Request for Proposals

For

Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

Request for Proposals No.: P03BJ26601

Date Issued: November 20, 2026

Submission Deadline: As per Section 1.5

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the "RFP") is an invitation by the TTC to prospective Proponents to submit Proposals for the Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for FFD Program as further described in Section A of the RFP Particulars (Part 4) ("the Deliverables").

1.2 Definitions

All other capitalized terms used but not defined in the RFP document have the meanings ascribed to them in the Deliverables (Appendix A), Schedule 1.01 (Definitions), Section 00 72 00 – General Conditions and the Form of Agreement (Appendix B).

"**include**", "**includes**", and "**including**" shall have the same meaning as "including without limitation", "including but not limited to", and "including without limiting the generality of the foregoing", as applicable.

"MERX" means www.merx.com a web based electronic tendering system.

"**Proponent**" means the entity that has submitted a Proposal and includes the Proponent's subcontractors.

"**Proposal**" means the written offer of a Proponent to provide the Solution.

"**Proposed Solution**" or "**Solution**" means the proposed products and services to be provided to the TTC by the Proponent in accordance with its Proposal in alignment with the Deliverables outlined in Appendix A.

"Top-Ranked Proponent" means the Proponent who has the highest cumulative score at the conclusion of the evaluation process set out in the RFP.

"TTC's EUNA Procurement" has the meaning set out in Section 1.3 RFP Contact.

"**Upset limit**" means Total Evaluated Price for Base Term plus applicable contingencies.

For the purposes of the requirements stated in the RFP:

a) "**shall**" or "**must**" indicates to the Proponent that the requirement is mandatory, subject to the provisions of the RFP; and

b) "**should**" indicates to the Proponent that its response to the stated requirement is requested, but is not mandatory, subject to the provisions of the RFP. However, failure of the Proponent to provide a Proposal to meet the stated requirement, either fully or partially, will likely impact the Proponent's scoring.

1.3 RFP Contact

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

Hammas Ali Naik

Senior Procurement Specialist

Email: Hammas.Naik@ttc.ca

To contact TTC in relation to the RFP, Proponents must register with TTC's web based electronic tendering system, EUNA Procurement public portal (formerly Bonfire procurement portal) through the public purchasing portal located at https://ttc.bonfirehub.ca/opportunities/113683 and initiate the communication electronically through the Question-and-Answer function. TTC will not accept any Proponent's communications by any other means, except as specifically stated in the RFP.

1.4 Type of Contract for Deliverables

The Top-Ranked Proponent will be requested to enter into direct Contract negotiations to finalize a Contract with TTC for the provision of the Deliverables. The terms and conditions contained in the documents listed in sub-section 2.6.2 of the RFP document, will form the basis for commencing negotiations between TTC and the Top-Ranked Proponent.

It is TTC's intention to enter into a Contract with only one (1) legal entity.

The TTC expects negotiations on the terms of the Contract to be limited to such adjustments as may be desirable to facilitate the provision of the Deliverables as intended. The TTC does not intend to entertain substantial changes to the principal terms of the documents listed in sub-section 2.6.2 of the RFP document.

The term of the Contract is to be for a period of two (2) years (Year 1 and Year 2 the "Base Term"), with an option in favour of the TTC to extend the Contract on the same terms and conditions for three (3) additional one (1) year period.

Where pricing is requested for a set period of time, the TTC reserves the right, at its sole discretion, to award a Contract for the entire period or a partial period, with the option to extend for an additional period at any time prior to the expiration of the Contract at the Proposal pricing.

1.5 RFP Timetable

The RFP timetable is tentative only and may be changed by TTC at any time.

Issue Date of the RFP	**Friday, November 20, 2026**
Deadline for Issuing Addenda	Monday, December 7, 2026
Submission Deadline	**Wednesday, December 16, 2026 2:00:00 PM Toronto time**
Rectification Period	Two (2) Business Days from the date and time rectification notice is issued.
Anticipated Ranking of Proponents	February 2027
Negotiation Completion[1]	30 Calendar Days
Anticipated Execution of Contract	Monday, March 1, 2027

[1]Refer to sub-section 2.6.4 Failure to Enter into Contract.

1.6 Submission of Proposal

1.6.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted through the TTC's EUNA Procurement public portal located at:

https://ttc.bonfirehub.ca/opportunities/113683

Submissions by other methods will not be accepted.

Each Proponent shall be solely responsible for the delivery of its Proposal in the manner and time prescribed.

Any Proposal transmitted by facsimile or sent by any other means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in the RFP.

Any Proposal submitted later than the Submission Deadline shall not be accepted by EUNA Procurement.

For any technical questions related to any Proposal submitted, the Proponent should contact EUNA Procurement located at support.bonfire@eunasolutions.com or visit EUNA Procurement's help forum located at https://customer.eunasolutions.com/s/knowledge-hub/bonfire-hub.

