “**Services**”), which are requested by Metrolinx, in accordance with all the terms of this Contract.
- (b) The Contractor shall provide, at the sole cost and expense of the Contractor, save as otherwise provided in this Contract, all necessary equipment, goods, materials, analysis, transportation, accommodation, labour, staff and technical assistance and incidentals required in performing the Services and to undertake, perform and complete its undertakings, obligations and responsibilities provided for in this Contract.
- (c) The Services shall be provided in a diligent, professional, timely and economical manner according to the Required Standard of Care.
- (d) The Contractor shall comply with and conform to all Applicable Laws, applicable to the Services to be provided by, and the responsibilities and obligations of, the Contractor under this Contract.

- (e) The Contractor shall not alter any part of a Joint Venture except with the prior written consent of Metrolinx in its sole discretion.

2.3 Placed Persons

- (a) The Contractor shall be solely responsible for the payment of each Placed Person.
- (b) The Contractor shall ensure that each Placed Person shall:
 - (i) act in a proper and professional manner in accordance with the standards generally used by the information technology industry; and
 - (ii) comply with all applicable Metrolinx policies and procedures, provided that the Contractor has been made aware of same.
- (c) The Contractor shall enter into a written agreement with each Placed Person wherein the Placed Person acknowledges and agrees to the following:
 - (i) that she is not entitled to any compensation from Metrolinx, and that Metrolinx is not liable to her for any failure of the Contractor to pay any amounts owed to her;
 - (ii) that the Placed Person is an independent contractor with respect to the Assignment, that the Placed Person shall not be deemed to be an employee, agent, servant or representative of Metrolinx in the performance of the Assignment, and that the Placed Person is not entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx;
 - (iii) that the Placed Person shall comply with the obligations contained in Article 8;
 - (iv) that the Placed Person shall comply with and conform to all Applicable Laws and all Metrolinx policies and procedures, provided that the Placed Person has been made aware of same;
 - (v) that Metrolinx owns and shall own all right, title and interest in and to any Intellectual Property created or developed by her pursuant to the performance of any Assignments, and all Intellectual Property Rights therein (the “**Assignment Intellectual Property**”); and
 - (vi) that the Placed Person irrevocably assigns to Metrolinx all right, title and interest in and to all Assignment Intellectual Property, and that the Placed Person waives any moral or similar rights the Placed Person now has, or in the future may have, in any Assignment Intellectual Property.

The Contractor shall provide a copy of such agreement to Metrolinx upon request; provided, however, if the provision of such agreement would result in a breach of the agreement or the Contractor's policy, the Contractor shall provide an officer's certificate signed by a senior officer of the Contractor, in form and content satisfactory to Metrolinx, acting reasonably, confirming that each of the clauses contained in Section 2.3(c) is contained within such agreement.

- (d) The Placed Persons shall not be deemed to be employees, agents, servants or representatives of Metrolinx in the performance of an Assignment.
- (e) Metrolinx may, at any time, on one (1) days' written notice to the Contractor, terminate a Placed Person's assignment, and thereupon Metrolinx shall be liable for payment to the Contractor for those monies attributable to the part of the services performed in accordance with all the terms of this Contract to the date of termination.

2.4 Subcontractors

- (a) Other than the Subcontractors identified in the Submission, the Contractor shall not sub-contract the Services to any Person without the prior written consent of Metrolinx. No subcontracting by the Contractor shall relieve the Contractor of any responsibility for the full performance of all obligations of the Contractor under this Contract. Notwithstanding the approval of any Subcontractors by Metrolinx, the Contractor shall be fully responsible for every Subcontractor's activities, works, services and acts or omissions.
- (b) The Contractor shall be solely responsible for the payment of any Subcontractors.
- (c) The Contractor shall co-ordinate the services of all Subcontractors employed, engaged or retained by the Contractor with Metrolinx and, without limiting the generality of any other provision of this Contract, the Contractor shall be liable to Metrolinx for costs or damages arising from errors or omissions of such Subcontractors or any of them. It shall be the Contractor's responsibility to control and review the Services of its own forces and of all its Subcontractors and to ascertain that all Services are performed in accordance with this Contract, all governing regulations and the Required Standard of Care.
- (d) In any subcontract, the Contractor shall ensure that the Subcontractor is bound by conditions compatible with, and no less favorable to Metrolinx than, the conditions of this Contract.
- (e) The Contractor warrants and represents that it and any of its permitted Subcontractors and the respective workforce of each are fully qualified to

perform the Services and perform this Contract and hold all requisite Approvals.

- (f) The Contractor shall only employ, for the purposes of this Contract, such persons as are careful, skilled and experienced in the duties required of them and have the required Domain Expertise, and must ensure that every such person is properly and sufficiently trained and instructed. The Contractor shall ensure that all workers and persons employed by them or under their control or employed by or under the control of its Subcontractors comply with the terms of this Contract and, in particular without limiting the foregoing, the responsibilities of the Contractor with respect to matters concerning safety, compliance with the Applicable Laws and the conduct of the Services.
- (g) The Contractor shall be an independent contractor with respect to the Services to be provided under this Contract and nothing contained in this Contract shall be construed as constituting a joint venture or partnership between the Contractor and Metrolinx. Neither the Contractor nor its Subcontractors shall be deemed to be employees, agents, servants or representatives of Metrolinx in the performance of the Services hereunder.
- (h) The Contractor shall not remove or change any Subcontractors, or materially reduce the responsibilities of any Subcontractors in relation to the provision of the Services except with the prior written consent of Metrolinx in its sole discretion. The proposed replacement Subcontractor shall possess the requisite Domain Expertise and similar qualifications, experience and ability as the outgoing Subcontractor.

2.5 Contractor Personnel

- (a) The Contractor shall select and employ a sufficient number of suitably qualified and experienced Contractor Personnel to perform and provide the Services, as determined with reference to the requirements of the Services to be performed by each individual or otherwise as required pursuant to the Contract. All Contractor Personnel shall possess or, where permitted, shall be supervised by persons who possess, the professional accreditation required to complete the services.
- (b) The Contractor shall provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- (c) The Contractor shall ensure that the Contractor Personnel assigned to perform the Services shall:
 - (i) act in a proper and professional manner in accordance with the standards generally used recognized by the industry; and

- (ii) comply with all applicable Metrolinx policies and procedures, provided that the Contractor has been made aware of same.

2.6 Contractor's Representative

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

2.7 Metrolinx Responsibilities

Metrolinx shall:

- (i) designate an individual to act as its representative (the "**Metrolinx Representative**") who will transmit instructions to, and receive information from the Contractor; and
- (ii) Metrolinx shall perform the covenants contained in Appendix "C" – Metrolinx Services.

2.8 Contractor's Task Assignment Process

The process for obtaining a Placed Person is specified in Appendix "B" – Scope of Services.

2.9 Contractor Work Performance Rating

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

- (e) The information contained in the “Contractor Performance Appraisal” may be provided to the Ministry of Transportation and other government agencies and such performance reviews may be relied upon to disqualify a company from providing a bid on any further request by such entity.

3. HEALTH AND SAFETY

3.1 Occupational Health & Safety Act

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

3.2 Workers' Rights

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

4. FINANCIAL TERMS

4.1 Financial Terms

All financial and payment terms applicable to this Contract and the Services are set out in Schedule B – Financial Terms.

5. RIGHT OF OWNERSHIP AND USE

5.1 General

- (a) Unless otherwise expressly agreed, Metrolinx is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all of the following Intellectual Property (collectively, the “**Metrolinx IP**”):
 - (i) all Metrolinx Materials;
 - (ii) all Deliverables;
 - (iii) all reports and other information created, generated, output or displayed by the Deliverables or as a result of the performance of receipt of the Work; and
 - (iv) all modifications or enhancements made to the items listed in Sections 5.1(a)(i) to (iii) hereof.
- (b) All right, title and interest, including all Intellectual Property Rights, in Metrolinx IP will vest in Metrolinx, following creation.
- (c) The Contractor will acquire no rights to any Metrolinx IP other than the licence rights expressly granted in Section 5.3.
- (d) The Contractor:
 - (i) hereby assigns and transfers to Metrolinx; and
 - (ii) agrees (to the extent required in the future) to assign and transfer to Metrolinx, as and when created, all right, title and interest,

including Intellectual Property Rights, throughout the world in and to all Metrolinx IP (to the extent any right, title, interest or Intellectual Property Right in Metrolinx IP does not automatically and immediately vest in Metrolinx).

- (e) The Contractor shall obtain from each Contractor Personnel an assignment of any rights they have to the Metrolinx IP and a waiver, for the benefit of Metrolinx and its respective successors, assigns, licensees and contractors, of their respective 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 Metrolinx IP. The Contractor shall provide copies of such documentation to Metrolinx upon request.
- (f) Metrolinx agrees that prior to providing any Deliverables to a third party, Metrolinx shall obtain from such third party a “non-reliance” letter addressed to the Contractor in which such third party will agree that (i) any Deliverable that is provided, or made available, to it was prepared for the sole benefit of Metrolinx and is not be relied upon by it and (ii) the Contractor accepts no responsibility or liability in respect of any advice, recommendations or other information contained in any such Deliverable. Metrolinx shall provide any such non-reliance letter to the Contractor promptly after its receipt.
- (g) For certainty, the Contractor shall not be precluded from independently developing for itself, or for others, materials which are competitive with the Deliverables, irrespective of their similarity to the Deliverables and the Contractor shall be free to use, without restriction, any Contractor Background IP and its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its business that are used or acquired in the course of providing the Work, so long as the Contractor does not disclose or use any Confidential Information, work product or proprietary information without Metrolinx’s express written consent.
- (h) Nothing in this Contract shall prevent the Contractor from providing similar services to other parties.

5.2 Metrolinx Intellectual Property

As between Metrolinx and Contractor, Metrolinx owns and shall own all right, title and interest in and to the Metrolinx IP. Contractor shall not have or acquire any rights in or to the Metrolinx IP.

5.3 Contractor Intellectual Property

As between Metrolinx and Contractor, Contractor owns all right, title and interest in and to the Contractor Background IP. To the extent that Metrolinx requires the use of any Contractor Background IP in connection with this Contract or the Services, Contractor hereby grants to Metrolinx a limited, non-exclusive, irrevocable, perpetual, royalty-free right and license to use the Contractor Background IP for Metrolinx's internal business purposes. Contractor grants no rights other than explicitly granted herein, and Metrolinx shall not exceed the scope of this license.