1.6.2 Proposals to be Submitted on Time

Any Proposal must be uploaded and finalized on or before the Submission Deadline.

Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that each Proponent allow sufficient time of at least one (1) hour before the Submission Deadline to upload documents and finalize its Proposal submission. Any Proponent making Proposal submission near the deadline do so at their own risk. The determination of whether the Proposal is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by the EUNA Procurement system server, whether or not accurate.

Each Proponent will receive an email confirmation receipt with a unique confirmation number upon finalizing its Proposal submission.

1.6.3 Proposals to be Submitted in Prescribed Format

Proposal materials should be prepared in the file formats listed under Requested Information for the RFP in the TTC's EUNA Procurement public portal.

The maximum upload file size is 1000 MB.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

1.6.4 Proposal Submission Checklist

1) Each Proponent must submit all of the following submission forms:

.1 Appendix C – Proponent Submission Form.
.2 Appendix D – Mandatory Technical Requirements Submission Form.
.3 Appendix E – Corporate Summary Form.
.4 Appendix F – Proposed Key Staff Summary Form.
.5 Appendix G – Proposed Work Methodology.
.6 Appendix H – Price Schedule.
.7 Appendix J – Joint Venture (If applicable).

1.6.5 Amendment of Proposals

Prior to the Submission Deadline, a Proponent may amend its Proposal submitted following the steps described under the help forum located at https://customer.eunasolutions.com/s/knowledge-hub/bonfire-hub.

1.6.6 Withdrawal of Proposals

At any time throughout the RFP process until the execution of the Contract for provision of the Deliverables, a Proponent may withdraw a submitted Proposal. To withdraw a submitted Proposal prior to the Submission Deadline, a Proponent should un-submit the Proposal through the TTC's EUNA Procurement public portal. To withdraw a submitted Proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

TTC will conduct the evaluation of Proposals and negotiations in the following stages:

2.2 Stage 1 – Mandatory Submission Requirements

Stage 1 will consist of the following two sub-stages:

2.2.1 Stage 1 (i) – **Mandatory Forms Submission Requirements (Pass/Fail)**

Stage 1 (i) will consist of a review of each Proposal to determine whether the Proposal complies with all of the mandatory forms' submission requirements. If a Proposal fails to satisfy all of the mandatory forms' submission requirements, TTC will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. For further details, refer to Section 2.2.3 Rectification Period. The mandatory forms submission requirements are set out in Section C of the RFP Particulars (Part 4).

2.2.2 Stage 1 (ii) – **Mandatory Technical Requirements (Pass/Fail)**

Stage 1 (ii) will consist of a review of each Proposal to determine whether the Proposal meets all the mandatory technical requirements as set out in Section D of the RFP Particulars (Part 4). Questions or queries on the part of TTC as to whether a Proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 (Part 3). Any Proposal that does not demonstrate compliance with the mandatory technical requirements will be excluded from further consideration.

2.2.3 Rectification Period

If the Stage 1 requirements stated in 2.2.1 are not satisfied within a Proposal, the Proponent will be notified and will be given the amount of time, as stated in Section 1.5 RFP Timetable, to rectify the Proposal. The Rectification Notice will state the date and time that the rectification notice response is due. Any Proponent failing to satisfy any rectification request, the Proponent's Proposal will be excluded from further consideration.

2.2.4 Non-Rectifiable

The content contained within the following appendices is non-rectifiable:

- Appendix H – Price Schedule

2.3 Stage 2 – Rated Criteria

The TTC will evaluate each qualified Proposal on the basis of the non-price rated criteria as set out in Section E of the RFP Particulars (Part 4).

A Proponent must receive a minimum score of 59.50 points (70%) or greater out of the 85 total available points in Stage 2 in order to be eligible to participate in subsequent stages in the evaluation process. The three (3) highest scoring qualified Proponents will be short-listed and

will proceed further in the RFP process. TTC, reserves the right, at its sole discretion, to waive the Stage 2 minimum threshold of 70% in the event that less than three (3) or none of the Proponents meet the minimum threshold of 70% and, instead, allow the three (3) highest scoring Proponents from Stage 2 to participate in subsequent stages in the evaluation process.

2.4 Stage 3 – Pricing

Stage 3 will consist of a scoring of the submitted pricing of each qualified Proposal in accordance with the price evaluation method set out in Part 4, Section E, Stage 3 – Pricing. The pricing (Appendix H – Price Schedule) will be opened in Stage 3. For greater certainty, the pricing shall remain sealed until Stage 3 and all rated criteria from Stage 2 have been completed.

2.5 Stage 4 – Ranking of Proponents

2.5.1 Ranking of Proponents

After the completion of Stage 3, all of the scores from Stage 2 and Stage 3 will be added together, and the shortlisted Proponents will be ranked based on each of their total scores. The Top-Ranked Proponent will receive a written invitation to enter into direct Contract negotiations to finalize the Contract with the TTC.