5.4 Custom Intellectual Property

Metrolinx owns and shall own all right, title and interest in and to the Custom IP. Contractor hereby irrevocably assigns to Metrolinx all right, title and interest in and to all Custom IP produced pursuant to this Contract including all applicable Intellectual Property Rights thereto. If Contractor has any rights to Custom IP that cannot, or which the Parties agree will not, be assigned to Metrolinx, Contractor hereby grants to Metrolinx a non-exclusive, irrevocable, perpetual, sublicenseable (through multiple tiers), worldwide, fully paid-up right and license to use, copy and modify (including create derivative works from) the Custom IP.

5.5 Employee and Subcontractor Contracts

Contractor shall obtain from each Contractor Personnel and Placed Person an assignment of rights to the Custom IP and waiver of any moral or similar rights, prior to the performance of any Services or any Assignment by each such individual. Contractor shall provide copies of such documentation to Metrolinx upon request; provided, however, if the provision of such documentation would result in a breach of an agreement or the Contractor's policy, the Contractor shall provide an officer's certificate signed by a senior officer of the Contractor, in form and content satisfactory to Metrolinx, acting reasonably, confirming Contractor's compliance with this Section 5.5.

6. INSURANCE

6.1 Insurance Requirements

The Contractor agrees to purchase and maintain in force, at its own expense and for the duration of this Contract, the policies of insurance set forth in Schedule C – Insurance, which policies will be in a form and with an insurer or insurers acceptable to Metrolinx. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to Metrolinx prior to the commencement of the Services and within fifteen (15) days after the renewal or replacement of each insurance policy.

7. CHANGES

7.1 Changes Requested by Metrolinx

Metrolinx may, in writing, request changes or alterations to the Services, or request additional services from the Contractor (any of the foregoing, “**Changes**”). Subject to this Article 7, the Contractor shall comply with and implement all reasonable Metrolinx Change requests, and the performance of such requests shall be in accordance with this Contract.

7.2 Changes Recommended by the Contractor

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

7.3 Change Management Process

- (a) Where a Change request is initiated by Metrolinx pursuant to Section 7.1, Metrolinx shall set out, in the Change request:
 - (i) the proposed prices for the contemplated changes;
 - (ii) the timing requirements for the implementation of the Change; and
 - (iii) any other information which may reasonably be required.
- (b) The Contractor shall respond to Metrolinx’ Change request in writing within ten (10) Business Days.
- (c) Where a Change is initiated by the Contractor pursuant to Section 7.2, the Contractor shall set out in the Change request, conforming to Section 7.3(a):
 - (i) a description of the proposed Change;
 - (ii) the estimated cost of the proposed Change;
 - (iii) any proposals, designs or other details or information which may be reasonably required; and
 - (iv) the reasons for the proposed Change, including the benefits of the proposed Change and any consequences of not proceeding with the Change.
- (d) No Changes shall be implemented and no Change request shall become effective until an amendment or change order documenting the Change has been executed by both Parties, and such executed instrument shall be

the final determination of any adjustments to the Services, the Contract price, or the terms and conditions of the Contract, as applicable, with respect to the Change set out therein.

- (e) Where Metrolinx and the Contractor cannot agree as to whether or not a particular notice, direction, requirement, request, correspondence, or other fact, event, or circumstance comprises, requires, or results in a change to the scope of the Services, then either Party may refer the issue to dispute resolution in accordance with Article 14.

8. CONFIDENTIAL INFORMATION AND FIPPA

8.1 Restrictions on Use of Confidential Information

The Contractor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Contractor shall:

- (a) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except, in the case of the Contractor, Subcontractor and Contractor Personnel, as permitted pursuant to this Contract;
- (b) use Confidential Information only in connection with this Contract, in the case of the Contractor, Subcontractor and Contractor's Personnel, and only in connection with the Assignment, in the case of a Placed Person;
- (c) take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information;
- (d) not copy, reproduce in any form or store the Confidential Information in a retrieval system or database (other than Metrolinx's own information technology systems), without the prior written consent of Metrolinx; and
- (e) immediately notify Metrolinx in the event that it becomes aware of any unauthorized disclosure of Confidential Information.

8.2 Permitted Disclosure

Notwithstanding the obligations set out in Section 8.1, the Contractor may disclose Confidential Information to those of its Subcontractors and Contractor's Personnel who need to know such Confidential Information in connection with this Contract, provided that such Subcontractor or Contractor's Personnel, as applicable, is subject to obligations of confidentiality substantially similar to those contained in this Article 8. For the avoidance of doubt, a Placed Person shall not be permitted to disclose Confidential Information to the Contractor, a Subcontractor or any Contractor Personnel.

8.3 Exceptions

- (a) The obligations of confidentiality set out in Section 8.1 shall not apply to Confidential Information which:
 - (i) becomes generally available to the public through no fault of the Contractor;
 - (ii) prior to receipt from Metrolinx, was known to the Contractor 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 Contractor;
 - (iii) was independently developed by the Contractor prior to receipt from Metrolinx, as documented by written records possessed by the Contractor; or
 - (iv) becomes available to the Contractor on a non-confidential basis from a source other than Metrolinx that is not under other obligations of confidence.
- (b) If the Contractor becomes compelled to disclose any Confidential Information pursuant to Applicable Law, the Contractor 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 Contractor 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 8.
- (c) Without limiting the generality of Section 8.3(a) and notwithstanding Section 8.3(b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of FIPPA.

8.4 Damages

The Contractor acknowledges and agrees that any breach or threatened breach of this Article 8 or the obligations set out herein shall cause immediate and irreparable harm to Metrolinx for which damages alone are not an adequate remedy. The Contractor 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.

8.5 Return or Destruction of Confidential Information

- (a) At the request of Metrolinx and subject to Section 8.5(b) and Section 8.6, the Contractor agrees to:
 - (i) promptly return all Confidential Information (other than the Contract Records) to Metrolinx; or
 - (ii) promptly 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 Contractor certifying such destruction.
- (b) Notwithstanding the foregoing, the Contractor shall have no obligation to return or destroy:
 - (i) Confidential Information that is captured and retained within the Contractor'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;
 - (ii) Confidential Information that is captured and retained within Metrolinx's computer systems, in the case of Confidential Information that a Placed Person has access to; and
 - (iii) working papers or other documentation which it is required to retain pursuant to Applicable Law or any rules of professional conduct applicable to the Contractor or the Contractor Personnel.

8.6 FIPPA and Personal Information

- (a) Metrolinx and the Contractor acknowledge and agree the collection, use, retention and disclosure of Personal Information is governed by FIPPA. Metrolinx acknowledges that the Contractor may also be subject to the requirements of PIPEDA. In the event of a conflict between the requirements of FIPPA and the requirements of PIPEDA or any other legislation governing the treatment of Personal Information, the more onerous provision shall apply.

- (b) The Contractor shall ensure that all collection, access, use, retention and disclosure of Personal Information under this Contract, whether through the performance of the Services, an Assignment or otherwise, complies with Applicable Laws including FIPPA, PIPEDA, Standards, 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 Services and each Assignment.
- (c) The Contractor shall ensure the security and integrity of any Personal Information collected by the Contractor and shall protect it against loss, unauthorized access, destruction, or alteration, in accordance with the following:
 - (i) The Contractor 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.
 - (ii) The Contractor shall ensure that access to Personal Information is restricted to those Contractor Personnel who have a need to know or use such information in the performance of the Services and who have been specifically authorized to have such access for the purposes of performing the Services. Access shall be limited to only that Personal Information which is required for the performance of the Services.
 - (iii) All Personal Information shall be kept in a physically secure location and separate from all other records and databases. The Contractor 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.
- (d) For greater certainty, Metrolinx reserves the right to prescribe the specific manner in which the Contractor shall perform its obligations relating to this Section 8.6.

8.7 FIPPA and Freedom of Information

The Contractor acknowledges that Metrolinx is a provincial crown agency subject to FIPPA, and acknowledges and agrees as follows:

- (a) All FIPPA Records (as defined below) are subject to, and the collection, use, storage and treatment thereof is governed by FIPPA. The Contractor agrees to keep all FIPPA Records secure and available, in accordance with the requirements of FIPPA. The Contractor acknowledges that all information, data, records and materials, however recorded, that are held

by the Contractor and/or created by the Contractor or a Placed Person in the course of performing the Services or an Assignment are considered to be FIPPA Records and subject to FIPPA.

- (b) Section 8.5 shall apply to all FIPPA Records (other than the Contract Records), which shall be returned and/or destroyed in accordance with that section.
- (c) In the event of a conflict between the requirements of this Contract and the requirements of FIPPA, the requirements of FIPPA shall take precedence.
- (d) 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 Contractor and the Contractor 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 Contractor 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 Contractor's rights of appeal pursuant to Section 28(9) of FIPPA, Metrolinx shall determine what FIPPA Records will be disclosed in connection with any such request, in accordance with the requirements of FIPPA (including, without limitation, the requirements with respect to affected persons set out in Section 28 thereof).

For the purposes of this section, "**FIPPA Records**" means all information, data, records and materials, however recorded, in the custody or control of Metrolinx, including Confidential Information, Personal Information and Contract Records. For the purposes of this definition, documents held by the Contractor in connection with this Contract are considered to be in the control of Metrolinx.

- (e) Storage of FIPPA Records (including the Contract Records) at a location outside Canada shall only be permitted with Metrolinx's express written consent.

8.8 Contractor Compliance

- (a) The Contractor shall advise all of its Contractor Personnel, all of its Subcontractors, all of its Subcontractor's Contractor Personnel and all Placed Persons of the requirements of this Article 8, 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. In addition to any other liabilities of the Contractor pursuant to this Contract or otherwise at law or in equity, the Contractor shall be liable for all claims arising from any non-compliance with this Article 8 by the

Contractor, any of its Contractor Personnel, any Subcontractor, any of its Subcontractor's Contractor Personnel, and any Placed Person.

- (b) The Contractor warrants that each of its Contractor Personnel, each of its Subcontractors, each of its Subcontractor's Contractor Personnel and each Placed Person engaged by the Contractor pursuant to, or in connection with, this Contract is under a written obligation to the Contractor requiring such person to comply with the terms of this Article 8.