2.5.2 Tie Score

In the event of a tie for the Top-Ranked Proponent in the overall ranking of the Proponents based on total scores (to the second decimal place), the Top-Ranked Proponent will be determined by the scores in Stage 2 Rated Criteria. If the result is still a tie, the evaluation committee will conduct a coin toss to determine the Top-Ranked Proponent.

2.6 Stage 5 – Contract Negotiations and Form of Agreement Review Submission Form

2.6.1 Contract Negotiation Process

Any negotiation will be subject to the process rules contained in the terms and conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a Contract on the part of the TTC or the Proponent, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Contract. The terms and conditions contained in Appendix B – Form of Agreement and the documents listed in sub-section 2.6.2 of the RFP document and referenced in Form of Agreement Review Submission Form (Appendix K) will form the basis for the commencement of the negotiations between the TTC and the Top-Ranked Proponent. Negotiations may include requests by TTC for supplementary information from the Proponent to verify, clarify, or supplement the information provided by the Proponent in its Proposal or to confirm the conclusions reached in the evaluation, and requests by TTC for improved pricing or performance terms from the Proponent. As part of the negotiations and to ensure the best value, the TTC reserves the right to request removal or deletion of certain pricing as set out in Appendix H – Price Schedule, and to award a Contract for all or some of the items listed in Appendix H – Price Schedule.

2.6.2 Form of Agreement Review Submission Form

The Form of Agreement Review Submission Form (Appendix K) will be shared with the Top-Ranked Proponent with the invitation to negotiate. If the Top-Ranked Proponent has any

comments or proposes any revisions to Appendix B – Form of Agreement or any of the following documents, it will be required to complete and submit Appendix K – Form of Agreement Review Submission Form:

- Appendix A – The Deliverables.
- Appendix 2 – Schedule 9.02 – Privacy.
- Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements.
- Section 00 72 00 – General Conditions.
- Section 00 73 00 – Supplementary Conditions.

The Proponent shall utilize Form of Agreement Review Submission Form (Appendix K) by blacklining the original wording of the applicable document and replace the original wording with the proposed new wording.

2.6.3 Time Period for Negotiations

The TTC intends to conclude negotiations and finalize the Contract with the Top-Ranked Proponent during the Contract Negotiation Period, commencing from the date the TTC invites the Top-Ranked Proponent to enter negotiations. A Proponent invited to enter into negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section F of the RFP Particulars (Part 4), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.6.4 Failure to Enter into Contract

If the pre-conditions of award listed in Section F of the RFP Particulars (Part 4) are not satisfied or if the TTC and the Top-Ranked Proponent cannot conclude negotiations and finalize the Contract for the Deliverables within the Contract Negotiation Period, the TTC may, at its sole discretion, extend the Contract Negotiation Period for an additional fifteen (15) calendar days or discontinue negotiations with the Top-Ranked Proponent and invite the next-highest-ranked Proponent to enter into negotiations. This process will continue until a Contract is finalized, until there are no more Proponents remaining that are eligible for negotiations, or until TTC elects to cancel the RFP.

2.6.5 Notification of Negotiation Status

Other Proponents that may become eligible for Contract negotiations may be notified at the commencement of the negotiation process with the Top-Ranked Proponent.

2.6.6 Contract Signing Process

Once the pre-conditions of award listed in Part 4, Section F are satisfied and once the TTC and the Top-Ranked Proponent have concluded negotiations and finalized the Contract for the Deliverables, the TTC and the Top-Ranked Proponent will execute the finalized version of the Appendix B – Form of Agreement.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

A Proponent who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in the RFP, including Appendix B - Form of Agreement, either as part of its Proposal or after receiving notice of selection, may be disqualified. If a Proponent is not disqualified despite such changes or qualifications, the provisions of the RFP, including the Appendix B - Form of Agreement, will prevail over any such changes or qualifications in the Proposal. For greater clarity, a Proponent may propose alternative terms to those set out in the documents listed in sub-section 2.6.2 of the RFP document for the purpose of negotiations, but such proposed alternative terms will be subject to any provisions in the RFP (including the Appendices) restricting the scope of negotiation.

3.1.2 Proponents to Follow Instructions

Each Proponent should structure its Proposal in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a Proposal should reference the applicable section numbers of the RFP.

3.1.3 Proposals in English

All Proposals are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Information in RFP Only an Estimate

The TTC makes no representation, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to each Proponent the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to the RFP.

3.1.6 Proponents to Bear Their Own Costs

Each Proponent will bear all costs associated with or incurred in the preparation, submission, presentation, clarification, evaluation and negotiation of its Proposal, including, if applicable, costs incurred for interviews, demonstrations, meetings or Contract negotiations.

3.1.7 Proposal to be Retained by TTC

The TTC will not return the Proposal or any accompanying documentation submitted by a Proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The TTC makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Contract to be negotiated with the Top-Ranked Proponent will not be an exclusive Contract for the provision of the Deliverables. TTC may Contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Past Performance

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Each Proponent should promptly examine all of the documents comprising the RFP and may direct any question or seek additional information in writing in accordance with section 1.3 RFP Contact. No such communications are to be directed to anyone other than the RFP Contact. The TTC is under no obligation to provide additional information, and the TTC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of each Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The TTC is not responsible for any misunderstanding on the part of any Proponent concerning the RFP or the RFP process.

3.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by addendum in accordance with this section. If the TTC, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by an addendum posted through the TTC's EUNA Procurement public portal. Each addendum forms an integral part of the RFP and may contain important information, including significant changes to the RFP. Each Proponent is responsible for obtaining all addenda issued by the Public Notice function of the TTC through TTC's EUNA Procurement public portal.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the TTC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the TTC may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating any Proposal, the TTC may request further information from the Proponent or any third party in order to verify, clarify, or supplement the information provided in the Proponent's Proposal including, but not limited to, clarification with respect to whether the Proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Part 4). The TTC may revisit, re-evaluate, and rescore the Proponent's Proposal or ranking based on any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once a Contract is executed by the TTC and a Proponent, the other Proponents may be notified directly in writing and will be notified through Merx of the outcome of the RFP process.

3.3.2 Debriefing

Any Proponent may request a debriefing after receipt of a notification of the outcome of the RFP process. All debriefing requests must be in writing to the RFP Contact and must be made within sixty (60) calendar days of the notification of the outcome of the RFP process.

3.3.3 Procurement Protest Procedure

If a Proponent wishes to challenge the RFP process or its outcome, it shall provide written notice to the RFP Contact. As an agency of the City of Toronto (City), the TTC will employ the City's bid dispute process which is publicly available at the link 8f6e-Pre-Award-and-Post-Award-Dispute-Procedures.pdf. For this purpose, the City titles shall be defined as follows: The City shall be the TTC; the Chief Purchasing Officer shall be the TTC's Head, Procurement and Category Management; the City Solicitor shall be the TTC's General Counsel; and the Treasurer shall be the TTC's Chief Financial Officer.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

(a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage including, but not limited to, (i) having, or having access to, confidential information of TTC in the preparation of its Proposal that is not available to other Proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a Contract for the Deliverables, the Proponent's other commitments, relationships, or financial interests, (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The TTC may disqualify any Proponent for any conduct, situation, or circumstances, as determined by the TTC, in its sole discretion, to constitute a Conflict of Interest.

3.4.3 Disqualification for Prohibited Conduct

The TTC may disqualify any Proponent, rescind an invitation to negotiate or terminate a Contract subsequently entered into with the Proponent, if TTC determines that the Proponent has engaged in any conduct prohibited by the RFP.

3.4.4 Prohibited Proponent Communications

No Proponent shall engage in any communication that could constitute a Conflict of Interest and each Proponent should take note of the Conflict of Interest declaration set out in the Proponent Submission Form (Appendix C). In addition, except with the RFP Contact, no Proponent shall discuss or communicate, either verbally or in writing, with any employee, officer, agent, elected or appointed official, or other representative of the TTC in relation to the RFP between the time of the issuance of the RFP to the award of a Contract.

3.4.5 Proponent Not to Communicate with Media

No Proponent shall, at any time, directly or indirectly, communicate with the media in relation to the RFP or any Contract entered into pursuant to the RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Chapter 140, Lobbying, of the City of Toronto Municipal Code shall apply to the RFP. No Proponent shall, in relation to the RFP or the RFP process, including, but not limited to, the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Top-Ranked Proponent.

3.4.7 Illegal or Unethical Conduct

No Proponent shall engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. No Proponent shall engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representative of the TTC, deceitfulness, submitting any Proposal containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in the RFP.

3.4.8 Past Performance or Past Conduct

The TTC may prohibit a person or an entity from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process including, but not limited to, the following:

(a) Illegal or unethical conduct as described above.

(b) The refusal of the supplier to honour its submitted pricing or other commitments.

(c) Any conduct, situation or circumstance determined by the TTC, in its sole discretion, to have constituted an undisclosed Conflict of Interest.

(d) Unsatisfactory performance review.

3.5 Confidential Information

3.5.1 Confidential Information of TTC

All information provided by or obtained from the TTC in any form in connection with the RFP either before or after the issuance of the RFP:

(a) is the sole property of the TTC and must be treated as confidential.

(b) is not to be used for any purpose other than replying to the RFP, participating in the RFP process, and performing under any subsequent Contract for the Deliverables.

(c) must not be disclosed without prior written authorization from the TTC; and

(d) must be returned by the Proponent to the TTC immediately upon the request of the TTC.