8.9 Publicity

Neither Party may make any disclosure to any other person or any public announcement or press release regarding this Contract or any relationship between the Contractor and Metrolinx, without the other Party's prior written consent.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Representations, Warranties and Covenants of the Contractor

The Contractor 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:

- (a) the Contractor is validly existing under the laws of the location of its head office and the Contractor has all necessary corporate power, authority and capacity to enter into this Contract and to perform its obligations hereunder;
- (b) the entering into of this Contract by the Contractor and the performance of its obligations hereunder has been authorized by all necessary corporate action;
- (c) 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:
 - (i) 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 Contractor, the by-laws or resolutions of the Contractor or any agreement or instrument to which the Contractor is a party or by which it is bound, or
 - (ii) require the Contractor 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;

- (d) this Contract constitutes a legally valid and binding obligation of the Contractor 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;
- (e) the Contractor has carefully reviewed the whole of this Contract, including all of the Contract Documents, and all other documents made available to the Contractor by Metrolinx, and, to the Contractor's knowledge, nothing contained herein or therein inhibits or prevents the Contractor from performing the Services in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Contract;
- (f) the Contractor has engaged and shall engage only Subcontractors and Contractor Personnel that are qualified and competent to perform the portions of the Services they are responsible for and possess the requisite Domain Expertise;
- (g) the Contractor 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;
- (h) each Placed Person has the minimum experience, qualifications, professional accreditations, and designations for the applicable job position; all of which are specified in Appendix "B" – Scope of Services, as the same may be supplemented from time to time;
- (i) the Contractor has obtained for each Placed Person a "Clearance Letter" from the Toronto Police Service or any other policing agency in the Province of Ontario, dated not more than sixty days prior to the commencement of an Assignment by such Placed Person;
- (j) the Contractor is not aware of any legal action instituted, threatened or pending against the Contractor that could have a material adverse effect on its ability to perform its obligations under this Contract;
- (k) Except as disclosed in the Submission, the Contractor is free of any actual or potential RQQ Conflict of Interest;
- (l) the Contractor 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;
- (m) the Contractor is familiar with the obligations imposed on an "employer" as defined in OHSA, and that it has in place a health and safety program to ensure that it takes all steps reasonable in the circumstances to ensure the

health and safety of all workers for which it has responsibility under that *Act*; and

- (n) 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:

_____.

9.2 Continuing Effect of Representations, Warranties and Covenants

The Contractor hereto agrees that its covenants, representations and warranties contained in this Article 9 are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

9.3 Disclaimer

THE PARTIES AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, THERE ARE NO OTHER WARRANTIES (EXPRESS OR IMPLIED) PROVIDED BY THE CONTRACTOR WITH RESPECT TO THE PERFORMANCE OF THE SERVICES OR ASSIGNMENT.

10. INDEMNITY

10.1 Indemnification

- (a) The Contractor shall at all times indemnify and save harmless Metrolinx, its officers, directors, employees, members, agents, representatives, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all Losses resulting from:
- (i) the death of or bodily injury to any agent, employee, customer, business invitee, business visitor or other person, to the extent caused by the negligence or willful misconduct of the Contractor or any Contractor Personnel;
 - (ii) the damage, loss or destruction of any real or tangible personal property (excluding data), to the extent caused by the negligence or willful misconduct of the Contractor or any Contractor Personnel;
 - (iii) the unauthorized disclosure by the Contractor or any Contractor Personnel of any Confidential Information and/or Personal Information;
 - (iv) any acts performed by or on behalf of the Contractor beyond the authority of the Contractor hereby conferred;
 - (v) any breach of the terms and conditions set out in Article 3 or arising as a result of any illness, injury or death of any employee of the Contractor or any SubContractor, including:

- (A) any resulting expenses incurred by Metrolinx as a result of stoppage of the Work on account of failure by the Contractor to meet its obligations under and/or with respect to the OHSA; and
 - (B) any resulting fine(s) levied against Metrolinx as a result of any breach of the responsibilities of the employer for the work, to the extent attributable to the Contractor's failure to fulfil its obligations as described in Section 3.1; and/or
- (vi) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Work or any matter provided to Metrolinx or performed by the Contractor, or anyone else for whom at law the Contractor is responsible; provided, however, the Contractor shall not be required to indemnify the Indemnified Parties pursuant to this subsection if (x) the infringement or alleged infringement was caused by the modification of a Deliverable by any person other than the Contractor or a Contractor Personnel or by the use of the Deliverable in combination with intellectual property not supplied by the Contractor, but only if the claim would not have arisen without such modification or combination, (y) the Deliverable was based upon, or incorporates, designs provided by Metrolinx, or (z) the Deliverable relating to the infringement or alleged infringement were used in a manner not permitted by this Contract.
- (A) If the Contractor is required to indemnify Metrolinx pursuant to this Section 10.1(a)(vi), or if, in the Contractor's judgment, Metrolinx' use of the intellectual property is likely to be infringing, the Contractor may, at its option: (i) secure the right to continue using such intellectual property, or (ii) replace or modify the such intellectual property 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. If neither course of action described in clauses (i) or (ii) is available to the Contractor, the Contractor will remove such intellectual property from the Work and equitably adjust the Contractor's charges to adequately reflect such removal.
- (b) The Contractor 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 Contractor is obligated to indemnify the Indemnified Parties pursuant to this Article 10, provided that the indemnity obligations

of the Contractor under this Article 10 shall not extend to Loss 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.

- (c) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article 10, 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 Contractor under this Contract pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
- (i) the Contractor is, becomes, or is deemed to be bankrupt or an insolvent person pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ii) the Contractor makes a general assignment for the benefit of creditors; or
 - (iii) a receiver or interim-receiver is appointed with respect to some or all of the Contractor's business, assets, or property,

then Metrolinx shall be entitled, without prejudice to any other right or remedy Metrolinx may have, to further deduct or withhold a reasonable sum on account of such Loss, from any monies owed or payable by Metrolinx to the Contractor under any other agreement or account. The provisions of this Section 10.1(c) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Contractor to or for the benefit of Metrolinx.

10.2 Metrolinx shall at all times indemnify and save harmless the Contractor Indemnified Parties from and against any and all third party Losses that are awarded by a court of competent jurisdiction resulting from Metrolinx's breach of Section 5.1(f), except to the extent finally determined to have resulted from the Contractor's gross negligence or intentional misconduct relating to the Deliverables.

11. LIMITATION OF LIABILITY

11.1 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.

11.2 Limitations on Liability

- (a) Subject to Section 11.2(c), in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to the Contract even if such Party has been advised in advance of the possibility of such damages. The Contractor acknowledges and agrees that any damages awarded by a court of competent jurisdiction against Metrolinx as a result of a third party claim is to be considered direct damages.
- (b) Subject to Section 11.2(d), 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 two million dollars (\$2,000,000).
- (c) The limitations of liability set forth in Section 11.2(a) shall not apply with respect to:
 - (i) damages occasioned by the willful misconduct or gross negligence of the Contractor or any Contractor Personnel; or
 - (ii) claims that are the subject of indemnification pursuant to Section 10.1(a)(iii)[*Unauthorized Disclosure*] or Section 10.1(a)(vi)[*IP Infringement*].
- (d) The limitations of liability set forth in Section 11.2(b) shall not apply with respect to:
 - (i) damages occasioned by the willful misconduct or gross negligence of the Contractor or any Contractor Personnel; or
 - (ii) claims that are the subject of indemnification pursuant to Section 10.1(a).
- (e) Each party shall have a duty to mitigate damages for which the Contractor is responsible.

12. TERMINATION

12.1 Termination for Cause by Metrolinx

Metrolinx may, by ten (10) days' written notice to the Contractor, suspend or terminate this Contract for cause in the event that the Contractor is in breach of any of its obligations under this Contract, and it fails to cure such breach (which breach must be curable) within thirty (30) days of being notified thereof, and thereupon:

- (a) Metrolinx may appoint officials of Metrolinx or any other person or persons in the place and stead of the Contractor to perform the Services or any portion thereof;
- (b) the Contractor shall immediately discontinue the Services on the date and to the extent specified in the notice and place no further orders for materials or services for the terminated portion of the Services;
- (c) nothing contained herein shall limit the rights of Metrolinx to recover damages from the Contractor arising from the failure of the Contractor to perform the Services satisfactorily in accordance with the terms of this Contract.

12.2 Termination for Convenience by Metrolinx

- (a) Metrolinx may, by thirty (30) days' written notice to the Contractor, terminate this Contract for convenience, and thereupon Metrolinx shall be liable for payment to the Contractor for those monies attributable to the part of the services performed in accordance with all the terms of this Contract to the date of termination stipulated in such notice.
- (b) Metrolinx may, by five (5) days' written notice to the Contractor, terminate an Assignment for convenience, and thereupon Metrolinx shall be liable for payment to the Contractor for those monies attributable to the part of the services performed in accordance with all the terms of this Contract to the date of termination stipulated in such notice.
- (c) In no event will Metrolinx be liable for any loss of profits, loss of revenue or other consequential damages as a result of the termination of the Contract or an Assignment or the termination of a Placed Person's assignment.

13. FORCE MAJEURE

13.1 Force Majeure

- (a) Neither Party shall be liable for Losses caused by a delay or failure to perform its obligations under this Contract where such delay or failure is caused by an event beyond its reasonable control (a "**Force Majeure Event**"). The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as the provisions of this Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.
- (b) Without limiting the generality of the foregoing, the Parties agree that Force Majeure Events may include acts of God, natural disasters, acts of

war, war-like operations, civil war, acts of foreign enemy, plagues, epidemics, insurrection and terrorism (provided that the conditions of Section 13.1(a) are met) but shall in no event include:

- (i) shortages or delays relating to supplies or services; or
 - (ii) on the part of the Contractor, lack of financing or inability to perform because of the financial condition of the Contractor.
- (c) A failure by Metrolinx to furnish instructions is not a Force Majeure Event until fourteen (14) days after a demand for such instructions has been made in writing by the Contractor and not then unless such claim is reasonable and justified to Metrolinx.

13.2 Process

- (a) If a Party seeks to excuse itself from its obligations under this Contract due to a Force Majeure Event:
- (i) that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period thereof; and
 - (ii) the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligation for the period of time directly attributable to such Force Majeure Event.
- (b) This Section shall not apply or be available to a Party in respect of any event, or resulting delay or failure to perform, occurring more than fourteen (14) days before notice is given to Metrolinx pursuant to Section 13.2(a).
- (c) In the case of a continuing Force Majeure Event, only one notice shall be necessary.

13.3 Metrolinx Rights

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

14. DISPUTE RESOLUTION

All Disputes shall be resolved in accordance with, and the Parties shall comply with, Schedule D – Dispute Resolution.

15. SET OFF

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

16. GENERAL

16.1 Entire Agreement

This Contract constitutes the entire agreement between the Parties regarding the Services and supersedes any prior understandings, negotiations, representations or agreements, whether written or verbal.

16.2 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.

16.3 Survival

The obligations set out in Articles 1, 2, 3, 5, 6, 8, 9, 10, 11, 14 and this Article 16 of this Contract shall continue to bind the Contractor notwithstanding expiration or termination of this Contract for any reason whatsoever or completion of the Services as contemplated hereunder.

16.4 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.

16.5 Assignment

The Contractor 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.

16.6 Independent Parties

- (a) This Contract does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. The relationship between the Parties is to

be considered at all times as that of a purchaser and an independent contractor. Neither Party shall have the right to bind the other to any agreement with any third party or to incur any obligation or liability on behalf of the other Party. Except as expressly provided for in this Contract, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.

- (b) The Contractor Personnel are solely the employees of the Contractor and applicable Subcontractors (and not Metrolinx's) for all purposes under this Contract, including for all purposes under any Applicable Laws. Each Placed Person is an independent contractor in relation to Metrolinx for all purposes under any Applicable Laws. None of the foregoing personnel is entitled to any benefits respecting any pension or other benefit plan, program or policy of Metrolinx.

16.7 Third Party Beneficiaries

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

16.8 Joint and Several Liability

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

16.9 Notice

- (a) 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.
- (b) Any notice under this Contract, if delivered personally or by courier on a Business Day will be deemed to have been given when actually received, if delivered by fax before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by fax after 3:00 p.m. on a Business Day or on a day that is not a Business Day will be

deemed to be delivered on the next Business Day. For greater clarity, notice shall not be given by email.

16.10 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.

16.11 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.

16.12 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.

16.13 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.

16.14 Conflict of Interest Acknowledgement and Agreement

- (a) For the purposes of this Contract, a “**Conflict of Interest**” includes any situation or circumstances where, in relation to the performance of its contractual obligations in this Contract, the Contractor’s other commitments, relationships or financial interests:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or

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

16.15 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.

[End of General Conditions]

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 or purporting to have jurisdiction or authority over a Party, property, transaction or event, including laws relating to workplace safety and insurance, occupational health and safety and employment standards.

“Approvals” means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorizations respecting the work undertaken as part of the Services as may be required from any applicable Governmental Authority or otherwise by the Contractor’s contract documents.

“Assignment” includes all of the tangible and intangible activities, services, and things required by Metrolinx to be done, delivered or performed by a Placed Person.

“Assignment Intellectual Property” has the meaning ascribed to it in Section 2.3(c) of the General Conditions.

“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.

“Changes” has the meaning ascribed to it in Section 7.1 of the General Conditions.

“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 Contractor (including to employees, contractors, or other representatives thereof) or a Placed Person. For greater certainty, all Personal Information, Contract Records 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.

“Conflict of Interest” has the meaning ascribed to it in Section 16.14 of the General Conditions.

“Contractor” has the meaning ascribed to it in preamble of the Articles of Agreement.

“Contractor 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 Contractor or which Contractor 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 Services.

“Contractor Personnel” or “Contractor’s Personnel” means (a) with respect to the Contractor, all of the Contractor’s personnel, employees and independent Contractors (including the Contractor’s Representative) engaged in the performance of the Services; and (b) with respect to each Subcontractor, all of that Subcontractor’s personnel, employees and independent contractors engaged in the performance of the Services; provided, however, for purposes of this Contract, a Placed Person shall be deemed not to be a Contractor Personnel.

“Contractor Policies” has the meaning ascribed to it in Schedule C – Insurance of Appendix “A” General Conditions.

“Contract” means this contract between the Contractor and Metrolinx pursuant to Request No. RQQ-2017-IT-024 including the Articles of Agreement, these General Conditions and the Schedules thereto and the Contract Documents.

“Contract Documents” means the Contract and those documents listed in Appendix “B” – Scope of Services and any written amendments thereto as agreed to by the Parties.

“Contract Records” has the meaning ascribed to it in Schedule B – Financial Terms of Appendix “A” - General Conditions.

“Contractor’s Representative” has the meaning ascribed to it in Section 2.6 of the General Conditions.

“Custom IP” means any Intellectual Property created or developed by the Contractor, any Contractor Personnel, any Subcontractor or any Placed Person pursuant to this Contract and/or the performance of the Services or an Assignment, and all Intellectual Property Rights therein.

“Dispute” means all disputes, controversies, or claims arising out of or relating to: (a) this Contract; (b) the alleged wrongful exercise or failure to exercise by a Party of a discretion or power given to that Party under this Contract; and/or (c) the interpretation, enforceability, performance, application, or administration, breach, termination, or validity of this Contract or any failure to agree where agreement between the Parties is called for.

“Dispute Notice” has the meaning given in Schedule D – Dispute Resolution.

“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 Services, gained through a practical application of the knowledge underlying the tasks in an environment substantially similar to that of the Services.

“Effective Date” means the final date of execution of this Contract by both Parties.

“Excise Tax Act” means the *Excise Tax Act*, R.S.C. 1985, c. E-15.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31. “**FIPPA Records**” has the meaning ascribed to it in Section 8.7 of the General Conditions.

“**Force Majeure Event**” has the meaning ascribed to it in Section 13.1(a) of the General Conditions.

“**Governmental Authority**” means any domestic government, including any federal, provincial, territorial, municipal, regional or other local government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government; provided, however, “**Governmental Authority**” does not include Metrolinx.

“**Indemnified Parties**” has the meaning ascribed to it in Section 10.1 of the General Conditions.

“**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.

“**Joint Venture**” is the business arrangement of two or more parties proposed as identified in the Submission.

“**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.

“**Metrolinx**” means Metrolinx, a provincial crown agency continued under the *Metrolinx Act*, S.O. 2006, c. 16, and its successors and assigns.

“**Metrolinx IP**” means: (a) all Intellectual Property that is proprietary to, or controlled or licensed by, Metrolinx and provided to the Contractor; (b) all trademarks, service marks, trade names, logos or other commercial or product designations owned or licensed by Metrolinx; (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 IP by Metrolinx and/or any third party not performing work under, or in connection with, this Contract.

“**Metrolinx Representative**” or “**Metrolinx’s Representative**” has the meaning ascribed to it in Section 2.7 of the General Conditions.

“**OHSA**” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“**Parties**” means both of Metrolinx and the Contractor and a “**Party**” means either one of them.

“**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.

“**Personal Information**” has the meaning ascribed to it in FIPPA.

“**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

“**Placed Person**” means a natural person assigned, supplied or provided by the Contractor in response to a Metrolinx request to the Contractor for a specific resource; notwithstanding the fact that the agreement with the Contractor may be entered into by a corporation or other entity, in which the natural person has a direct or indirect ownership interest in.

“**Prohibited Procurements**” has the meaning ascribed to it in Section 16.14 of the General Conditions.

“**Rates**” has the meaning ascribed to it in Schedule B – Financial Terms.

“**Required Standard of Care**” means: (a) using the Standards, practices, methods and procedures to the highest commercial standards of practice and professionalism as understood in the Province of Ontario; (b) confirming to Applicable Laws and all rules of professional conduct applicable to the Contractor or the Contractor Personnel; (c) exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a leading Person or professional performing work similar to those called for under this Contract; and (d) using only proper materials and methods as are suited to the function and performance intended.

“**RQQ Conflict of Interest**” means the Contractor had an unfair advantage or engaged in conduct, directly or indirectly, that gave it an unfair advantage, including but not limited to (i) having, or having had access to, confidential information of Metrolinx in the preparation of its submission during the Request to Qualify & Quote process that was not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the Request to Qualify & Quote process (including but not limited to the lobbying of decision makers involved in the Request to Qualify & Quote process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the Request to Qualify & Quote process.

“**Services**” has the meaning ascribed to it in Section 2.2 of the 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.

“**Standards**” means, at a given time, those standards, specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care.

“**Subcontractor**” means an individual, firm, partnership, corporation or design professional having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Services as identified in the Submission or as otherwise identified in a request to add a new subcontractor.

“**Submission**” means all documentation and other materials and information submitted by the Contractor in response to Request RQQ-2017-IT-024.

“**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 ascribed to it in Section 2.1 of the General Conditions.

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

END OF SCHEDULE A

Schedule B – Financial Terms

1. Payment

- (a) Metrolinx will pay the Contractor for the Services performed by the Contractor pursuant to this Contract, in the amounts and manner, at the hourly rates set out in the Articles of Agreement (the “Rates”) and at the times, set forth in the Articles of Agreement and this Schedule B – Financial Terms.

17. Limitation of Expenditure

- (a) It is understood that the Contract is based on reimbursement for actual work performed by Placed Persons for Metrolinx.
- (b) Metrolinx does not guarantee any minimum or maximum of work it will assign the Contractor under the Contract. Metrolinx reserves the right to assign no work or assign a selected number of work assignments with an accumulated value up to the awarded total upset limit of the Contract.

18. Upset Limit

- (a) Subject to Article 7 of the General Conditions, Metrolinx and the Contractor acknowledge and agree that upset limit set out in the Articles of Agreement is the maximum amount payable in respect the provision of the Services, excluding HST; provided, however, that the foregoing is not an entitlement to, nor a guarantee that the Contractor will be paid the full amount of, the upset limit.
- (b) The Contractor shall not perform any work under this Contract which would cause the total cost to exceed the upset limit amount set out in the Articles of Agreement, unless an increase is so authorized by Metrolinx and effected by an amendment or change order that has been executed by both Parties.
- (a) The upset limit for each Assignment shall not exceed a value greater than two-hundred and fifty thousand dollars (\$250,000.00), unless otherwise agreed by Metrolinx, in its sole discretion. The upset limit for each Assignment shall be inclusive of all applicable costs.

19. Rates for Services

- (a) The Contractor acknowledges and agrees that the Rates are inclusive of all labour and materials, insurance costs, disbursements and all other overhead including any fees or other charges required under Applicable Laws.
- (b) Metrolinx shall not reimburse the Contractor or any Placed Person for any hospitality, food or incidental expenses incurred. Metrolinx shall not

reimburse the Contractor or any Placed Person for any travel expenses incurred, including mileage for vehicle travel between Metrolinx offices/sites.

20. Taxes

- (a) 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 Contractor shall be responsible for remittance of any and all Taxes due and payable in respect of the Services.
- (b) 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 Services performed by the Contractor. The Contractor 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.
- (c) 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 Contractor shall show on each invoice, and in the manner directed by Metrolinx, either the actual Value Added Taxes paid by the Contractor by category or the portion of the Contractor's fees eligible under Applicable Law for the rebate.
- (d) 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 Contractor 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.

21. Invoicing and Payment Process

- (a) The Contractor shall submit an invoice for payment for Services in accordance with the payment schedule set out in the Articles of Agreement. The invoice shall be in form and substance satisfactory to Metrolinx acting reasonably and shall set out with sufficient particularity the Services performed in the period for which the invoice relates and the total time spent by each Placed Person multiplied by the applicable Rate.
- (b) The aggregate amount invoiced by the Contractor shall not exceed the upset limit of the Contract, unless such additional amount is agreed by the

Parties pursuant to the change management process set out in Article 7 of the General Conditions.