3.5.2 Confidential Information of Proponent

Each Proponent shall identify any information in its Proposal, or any accompanying documentation, supplied in confidence for which confidentiality is to be maintained by the TTC. The confidentiality of the information will be maintained by the TTC, except as otherwise required by the Municipal Freedom of Information and Protection of Privacy Act (Ontario), any other applicable law, or by order of a court or tribunal. Each Proponent is advised that its Proposal will, as necessary, be disclosed, on a confidential basis, to consultants retained by the TTC to advise or assist with the RFP process, including the evaluation of Proposals. If a Proponent has any question about the collection and use of personal information pursuant to the RFP, any question is to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

The RFP process is not intended to create and will not create a formal, legally binding procurement process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a) the RFP will not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process Contract or collateral Contract; and

(b) neither the Proponent nor the TTC will have the right to make any claim (in Contract, tort, or otherwise) against the other with respect to the award of a Contract, failure to award a Contract, or failure to honour any Proposal submitted in response to the RFP.

3.6.2 No Contract until Execution of Written Contract

The RFP process is intended to identify prospective supplier(s) for the purposes of negotiating potential Contract(s). No legal relationship or obligation regarding the procurement of any good or service will be created between any Proponent and the TTC by the RFP process until the successful negotiation and execution of a written Contract for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in any Proposal will be non-binding prior to the execution of a written Contract, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the evaluation or ranking or the decision of the TTC to enter into a Contract for the Deliverables.

3.6.4 Cancellation

At any time, the TTC may cancel or amend the RFP process without liability.

3.7 Governing Law and Interpretation

The terms and conditions of the RFP Process (Part 3):

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

PART 4 – RFP PARTICULARS

A. THE DELIVERABLES

The Deliverables consist of the services required to provide Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program, refer to The Deliverables – (Appendix A).

By submission of a Proposal in response to the RFP, the Proponent is agreeing to comply with the requirements identified in Appendix A, at the prices identified in the Proponent's Proposal submitted in Appendix H – Price Schedule if selected as the Contractor.

B. MATERIAL DISCLOSURES

RFP Appendices

1) Appendix A – The Deliverables, including Appendix 1, 2, 3, 4 and 5
2) Appendix B – Form of Agreement
3) Appendix C – Proponent Submission Form
4) Appendix D – Mandatory Technical Requirements Submission Form
5) Appendix E – Corporate Summary Form
6) Appendix F – Key Staff Summary Form
7) Appendix G – Proposed Work Methodology
8) Appendix H – Price Schedule
9) Appendix I – Rate Card
10) Appendix J – Joint Venture (If Applicable)
11) Appendix K – Form of Agreement Review Submission Form

C. MANDATORY FORMS SUBMISSION REQUIREMENTS

1. Proponent Submission Form (Appendix C)

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

2. Mandatory Technical Requirements Submission Form (Appendix D)

Each Proposal must include a completed Appendix D – Mandatory Technical Requirements Submission Form that complies with the instructions contained in the RFP and within the Appendix D, and that provides all requested information.

3. Rated Criteria

Each Proposal must include the completed appendices that complies with the instructions contained in the RFP and within the appendices, and that provides all requested information.

(a) Appendix E – Corporate Summary Form

Note: If the Proposal submitted is by a joint venture, one Corporate Summary should be completed that includes all requested information for each Joint Venture participant. Under "Relevant Corporate Experience" the Joint Venture must adhere to the total maximum number of projects indicated below and not submit the maximum projects for each Joint Venture participant.

(b) Appendix F – Key Staff Summary Form

(c) Appendix G – Proposed Work Methodology

4. Price Schedule (Appendix H)

Each Proposal must include a completed Appendix H – Price Schedule that complies with the instructions contained in the RFP and within the Appendix H, and that provides all requested pricing information.

5. Rate Card (Appendix I) – Optional

Rate Card (Appendix I) is not for evaluation purposes and is for Contract administration/information purposes only. Proponents are encouraged to complete this appendix, in accordance with the instructions contained in the RFP and within the Appendix I, with hourly rate information for the proposed project team positions that may be required during the term of the Contract for additional/supplementary work of data migration.

6. Joint Venture (Appendix J) – (If Applicable)

If a joint venture is proposed:

The joint venture shall state in its Proposal the joint venture arrangements that form the basis on which the joint venture plans to carry out its obligations under the Contract. The joint venture shall not change its joint venture arrangement during the RFP process or, if awarded a Contract, during the Contract term, without the prior written approval of the TTC.

One of the joint venture participants shall be nominated as being in charge during the RFP process and, in the event, the joint venture is identified as the Top-Ranked Proponent, during finalization of the Contract (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. Each joint venture participant shall demonstrate its authorization of the Participant in Charge by submitting with their Proposal a power of attorney, or similar document, signed by a legally authorized representative of the joint venture participant.

All participants of the joint venture shall be legally liable, jointly and severally, during the RFP process and for carrying out the obligations pursuant to the Contract terms and conditions.