- (c) Unless there is a Dispute with respect to the content of an invoice and subject to the other provisions of this Schedule B, Metrolinx shall make payment to the Contractor no later than thirty (30) Business Days following receipt of the invoice for payment from the Contractor, unless otherwise provided or permitted in the Contract. The Contractor shall accept any payments made by Metrolinx by way of Electronic Funds Transfer, and shall, if requested by Metrolinx, provide the account information required to complete an Electronic Funds Transfer.

22. Cost of Changes

- (a) Changes shall be implemented by the Contractor without any additional charge, unless the Contractor is able to demonstrate (with supporting documentation) that the Change causes the Contractor to incur additional costs.
- (b) The Contractor shall implement all Changes for a reasonable price in accordance with the same pricing principles as originally agreed in the Articles of Agreement.
- (c) Metrolinx shall have the right to request such documentation and other supporting information as it reasonably requires to confirm and substantiate the costs associated with any Change request, and the Contractor shall provide same to Metrolinx within five (5) Business Days of the request therefor.

23. Metrolinx Property

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

24. Records and Audit

- (a) During the Term and for a period of seven (7) years thereafter, the Contractor 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 Services, including (i) original invoices and accounts, along with related records showing costs and expenses incurred, including but not limited to the cost to the Contractor of the Services and of all expenditures or commitments made by the Contractor in connection; (ii) correspondence, e-mails, tenders, minutes of meetings, notes, reports, timesheets, memoranda and other documents associated with the Contract; (iii) records relating to any service level agreements and key performance indicators included in the Contract, and

- (iv) records related to matters of security and privacy (collectively, the "**Contract Records**").
- (b) The Contract Records shall be retained and maintained in accordance with all generally acceptable accounting principles and Applicable Laws and Standards, or as otherwise may be required to substantiate compliance with this Contract and/or any payment to be made to the Contractor under this Contract.
- (c) During the Term and for a period of seven (7) years thereafter, Metrolinx or any third party acting on behalf of Metrolinx, shall have the right, upon no less than twenty-four (24) hours' notice in writing to the Contractor and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Contractor or a Subcontractor, reasonably required to confirm the Contractor's compliance with the terms of this Contract and Applicable Laws, and to make copies thereof. The Contractor 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 Contractor), 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 Contractor's premises and to the Contractor's employees. Where access is needed to a Subcontractor's employees or to Contract Records that are maintained by a Subcontractor, the Contractor 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 9 shall extend to any Governmental Authority exercising its right to audit pursuant to Applicable Law or any contract with Metrolinx. When selecting a third party to inspect and audit the Contract Records, Metrolinx shall consult with Contractor and shall take into consideration any reasonable objections Contractor may have.
- (d) The Contractor shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and Standards. The Contractor shall provide Metrolinx, upon request, the results of all internal controls and security audits performed by the Contractor's auditors.
- (e) The Contractor 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 Services. Any such monitoring or verifications shall be without prejudice to any other rights of Metrolinx under this Contract and shall not relieve the Contractor from any of its obligations under this Contract nor shall such verification be used by the Contractor as evidence of effective control of quality.
- (f) The Contractor 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 Contractor shall promptly remedy any violations of this Contract of which it becomes aware, pursuant to any audit or otherwise.

END OF SCHEDULE B

Schedule C – Insurance

Contractor Insurance Requirements

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

1. Commercial General Liability

The policy shall provide a policy limit of not less than two million (\$2,000,000) per occurrence for all claims arising out of bodily injury (including death), personal injury, damage to property of others. Such policy shall not contain any exclusions that conflict with the Services required to be performed under this Contract. The Contractor shall cause the interest of Metrolinx, and such other Person as Metrolinx may determine at its sole and absolute discretion, to be noted on the Contractor Policies hereof as “Additional Insured”. The policy shall contain a cross liability and severability of interest.

1.2 Automobile Liability Insurance

If required, the policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles in connection with the performance of the Services. Coverage shall consist of a combined single limit of not less than two million (\$2,000,000) per occurrence.

24.2 Errors and Omissions Insurance

The policy shall provide errors and omissions insurance including coverage for privacy, infringement of trademark and copyright covering the Services rendered by the Contractor, any Subcontractors or any Contractor Personnel, including personnel on loan to the Contractor who perform normal services of the Contractor under this Contract. The policy shall have a limit of liability of not less than two million (\$2,000,000) per occurrence and in the policy aggregate. The policy shall be maintained throughout the Term, plus thirty-six (36) months after the termination or expiration of this Contract.

24.3 Crime/Employee Theft Insurance

Crime/Employee Theft and Dishonesty Insurance, inclusive of client coverage, in the amount of not less than two-hundred and fifty thousand (\$250,000) per occurrence.

24.4 Additional Coverage

- (a) Without prejudice to any other provisions of this Contract (including Section 1.1 of this Schedule C – Insurance), the Contractor shall, at all relevant times and at its own expense, obtain and maintain, or cause to be obtained and maintained (during the Term plus coverage for an extended reporting period of not less than thirty-six (36) months):

- (i) those insurances that are reasonable for the performance of the type and scope of Services set out by this Contract (including, as applicable, insurance as would typically be required by prudent designers or consultants); and/or
- (ii) those insurances that the Contractor is required to obtain and maintain, or cause to be obtained or maintained, by Applicable Law.

24.5 Requirements for Insurance

- (a) All of Contractor's policies of insurance, as required under this Contract (the "**Contractor Policies**"), shall be taken out with insurance companies licensed to transact business in the Province of Ontario with an AM Best rating of no less than A or equivalent.
- (b) Any deductible or self-insured retention amounts are the responsibility of the Contractor. Notwithstanding the foregoing, such deductibles or self-insured retention must be consistent with standard commercial practice and acceptable to Metrolinx, acting reasonably.
- (c) All Contractor Policies shall be kept in full force and effect during the Term, including any requirements for the period following the Term.
- (d) In the event that the Contractor fails to obtain and/or maintain in full force and effect any such insurance as aforementioned, then Metrolinx shall have the right as the Contractor's true and lawful attorney to do all things necessary for this purpose. The Contractor shall be responsible, and shall reimburse Metrolinx, all amounts paid by Metrolinx for insurance premiums and any and all costs incurred by Metrolinx in connection with this Contract. Without limitation, any premiums due on any insurance policy under this Schedule C – Insurance, but not paid by the Contractor may be paid directly to the insurer(s) or broker(s) by Metrolinx, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the Contractor by Metrolinx either under this Contract or otherwise.
- (e) All Contractor Policies shall be endorsed to endeavor to provide Metrolinx with not less than thirty (30) days' advance written notice of cancellation.
- (f) Irrespective of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the Contractor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof.

24.6 Proof of Insurance

- (a) The Contractor shall, prior to the commencement of the Services, provide to Metrolinx original signed certificates of insurance for the Contractor Policies, confirming that the required coverage has been placed and maintained. In addition, at least fifteen (15) days after the expiry date or replacement of any policy, the Contractor shall provide original signed certificates evidencing renewals or replacements of such policy to Metrolinx, without notice or request by Metrolinx.
- (b) The Contractor shall, upon request, provide evidence to Metrolinx that the premiums associated with the Contractor Policies have been paid; however, receipt by Metrolinx of the above information will in no way constitute confirmation by Metrolinx that the insurance complies with the requirements of this Contract. Responsibility for ensuring that the insurance coverage outlined in this Contract is in place rests solely with the Contractor.
- (c) The Contractor also agrees to provide Metrolinx with proof of errors and omissions insurance maintained by any Subcontractor, where such Subcontractor is under a professional obligation to maintain the same, and with proof of such insurance to be provided to Metrolinx no later than the execution of this Contract by the Contractor and to be in a form and with an insurer acceptable to Metrolinx.

24.7 Contractor's Liability Preserved

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

24.8 Workplace Safety & Insurance Board Protection

- (a) With respect to the WSIB coverage as required under the *Workplace Safety and Insurance Act* (Ontario), the Contractor unconditionally guarantees to Metrolinx full compliance with the conditions, regulations and laws relating to workplace safety insurance by itself and by all Subcontractors.
- (b) Without restricting the indemnity obligations of the Contractor in Article 10 of the General Conditions, the Contractor shall produce, at the commencement of this Contract and from time to time as may be required by Metrolinx, a valid Workplace Safety and Insurance Clearance Certificate, issued by the WSIB, for the premium rate class, subclass or group appropriate to the Services.

END OF SCHEDULE C

Schedule D – Dispute Resolution

1. Bona fide efforts to resolve

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

25. Continuance of the Services During Dispute

Unless expressly directed otherwise by Metrolinx, the Contractor shall not stop or delay the performance of the Services, in whole or in part, on account of a Dispute between the Contractor and Metrolinx or between the Contractor and any other Person. Without limiting the generality of the foregoing, at all times during the course of a Dispute, the Contractor shall:

- (a) continue with the Services in a diligent manner and without delay;
- (b) conform to Metrolinx' decisions and directions; and
- (c) be governed by all applicable provisions of this Contract.

The Parties acknowledge and agree that the Contractor's compliance with this Section 2 shall not operate to waive any claim or contention that the Contractor may have in relation to any Dispute.

26. Tiered-Dispute Resolution

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

27. Negotiation

- (a) In the event a Party issues a Dispute Notice to the other Party, the Director, Information and Information Technology at Metrolinx (or if that position no longer exists at the time the Dispute Notice is issued, the person performing an equivalent function) and an authorized representative of the Contractor, of equivalent seniority and duly appointed to represent the Contractor in this regard, shall meet and make a good faith effort, on a without prejudice basis, to resolve the Dispute as set out in the Dispute Notice in a prompt manner and, for the purpose of same, each Party shall provide its representative with full and timely disclosure of all relevant facts information and documents as may be reasonably required or may be reasonably requested by the other Party, on a without prejudice basis, to facilitate such negotiation.

- (b) Negotiations under this Section 4 shall be commenced within ten (10) Business Days of delivery of a Dispute Notice and shall, unless otherwise agreed by the Parties, be concluded within fifteen (15) Business Days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall issue a joint statement detailing the manner in which the Dispute has been resolved.