D. MANDATORY TECHNICAL REQUIREMENTS

As previously stated, each Proponent must submit the Appendix D – Mandatory Technical Requirements Submission Form. The Mandatory Technical Requirements Submission Form (Appendix D) includes the mandatory technical requirements that each Proponent must demonstrate compliance with before rated criteria can be considered. Failure of any Proponent to adequately meet these requirements will result in disqualification of its Proposal.

Note: Each Proponent must submit the requested proof, supporting documentation, certification, accreditation, as applicable, as an attachment to Appendix D.

E. RATED CRITERIA

1. Standard Scoring Scale

For evaluation criteria, points will be awarded based on completeness and quality of the Proposal and the degree to which the Proponent addresses the key criteria listed.

The following scale will be applied to all Rated Criteria contained in the evaluation, unless otherwise noted. Each score will be a whole number (0 to 10).

Rated Criteria are scored using the scoring scale below that will be identified in each section.

Rating	Score	Description	% of Allocated Points
Does not meet	0	No response. Did not address any of the requirements.	0
Inadequate Response	1	Response demonstrates little knowledge of the subject matter according to the evaluation criteria and provides little structure or detail. It would be difficult or impossible to implement based on the response.	10
Poor Response	2	The response demonstrates little knowledge of the subject matter according to the evaluation criteria and provides limited level of detail and significantly lacking in critical areas.	20
Weak Response	3	The response demonstrates limited knowledge of the subject matter according to the evaluation criteria and does not satisfy the minimum intent of the requirement. Significant gaps or weaknesses exist in critical areas.	30
Limited Response	4	The response demonstrates some understanding of the subject matter according to the evaluation criteria but does not satisfy the minimum intent of the requirement. The response contains notable gaps, weaknesses, or insufficient detail.	40

Rating	Score	Description	% of Allocated Points
Response Below Expectations	5	The response demonstrates very limited knowledge and barely meets the minimum intent of the requirement and does not demonstrate a thorough understand of the subject matter.	50
Satisfactory Response	6	The response demonstrates a basic knowledge of the subject matter and addresses the requirement according to the evaluation criteria.	60
Good Response	7	The response provides a clear, concise and thorough knowledge of the subject matter without any deficiencies according to the evaluation criteria.	70
Very Good Response	8	The response provides a clear, concise and thorough knowledge of the subject matter without any deficiencies according to the evaluation criteria. A high level of detail is provided in order to support the response's claims.	80
Excellent Response	9	The response is comprehensive, satisfies the intent of the requirement according to the evaluation criteria and demonstrates very good knowledge of the subject matter and adds additional value over and above the original requirements that would be beneficial to TTC.	90
Superior Response	10	The response is comprehensive, fully satisfies the intent of the requirement according to the evaluation criteria and demonstrates superior knowledge of the subject matter and adds additional value over and above the original requirements that provides distinct added value to the TTC.	100

2. Score Calculations

Scores are calculated based on the % of allocated points/weighting assigned to the criterion.

For example, if a Proponent obtains a score of 7 out of 10 in the evaluation, and the criterion is worth 10 overall points/weight, then the score is equal to 70% of the 10 overall points/weight which is equal to 7 overall points/weight.

The final cumulative weighted score will be rounded to the second decimal place *(*e.g., 10.00).

3. Evaluation Stages and Weights

The chart below sets out the categories, weightings, and descriptions of the rated criteria of the RFP. A Proponent must receive a minimum score of 59.50 (70%) or greater out of the total 85 available points in Stage 2 – Rated Criteria to be deemed qualified to proceed to Stage 3 of the evaluation. Any Proponent who does not meet a minimum threshold score for Stage 2 will not proceed to Stage 3 of the evaluation process and will not be evaluated further. All Proposals will be evaluated during Stage 1, Stage 2 and Stage 3 in accordance with the criteria set out below.

Stage	Weighting (%)	Available Points	Minimum Threshold
Stage 1: Mandatory Technical Requirements	**N/A**	**N/A**	**Pass/Fail**
Stage 2: Rated Criteria	**85**	**85**	70% 59.50 out of 85 overall points)
1. Corporate Qualifications	30	30	
2. Key Staff Summary Form	30	30	
3. Proposed Work Methodology	25	25	
Stage 2: Evaluation Gate – Top three (3) Proponents meet minimum threshold from Stage 2 scores move forward			
Stage 3: Pricing	**15**	**15**	N/A
1. Total Evaluated Price for Base Term	15	15	
Total	**100**	**100**	

3.1 Stage 2 – Rated Criteria – 85 Overall Points (Minimum score, 70% of overall points)

Stage 2 will consist of an evaluation of the Proposal content found in the Rated Criteria.

(a) Corporate Qualifications – 30 Points

The section will consist of the evaluation of the Proponent's response provided in Appendix E – Corporate Summary Form. The Proponent is encouraged to review the associated appendix for additional information.

(b) Key Staff Summary Form – 30 Points

The section will consist of the evaluation of the Proponent's response provided in Appendix F – Key Staff Summary Form. The Proponent is encouraged to review the associated appendix for additional information.