28. Mediation

- (a) If a Dispute has not been resolved through high-level negotiation as contemplated in Section 4, either Party may refer the Dispute to be resolved through mediation.
- (b) The Parties shall mutually agree to the appointment of the mediator within thirty (30) Business Days, or within such other time as the Parties may agree, of any Party issuing a supplementary Dispute Notice requesting mediation.
- (c) If the Parties cannot agree on the appointment of a mediator, the appointment of a mediator shall be determined by the Ontario Superior Court of Justice following an application by either Party.
- (d) The mediator shall be independent of and at arm's length to the Parties and shall be a person who by training and experience has the qualifications and the mediation skills to mediate a Dispute.
- (e) Unless the Parties otherwise agree, the mediation shall proceed in accordance with the following procedures:
 - (i) Each Party shall prepare a summary of the issues in dispute, with the Party's position with respect to those issues. The summary shall be delivered to the mediator and the other Parties, at least seven (7) Business Days before the first mediation conference.
 - (ii) The goal of the mediation is to reach an agreed upon settlement and, therefore, all individuals with the appropriate authority to agree to the settlement terms and conditions shall be present at the mediation.
 - (iii) A Party may be represented at the mediation by counsel or another representative at the sole cost of such Party.
 - (iv) The mediator, the Parties and their counsel or representatives shall keep confidential all matters relating to the mediation, except where disclosure of a settlement agreement is necessary to implement or enforce that agreement and except as otherwise required by Applicable Law.

- (v) In all respects, the mediation is deemed to be a “without prejudice” proceeding.
- (f) The costs of the mediator shall be apportioned equally between the Parties unless otherwise agreed under any settlement reached under this Section 5.
- (g) If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing, which will be signed by the Parties. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- (h) Both Parties acknowledge and agree that they may not refer a Dispute for resolution by arbitration under Section 6 prior to attempting to resolve such Dispute through mediation pursuant to this Section 5.

29. Arbitration

- (a) Any Party may, within ten (10) Business Days of the delivery of the mediator’s confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. Subject to Applicable Law, if such a supplementary Dispute Notice is issued, the Parties shall proceed to arbitration in the manner described below.
- (b) If the Parties agree on the arbitrator, the Parties shall jointly appoint the arbitrator as soon as possible and in any event within ten (10) Business Days of the submission of a Dispute to arbitration under this Section 6. If the Parties are unable to agree on an arbitrator, each Party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator acceptable to both of them within ten (10) Business Days of their selection.
- (c) The arbitrator(s) shall be independent of and at arm’s length to the Parties and shall be a person who by training and experience has the qualifications and arbitration skills to arbitrate a Dispute.
- (d) The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, c. 17, except to the extent they are modified by the express provisions of this Schedule D – Dispute Resolution or unless the Parties otherwise agree.
- (e) If the issue in dispute is particularly time sensitive, the Parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process in order that an award may be rendered as soon as practicable by the arbitrator(s), given the nature of the Dispute.
- (f) The arbitrator(s) has the jurisdiction to deal with all matters relating to a Dispute.

- (g) Unless otherwise agreed, the arbitration shall be conducted in the City of Toronto, Province of Ontario at the location determined from time to time by the arbitrators, but the arbitrators may meet in any other place the arbitrators considers necessary for consultation, to hear witnesses, experts or other parties, or for the inspection of documents, goods or other property.
- (h) In addition to the examination of the Parties by each other, the arbitrator(s) may examine, in the ordinary course, the Parties or either of them and the witnesses in the matter referred to the arbitrator(s), and the Parties and witnesses, if examined, shall be examined on oath or affirmation.
- (i) The language of the arbitration shall be English.
- (j) The arbitrator(s) shall, after full consideration of the issues in dispute, the relevant facts and Applicable Law, render a decision as soon as possible and, in any event, shall use all reasonable efforts to render a decision no later than thirty (30) Business Days after argument of the issue to the arbitrator(s), which decision shall be final and binding on the Parties and not subject to appeal or challenge, except such limited relief provided under Section 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991* (Ontario).
- (k) The costs of the arbitration are in the discretion of the arbitrator(s) who, in addition to any jurisdiction and authority under Applicable Law to award costs, has the jurisdiction and authority to make an order for costs on such basis as the arbitrator(s) consider appropriate in the circumstances. The submission to the arbitrator(s), and any award made in pursuance of it, may, at the instance of either of the Parties and without notice to the other of them, be made an Order of the Ontario Court (General Division), pursuant to the *Arbitration Act, 1991* (Ontario) and the *Courts of Justice Act* (Ontario).

END OF SCHEDULE D

Appendix "B" – Scope of Services

List of Contents

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

<u>ITEM NO.</u>	<u>SECTION TITLE</u>
1.0	Scope of Services
2.0	Hours of Work
3.0	Location of Work/Travel Expenses
4.0	Assignment of Work
5.0	Management of Services
6.0	Background
7.0	Job Descriptions

1. Scope of Services

- 1.1 The Contractor shall provide, as required at Metrolinx's request, temporary information technology technical resources on an emergent basis, with minimum experience and qualifications specified, for varying periods of time to perform various assignments.
- 1.2 Job Descriptions for resources are provided for in Section 7.0 below.
- 1.3 In certain circumstances, Metrolinx may need to staff other positions not specified in the Job Descriptions herewith. On these occasions Metrolinx and the Contractor shall mutually agree in writing to the hourly rate for the position.
- 1.4 The Contractor shall provide to Metrolinx only those candidates with a "clear" Criminal Reference Check status for work assignment.

2. Hours of Work

- 2.1 Resources are required to work Monday to Friday during normal office hours which are defined as a seven (7) hour and fifteen (15) minute workday, with a one (1) hour unpaid lunch. Saturdays, Sundays and Statutory Holidays are off days.

3. Location of Work / Travel Expenses

- 3.1 Work will take place in the Greater Toronto Area and may require travel to any Metrolinx office, bus or rail location in the Greater Toronto and Hamilton Area.

4. Assignment of Work

- 4.1 For each assignment Metrolinx will provide the Contractor(s) with a request for a specific resource(s) and the estimated length of time for the assignment.
- 4.2 After performing their screening process, the Contractor(s) will, in response, submit resumes of their top three (3) candidates, along with a candidate evaluation summary.
- 4.3 Metrolinx will upon receipt and review of the Contractor's response, at their sole discretion, either:
 - 4.3.1 Accept a candidate;
 - 4.3.2 Request the Contractor provide additional resumes for the required position(s); or
 - 4.3.3 Decline the resumes provided by the Contractor for the required position, at which time Metrolinx may, at its sole discretion, request another Contractor to provide resumes for the required position(s).

- 4.4 Interviews will be conducted in person by Metrolinx Managers.
- 4.5 Price shall be based on the maximum hourly billing rate for the identified position specified in the Articles of Agreement.

5. Management of Services

- 5.1 The Contractor will assign an account representative who will direct the provision of the Services and maintain ongoing contact with Metrolinx's representative to ensure that issues arising during the provisions of the Services are dealt within an efficient, effective and timely manner.

6. Background

The purpose of the I&IT Project Management Office (PMO) at Metrolinx is to champion consistent Project Management practices to allow Metrolinx to meet its mission and strategic goals.

The I&IT PMO is a strategic functional unit within the Information & Information Technology (I&IT) division which promotes and advances Project Management principles and services for key I&IT projects at Metrolinx.

The I&IT PMO objectives are:

- Deliver projects and programs on-time and within budget.
- Promote best practice standards, quality, and methodologies as part of an overall Project Management discipline.
- Identify, prioritize, and successfully execute a technology portfolio of projects that are aligned with the Metrolinx strategic goals.
- Provide a channel of communication for project status, financial health, risks, issues, and dependencies across projects and business units.
- Build Project Management maturity at the organizational level.

7. Job Descriptions

<u>Item No.</u>	<u>Job Position Title</u>
1.	Senior Project Manager
2.	Project Manager
3.	Senior Program Manager
4.	Program Manager
5.	Project Coordinator
6.	Program/Project Control Officer
7.	PMO Financial Analyst
8.	Change Management Lead
9.	PMO Resource Coordinator
10.	Training Specialist
11.	Vendor Management Analyst
12.	Reporting Analyst
13.	Scheduler

Position:	Senior Project Manager
Minimum years of role specific experience:	15 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; • Current project management certification from a recognized institute (e.g. Project Management Professional (PMP) or PRINCE2); • Leadership, problem solving, interpersonal, and oral/written/presentation skills to lead the analysis, design, development, testing, and implementation of enterprise business solutions across multiple platforms; • Managed projects >\$5M in total project budget, including strong project change management process and implementation experience; • Advanced stakeholder management and communication skills; • Advanced vendor management and project governance experience; • Demonstrated experience in procurement and contract management to initiate tenders, make recommendations for approval, and plan, direct, coordinate and monitor the work of consultants for compliance with user group and Metrolinx standards, policies, and procedures; and • Demonstrated experience with complex projects in both technology and business including management of multi-disciplinary teams; third party software products; successful track record of resolving troubled projects; managing multiple work streams of 5 people or more each. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Manages the project during the initiation, planning, development, testing, implementation and operations transition by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost, scope and performance parameters • Formulates statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof • Defines and documents the objectives for the project; determines budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team • Reports progress of the project on an ongoing basis and at scheduled points in the life cycle • Responsible for ushering the project through Metrolinx's project methodology and governance processes • Works with Sr. PMO leaders to establish project governance and demonstrates proficiency in chairing and presenting at project governance meetings at Director and VP level • Meets in conference with stakeholders and other project managers and states problems in a form capable of being solved • Prepares plans, charts, tables and diagrams to assist in analyzing or displaying problems; works with a variety of project management tools • Tracks projects and initiatives, reviews progress and endorses scope, time or cost changes, allocates funding to section projects and ensures expenditures are tracked to 	

- meet project plans
- Develops accurate project forecasting, budgeting and financial management for each project
 - Prepares with the project team, public tenders such as an RFQ, and evaluates responses as appropriate
 - Develops accurate project procurement plans and schedules that are incorporated in the project budget and overall schedule
 - Develops fulsome project charters, project plans and schedules, that enable controlling and monitoring of the project with timely risk and issue identification
 - Evaluates consultant and contractor performance and prepares post-project evaluation reports
 - Ensuring business benefits are documented and achieved
 - Project sign-off

Position:	Project Manager
Minimum years of role specific experience:	10 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; • Current project management certification from a recognized institute (e.g. Project Management Professional (PMP) or PRINCE2); • Leadership, problem solving, interpersonal skills, and a demonstrated sense of urgency necessary to drive a project to a successful outcome; • Strong oral/and written/presentation skills to lead the analysis, design, and development of enterprise business solutions across multiple platforms; and • Demonstrated experience leading a variety of teams in both technology and business, including blended teams comprised of third party contract; vendor personnel, as well as client personnel or projects entirely comprised of third party contract personnel. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Manages the project during the initiation, planning, development, implementation and operations transition by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost, scope, and performance parameters • Formulates statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof • Defines and documents the objectives for the project; determines budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team • Initiates tenders for IT contracts: defines the objectives; determines budgetary requirements; composition; roles and responsibilities; terms of reference; change orders for contracts; addenda for consultant agreements 	