(c) Proposed Work Methodology – 25 Points

The section will consist of the evaluation of the Proponent's responses provided in Appendix G – Proposed Work Methodology. The Proponent is encouraged to review the associated appendix for additional information.

3.2 Stage 3 – Pricing – 15 Overall Points

a. Instructions on How to Provide Pricing

Each Proponent should provide the information requested in accordance with sub-section c below ("Required Pricing Information") by completing Appendix H – Price Schedule and including it in its Proposals.

b. Evaluation of Pricing

The pricing will be evaluated based on the total evaluated price of the Base Term.

Extended amounts of all items will be added together and the total estimated cost for the Base Term shall be arrived at to determine the Total Evaluated Price for the Base Term.

Pricing will be scored based on a relative pricing formula using the rates set out in the Appendix H – Price Schedule. Each Proponent will receive a percentage of the Total Overall Points allocated to price, which will be calculated in accordance with the following formula:

(Lowest Total Evaluated Price for Base Term ÷ Proponent's Total Evaluated Price for Base Term) × Weighting = Proponent's Pricing Points

c. Required Pricing Information

Each Proponent must complete the attached Appendix H – Price Schedule in accordance with the instructions contained in Appendix H.

F. PRE-CONDITIONS OF AWARD

The following pre-conditions of award must be satisfied prior to executing a Contract, otherwise section 2.6.4 Failure to Enter into Contract will apply:

1) Proof of Insurance: The successful Proponent must provide a valid certificate of insurance as required before a Contract is executed. The proof of the insurance coverage shall meet the insurance requirements set out in 00 73 00 Supplementary Conditions, SC2 – Insurance Requirements.

2) Proof of Information Security Compliance: The successful Proponent must provide valid and current evidence of the indicated cybersecurity control attestation reports or certifications in Appendix D – Mandatory Technical Requirements Submission Form. The proof of Information Security Compliance shall meet the Security Requirements set out in sub-section 1.2 of Appendix 3 – Schedule 9.03 - TTC Standard Security and Business Continuity Requirements.

a. If the Proponent indicates that it possesses the ISO/IEC 27001 certificate, during the Contract negotiations stage, upon the TTC's request, the Proponent must submit the corresponding Statement of Applicability (SoA).

b. If the Proponent indicates that it maintains a SOC 2 Type II attestation, during the Contract negotiations stage, upon the TTC's request, the Proponent must submit the corresponding SOC 2 Type II audit report. If the SOC 2 Type II audit report period end date is more than six (6) months prior to the Submission Deadline, the Proponent shall provide, in addition to the report, a current bridge (gap) letter attesting that no material changes, control deficiencies, or material weaknesses have occurred that would adversely affect the conclusions of the SOC 2 Type II report or otherwise disclose and describe such changes.

3) Proof of Artificial Intelligence (AI) Certification, Attestation or Supporting Documentation (If Applicable): The successful Proponent must submit valid and current evidence of the AI certification, attestation or supporting documentation identified in Appendix D – Mandatory Technical Requirements Submission Form if the proposed solution includes AI capabilities.

[End of Part 4]

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APPENDICES:

APPENDIX 1 – SCHEDULE 1.01 – DEFINITIONS

APPENDIX 2 – SCHEDULE 9.02

APPENDIX 3 – SCHEDULE 9.03 – TTC STANDARD SECURITY AND BUSINESS CONTINUITY REQUIREMENTS

APPENDIX 4 – TTC LOCATIONS FOR AFTERCARE, POST-INCIDENT AND REASONABLE CAUSE TESTING

APPENDIX 5 – TTC LOCATIONS FOR OFF-SITE DRUG & ALCOHOL TESTING

1 INTRODUCTION

.1 TTC delivers modern, reliable, punctual and safe transportation services to its customers in the Greater Toronto Area, which refers to the City of Toronto and the surrounding four regional municipalities, Durham, Halton, Peel and York. To provide service, the TTC relies on its approximately 18,000 employees, of which 80% are in unionized skilled, semi-skilled and unskilled positions. The remainder of the employees are in clerical, supervisory, and management roles.

2 PURPOSE

.1 The TTC is committed to the health, well-being and safety of its employees and has an overriding obligation to protect the health and safety of all individuals affected by its work as well as protecting the environment in which its employees live and operate. This includes ensuring employees are fit for duty. To minimize the risk of unsafe performance due to illicit drug or alcohol use, or the improper use of medications, employees are expected to report to work fit for duty and to remain fit for duty throughout their workday or shift.

.2 For the purposes of this Appendix A – The Deliverables, the testing and related processes carried out pursuant to the TTC Fitness for Duty Policy are referred to as the Fitness for Duty (FFD) Program (FFD Program).

.3 The TTC has a comprehensive FFD Policy in place to include drug and/or alcohol testing in the following situations:

.1 Employees holding safety-sensitive; specified management; or designated executive positions (Designated Positions) may be tested for alcohol and drugs for reasonable cause and/or for post-incident situations.