- Provides administrative, design, editing, technical, and estimating and priority direction through all project stages to vendors, consultants, IT staff, and business personnel assigned to individual project
- Provides administrative, design, editing, technical, and estimating and priority direction through all project stages to vendors, consultants, IT staff, and business personnel assigned to individual projects
- Reports progress of the project on an ongoing basis and at scheduled points in the life cycle
- Meets in conference with stakeholders and other project managers and states problems in a form capable of being solved
- Prepares plans, charts, tables and diagrams to assist in analyzing or displaying problems; works with a variety of project management tools
- Tracks projects and initiatives, reviews progress and endorses scope, time or cost changes, allocates funding to section projects and ensures expenditures are tracked to meet project plans
- Develops accurate project forecasting, budgeting and financial management for each project
- Develops fulsome project charters, project plans and schedules, that enable controlling and monitoring of the project with timely risk and issue identification
- Project sign-off

Position:	Senior Program Manager
Minimum years of role specific experience:	17 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; • Current project management certification from a recognized institute (e.g. Project Management Professional (PMP) or PRINCE2); • PgMP certification is an asset; • Demonstrated progressive experience in program management, planning, budgeting, prioritization and risk management, which preferably includes the deployment or implementation of large scale initiatives; • Managed projects >\$15M in total program budget; • Leadership, problem solving, interpersonal skills, and a demonstrated sense of urgency necessary to drive a project to a successful outcome; • Skilled in financial management to estimate and manage substantial program/project budgets; • Ability to understand and communicate complex business requirements to technology teams; • Skilled in analyzing project needs and determining resources required to meet objectives; • Ability to manage key stakeholder interests, while at the same time managing conflicting priorities and business interests with demonstrated leadership qualities, including conflict and issue resolution; • Problem-solving and decision-making skills plus the ability to think laterally while offering creative solutions; • Exceptional contract, vendor and resource management skills; and • Exceptionally articulate with effective written, oral, presentation and interpersonal skills. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Accountable for the program & project management process and program & project management deliverables, for assigned projects • Responsible for the management and realization of program business benefits • Responsible for the alignment of the corporate business priorities to program deliverables • Responsible for providing direct oversight of the day-to-day work of Project Managers and other Program support staff • Guiding, managing and supporting the delivery of projects and programs to ensure quality, and on-schedule and on-budget completion while supporting a standardized approach to the management of the programs (including governance, alignment, assurance, integration, financial control and planning on multiple inter-related initiatives), in line with project delivery methodology • Complete estimation process for assigned program(s) & project(s) • Monitor interdependencies across projects and the health of program milestones • Measure and monitor progress at clearly defined points in the process to ensure that the project is delivered on time, within budget, and that it meets or exceeds expectations • Responsible for ushering the project through Metrolinx's project methodology and governance processes 	

- Balance project scope, schedule, budget, quality, and risks
- Lead development and/or review of estimates and estimating assumptions for the project's schedule, effort, and cost using established estimating models, best practices, and benchmarks. This includes the configuration management, risk management, project measurement, quality management plans, and sourcing strategies & policies
- Negotiate and issue project documentation as agreed to by the Project Sponsor and involved stakeholders
- Develop and manage a solid scope change order process
- Provide input to the portfolio resource/capacity plan in compliance with the capacity forecasting process
- Identify all project dependencies and risks, ensuring that they are effectively managed.
- Ensure mitigation/contingency plans are in place for identified risks
- Execute project management deliverables within budget and as per the approved project plan, working with business I&IT partners to develop the content of those deliverables
- Control change to project scope through accepted change management processes and documentation
- Investigate, escalate on a timely basis and ensure that all project issues are effectively resolved
- Identify discrepancies between financial forecasts and actuals. If necessary, escalate the discrepancy and adjust scope, schedule, and/or budget
- Develop financial reports and lead financial reviews and advise management in decision making
- Experience in procurement and contract management to initiate tenders, make recommendations for approval, and plan, direct, coordinate and monitor the work of consultants for compliance with user group and Metrolinx standards, policies, and procedures

Position:	Program Manager
Minimum years of role specific experience:	12 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; • Current project management certification from a recognized institute (e.g. Project Management Professional (PMP) or PRINCE2); • PgMP certification is an asset; • Managed projects >\$10M in total program budget; • Skilled in financial management to estimate and manage substantial program/project budgets; • Ability to understand and communicate complex business requirements to technology teams; • Skilled in analyzing project needs and determining resources required to meet objectives Problem-solving and decision-making skills plus the ability to think laterally while offering creative solutions; and • Exceptionally articulate with effective written, oral, presentation and interpersonal skills. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Accountable for the program & project management process and program & project management deliverables, for assigned projects • Guiding, managing and supporting the delivery of projects and programs to ensure quality, and on-schedule and on-budget completion while supporting a standardized approach to the management of the programs (including governance, alignment, assurance, integration, financial control and planning on multiple inter-related initiatives), in line with project delivery methodology • Complete estimation process for assigned program(s) & project(s) • Monitor interdependencies across projects and the health of program milestones • Measure and monitor progress at clearly defined points in the process to ensure that the project is delivered on time, within budget, and that it meets or exceeds expectations • Responsible for ushering the project through Metrolinx's project methodology and governance processes Balance project scope, schedule, budget, quality, and risks • Lead development and/or review of estimates and estimating assumptions for the project's schedule, effort, and cost using established estimating models, best practices, and benchmarks. This includes the configuration management, risk management, project measurement, quality management plans, and sourcing strategies & policies • Negotiate and issue project documentation as agreed to by the Project Sponsor and involved stakeholders • Develop and manage a solid scope change order process • Provide input to the portfolio resource/capacity plan in compliance with the capacity forecasting process • Identify all project dependencies and risks, ensuring that they are effectively managed. • Ensure mitigation/contingency plans are in place for identified risks • Execute project management deliverables within budget and as per the approved project plan, working with business partners to develop the content of those deliverables • Control change to project scope through accepted change management processes and documentation 	

-
- Investigate, escalate on a timely basis and ensure that all project issues are effectively resolved
- Identify discrepancies between financial forecasts and actuals. If necessary, escalate the discrepancy and adjust scope, schedule, and/or budget
- Develop financial reports and lead financial reviews and advise management in decision making

Position:	Project Coordinator
Minimum years of role specific experience:	4 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; and • CAPM or PMP certification an asset; 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Supports definition of the project requirements and the delivery of the project and production of the required products in partnership with the customer and project team • Responsible for directly managing a number of agreed work packages or activities within a project • Contribute to delivering assigned scope on time, on budget and with high quality. Ensure deliverables meet defined requirements • Facilitates planning and scheduling activities under guidance of Project Manager • Deliver required controls, including communication plans, quality plans, issue and action logs, risk management plans, and change control plans • Ensure business and assignment risks are identified, monitored and managed to achieve minimal disruption to delivery and success • Provide regular status reporting to project management team • Contribute to the development of management-level and customer level presentations. • Participate in Project Management community activities • Works across practices to share lessons learned and best practices • Contribute to professional community through production and reusable content from other projects and lessons learned • Ensures that the customer's requirements are met by the project and delivered to the agreed project definition • Is fully accountable for assigned work packages within the project and acts on specific instructions • Work is reviewed at frequent milestones • Use discretion in identifying and solving problems • Performs a broad range of project management-related work • Make recommendations which may impact the work assigned to individuals or phases of projects • Escalate issues and inquiries as appropriate • Coordinates system projects using processes consistent with industry standard project management methodologies (PMBOK and/or PRINCE2) • High level conceptual understanding of IT domains (desktop, server, security, network, apps etc.) • Provides project coordination for large competitive tenders from initial concept through to vendor selection • Strong planning, scheduling, communication and customer facing skills. • Supports the Project Manager with project budget for software and hardware capitalized costs, including software licenses, system hardware, network provisioning, implementation costs, and operational costs 	

Position:	Program/Project Control Officer
Minimum years of role specific experience:	5-6 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; and • CAPM or PMP certification an asset. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Ensuring program & project control procedures and policies within a program or project are executed • Maintaining project schedules • Developing and maintaining issue & risk logs • Maintaining project repositories of documents • Preparing documents for various recurring meetings including minutes, issue logs etc. • Developing presentation documentation as required for project teams • Developing consolidate program or project status reports • Gather, review and provide key program/project data • Responsible for monitoring and reporting on program and/or project thresholds • Facilitates planning and scheduling activities under guidance of Program or Project Manager • Deliver required controls, including communication plans, quality plans, issue and action logs, risk management plans, and change control plans • Assist in building an environment ensuring that team resources have the best conditions to perform successfully • Ensure business and assignment risks are identified, monitored and managed to achieve minimal disruption to delivery and success • Provide regular status reporting to project management team • Contribute to the development of management-level and customer level presentations. • Participate in Project Management community activities • Complies with standard policies and procedures and works across practices to share lessons learned and best practices • Contribute to professional community through production and reusable content from other projects and lessons learned • Ensures that the customer's requirements are met by the project and delivered to the agreed project definition • Use discretion in identifying and solving problems • Performs a broad range of project management-related work • Make recommendations which may impact the work assigned to individuals or phases of projects • Normally follows established work procedures on routine work • Escalate issues and inquiries as appropriate • Awareness of project management methodologies • High level conceptual understanding of IT domains (desktop, server, security, network, apps etc.) • Strong planning, scheduling, communication and customer facing skills. 	

- Significant competency in typical PM and office productivity software (Microsoft Project, Visio, Excel, PowerPoint, Access, etc)
- Strong analytical acumen

Position:	PMO Financial Analyst
Minimum years of role specific experience:	5-6 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; and • CAPM or PMP certification an asset 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Provide financial analysis and reporting on PMO performance including: project modeling, analysis, interpretation and recommendations that support management decision making on key initiatives and deliverables • Accrue partner costs, process partner invoices, create partner purchase order requests, assist in the approval of partner purchase order increase requests, and supply purchase order summaries for partners; consult with other business units on partner costs and reporting • Assist in the provisioning of project schedules, tasks, deliverables, milestones, cost and financial information to aid project control and monitoring • Participate in quality checks and project audits to ensure financial and project standards are followed • Review projects from initiation to closure to help determine obstacles preventing timely delivery of revenue • Act as a liaison with internal and cross-functional teams with priorities on data and project quality • Simultaneously maintain project schedules and project budget forecasts • Acts as a facilitator, mentor and coach to project team members to ensure revenue and forecasting goals are achieved • Track project costs and ensure the reconciliation of information in financial reporting systems and inform project managers of variances • Verify compliance with mandatory deliverables at project close out and ensure project documentation is executed • Assist with on-going review of adherence to project methodology, process and practice • Collaborate with project management team to identify and implement project management best practices • Research and identify opportunities to continually improve project management methods and techniques • Prepare monthly presentations on financial and PMO performance for management meetings 	

- Participate and present required analysis and reporting at PMO meetings.
- Preparation of monthly project scorecards accompanied by detailed commentary on key performance indicators
- Project cost analysis accompanied by recommendations on cost management and project improvements where required
- Provide support to PMO planning team as required
- Ongoing assessment of the project strategy, targets, processes and policies in support of the department's objectives by supporting better management reporting, information flow, and management and business processes
- Detailed review, analysis and progress reporting on large projects and programs within the project management office
- Establish and understand projects in NetSuite and SQL Report Manager
- Ad hoc requests for research, analysis and financial information
- Participate in or lead ad hoc projects as required
- Look for new innovative approaches to improve our PMO processes, data quality and reporting

Position:	Change Management Lead
Minimum years of role specific experience:	10 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; and • PROSCI certification is an asset 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Accountable for managing all deliverables related to the people side of the program/project – which is the adoption to the change among all stakeholders impacted. This includes changes caused by the project solution to business processes, systems and technology, job roles and organization structures • Create and implement change management plans that minimize employee resistance and maximize employee engagement • Work with the project team and business leadership to drive faster adoption, greater ultimate utilization and higher proficiency on the changes impacting employees in the organization such that stated project business results are achieved • Apply a structured change management approach and methodology to deliver or manage the completion of a number of deliverables, which may include: <ul style="list-style-type: none"> ○ Provide regular status reports to the PM (including deliverables status, risks, issues...) ○ Attend team lead meetings (regular and ad-hoc as required) ○ Manage and maintain Change Management documentation ○ Supports the PM in Project Team effectiveness activities ○ Support the PM in Lessons Learned exercise(s) • Conduct assessments as required to determine: the change impact and change readiness across impacted stakeholder groups; leadership support and readiness • Develop a change management strategy based on a situational awareness of the details of the change and the groups being impacted by the change • Create a Communication Strategy that will outline all elements of communication required throughout all phases of the project • Create and Manage a Communication Plan that details all work, accountabilities and logistics for developing and delivering all communication deliverables • Create a Training Strategy and Plan that will address all required people, process and technology elements in scope for the project. This includes logistics planning for preparation and delivery of training and training materials • Delivery of training and/or training materials • Conduct first and second level training evaluation 	

Position:	PMO Resource Coordinator
Minimum years of role specific experience:	6 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • Bachelor’s degree in Computer Science or a related field with a minimum of 6 years of related experience; • Project Management Professional (PMP) certification is preferred; • Good knowledge and practical experience project planning, scheduling and management; • Ability to effectively monitor the development of several projects simultaneously; and • Must be a self-starter and can work independently. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Assist the PMO in coordinating program and project related activities including resource management, monitoring and reporting on all I&IT capital projects, create reports, analyze information and problem solving • Assist in the development of the resource capacity planning and ongoing resource management as related to I&IT capital projects • Assist with executing the Procurement process related to contract resources for I&IT capital projects • Prepare reports and co-ordinate activities related to the project reporting. • Assist with financial analysis • Assist with reporting on the utilization of all I&IT project resources within the I&IT division • Prepare and submit consolidated periodical progress reports (weekly and monthly basis) that encompasses the status of each project within the PMO • Prepare the documentation of all meeting minutes as required 	

Position:	Training Specialist
Minimum years of role specific experience:	6 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Performs training needs analysis • Provides application and product training to both technical and non-technical users; • Develops, designs and delivers training material to both technical and non-technical users • Delivers training on specified packages and platforms • Excellent organizational skills, oral and written communication skills, presentation skills, and interpersonal skill • A team player with a proven track record for meeting strict deadlines • Implements system solutions by defining constraints and issues related to training and identifying options to minimize the risks • Designs and develops training; ensuring training content and materials are of acceptable quality, conforming to standards and adherence to IT and user objectives 	

Position:	Vendor Management Analyst
Minimum years of role specific experience:	5 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree in Business; • Minimum three (3) years of experience in vendor management, including management of third-party vendors and contract negotiation within IT; • Two (2) or more years of experience in project control or management in a technology environment are desirable; and • Certified Supply Chain Management Professional designation an asset. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Vendor performance management , preparing and analyzing the aggregate vendor performance reporting monthly, identifying issues, and providing strategic input into the CIO dashboard/IT leadership and VMO governance • Facilitates I&IT strategic vendor relationship management process by producing vendor scorecard and other preparatory requirements for quarterly cycle. Works with vendors directly for required process input • Develops and maintains centralized contract details to proactively manage same and advise on contract risk as part of contract management process. Works directly with procurement as part of contract negotiations with vendor agreements for I&IT's interests. Manages existing procurement vehicles in place for I&IT. Identifies opportunities for new vehicles / process • Collaborates with stakeholders within the I&IT organization and Metrolinx Procurement to help translate functional requests into contract specifications • Assists I&IT subject matter experts with IT vendor evaluation and selection criteria, procedures, and best practice tools and templates 	

Position:	Reporting Analyst
Minimum years of role specific experience:	5 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; • Minimum three (3) years of experience in computer databases management, programming or software development; • Expertise in MS Project, MS PowerPoint, MS SharePoint and other MS Office tools is essential; • Extensive knowledge and experience with Project Management methodologies; • Strong experience with SQL, Oracle, Hyperion, Business Objects and other financial reporting tools is an asset to this role; • Expertise in delivery technologies and data access, including familiarity with metadata, data organization, data quality assessment and data profiling; • Knowledge of statistical methodologies and techniques; • Familiarity with accounting and finance practices and principles; • Excellent written and verbal communication skills; and • Must be a self-starter and can work independently. 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Tracking, analysis, dashboard maintenance, and reporting of health indicators including schedule, scope, and budget for projects and programs • Storing data, creating reports, analyzing reports, creating custom reporting software and sharing findings with various company departments • Analyzes performance and trend analysis to identify areas of weakness the organization can address to improve • Makes recommendations to management to improve performance • Analyze data using standard statistical methods, interpreting the results, and providing written summary of data analyses • Be able to analyze the reports and provide commentary that is user friendly and speaks to the story behind the numbers • Establish strong relationships with internal teams to gain an understanding of their strategies, objectives, and tactics to enhance and develop a comprehensive measurement plan • Share the knowledge of analysis techniques and data coding with other staff • Translate stakeholders requirements into reporting deliverables • Develop performance metrics • Deliver ad hoc reports 	

Position:	Scheduler
Minimum years of role specific experience:	10 years
Any individual proposed to fill this role must possess the following qualifications	
<ul style="list-style-type: none"> • University degree or equivalent experience; • CAPM or PMP certification an asset; • Full understanding of critical path methodology in schedule development and sequencing; • Extremely proficient in MS Projects, MS Excel, MS Office; • Advanced communication, organizational and problem solving skills; and • Must be a self-starter and can work independently 	
Responsibilities may include but are not limited to:	
<ul style="list-style-type: none"> • Serve as the owner of the project schedules and coordinate all inputs, reviews and updates required for a functional schedule • Establish logic, floats and interface for all activities and denote key milestones. • Review actual vs. planned activity, and accurately forecast completion schedules based on diverse information sources which impact scheduling • Work closely with Program Managers to develop and maintain project schedule using database software, and update regularly with progress achieved • Lead the review of the schedule and status of the plan during all phases of the assigned projects • Develop and maintain summary level schedule reports Gantt, PERT, milestone charts, and other program management tools used to support critical path analysis, near-term tasks work authorizations, priority based resource allocations, performance variances, and to support cost/schedule integration • Prepare progress reports and disseminate to key stakeholders, with attention to confidentiality, security and urgency of data • Supports the PMO in the planning, tracking, analysis, and reporting of projects/programs, including dashboard maintenance • Review vendor, sub-contractor and consultant schedule submittals and incorporate into schedule. Identify divergences from plan as established by project team, and communicate related issues and opportunities • Develop schedule version control processes, policies, and procedures and ensures that they are followed on product development schedules • Provide subject matter expertise and day-to-day direction / assistance to others in the development of schedule related methodologies, standards and global coding • Regularly provide risk assessments, analyzing schedule disruptions and determining root cause. Identify strategies for catching up lost time or avoiding potential delays, and opportunities to accelerate completion of the work • Provide earned-value management analysis, and other technical support • Work with project estimators to ensure integration of project plans and to assist in confirming their progress reports 	

Appendix “C” - Metrolinx Services

Metrolinx shall:

- (a) provide the Contractor with general direction in the provision of the Services;
- (b) designate an individual to act as its representative for each assignment of work, who shall transmit instructions to, and receive information from the Contractor. The designate Metrolinx individual will be accountable for the specific assignment of work expenditures; and
- (c) provide access and resources where necessary, make available information and instructions relevant to the Services.

Appendix “D” – Documents

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

<u>ITEM NO.</u>	<u>DOCUMENT TITLE</u>
1.	Sample Articles of Agreement
2.	Contract Performance Appraisal
3.	Sample Parental Guarantee

SAMPLE ARTICLES OF AGREEMENT

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

B E T W E E N

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

- and -

●
(hereinafter the “Contractor”)

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

1. Contract

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

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

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

- (a) The Contractor shall provide labour, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to carry out ●, in accordance with the Scope of Services, attached as APPENDIX “B” (the “Services”).
- (b) The Services are to be provided in accordance with this Agreement.

3. **Contract Price**

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

- (a) ●

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:

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 PARENTAL GUARANTEE

WHEREAS _____, a company incorporated under the laws of _____ (Province/Country) is a subsidiary of _____ (parent company's name)

AND WHEREAS Metrolinx is desirous of entering into Contract No. _____ for with _____.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and the award of Contract No. _____ by Metrolinx to _____, that _____ (parent company) 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.

IT IS UNDERSTOOD AND AGREED that this Contract of guarantee will be interpreted in accordance with the laws of the Province of Ontario, and _____ (parent company) hereby attorns to the jurisdiction of the Courts of the Province of Ontario.

This agreement shall be attached to and form part of Contract No. _____ between _____ and Metrolinx.

IN WITNESS WHEREOF _____ (parent company) has hereunto affixed its corporate seal under the hands of its duly authorized officers in that behalf, this _____ day of _____, 201__.

PARENT COMPANY: _____

(SEAL)

Per: _____
(Signature)

(Print Name)

(Title)

I / We have authority to bind the Corporation