.2 New hires applying for Designated Positions must pass a pre-employment (also referred to as certification external hire) drug test, as a final condition of qualification.

.1 Employees applying for a Designated Position who do not currently hold or have not previously held without a break in service, a Designated Position, and who do not hold legacy status by virtue of having been hired into a Designated Position prior to the implementation of pre-employment testing, must successfully pass a pre-employment (also referred to as certification internal hire) drug test.

.3 Employees in the aftercare program may be subject to return-to-duty testing and, where applicable, unannounced aftercare testing (also referred to as post-treatment monitoring or post-violation testing). These testing requirements may be implemented as part of a program supporting recovery from a substance use disorder and/or as a condition of continued employment following a policy violation.

.4 In the case of a positive oral fluid or positive urine drug test, the Contractor shall complete the laboratory analysis, Medical Review Officer (MRO) review, and report the MRO-verified result within the following timeframes, measured from the time of collection:

.1 Target Service Level: Sixty (60) hours.

.2 Maximum Service Level: One hundred and sixty (160) hours.

.5 In the case of a positive oral fluid or positive urine drug test, the Donor may select the option to contest a result within 72 hours of receiving the results by having the split sample tested at a second independent ISO/IEC 17025, accredited laboratory. Laboratories holding Substance Abuse and Mental Health Services Administration (SAMHSA) or Department of Health and Human Services (DHHS) accreditation are preferred and will be considered as an asset. These results shall be reported to the TTC as re-analysis results. Where, “Donor” is an individual providing sample(s) at the point of collection.

.6 In the case of a re-analysis request, the Contractor shall complete and report re-analysis results within the following timeframes, measured from the time of TTC’s authorization of the Donor’s re-analysis request:

.1 Target Service Level: Two hundred (200) hours.

.2 Maximum Service Level: Three hundred (300) hours.

.7 In the case of a negative oral fluid or negative urine drug test, the Contractor shall complete the laboratory analysis and report the result within the following timeframes, measured from the time of collection:

.1 Target Service Level: Fifty (50) hours.

.2 Maximum Service Level: One hundred and forty (140) hours.

.8 The FFD Program does not include testing for contractors at this time, although testing for this group may be introduced in the future.

.9 The Contractor shall maintain the capability to perform Oral Fluid Point-of-Collection Testing (POCT) for drugs , utilizing scientifically accepted screening technologies and procedures. The Contractor shall ensure that POCT services are available for FFD

assessments, post-incident testing, reasonable cause testing and aftercare testing as requested by TTC.

.10 The Contractor shall have documented processes for confirmatory laboratory testing, chain-of-custody management, result reporting, quality assurance, and regulatory compliance.

3 SCOPE OF WORK

.1 Testing Methods:

.1 The testing methods that will be used for the FFD Program shall be as follows:

SITUATION	TEST
Reasonable Cause	Breathalyzer and oral fluid, or urinalysis
Post-Incident	Breathalyzer and oral fluid, or urinalysis
Aftercare	Breathalyzer, urinalysis, and/or oral fluid
Post-Violation	Breathalyzer, urinalysis, and/or oral fluid
Re-Analysis	Urinalysis or oral fluid (limit of detection)
Certification - External Hire	Oral fluid (Marijuana [Tetrahydrocannabinol (THC)] Parent Drug only) and Urinalysis (all other drugs)
Certification - Internal Hire	Oral fluid (Marijuana [Tetrahydrocannabinol (THC)] Parent Drug only) and Urinalysis (all other drugs)

.2 <u>Drugs and Cut-off Levels:</u>

.1 A chart of selected drugs for testing and associated cut-off levels is provided below.

Drug	Drug Oral fluid confirmation cut-off level (ng/mL*)	Urine confirmation cut-off level (ng/mL[1])
THC Metabolite (Marijuana)	N/A	15
THC Parent Drug (Marijuana)	10	N/A
Cocaine Metabolite (Benzoylecgonine)	50	100
Cocaine	50	N/A

Opioids (Codeine, Morphine)	50	2000
Opioids (Hydrocodone, Hydromorphone, Oxymorphone, Oxycodone)	50	100
6-Acetylmorphine	4	10
Phencyclidine (PCP)	10	25
Amphetamines, Methamphetamines, MDMA, MDA, MDEA	50	250
Fentanyl	1	1

[1] An ng/ml means nanograms per milliliter; a nanogram is one billionth of a gram; a milliliter is one thousandth of a litre.

.3 Alcohol Cut-off Levels:

.1 The FFD Program requires that alcohol testing be conducted and reported at two levels:

.1 For all testing, except aftercare or post-violation, a positive alcohol test will be one in which the blood alcohol concentration (BAC) is confirmed at or above 0.04.

.1 The service provider shall immediately notify the TTC by telephone of any alcohol test in which the BAC is confirmed at or above 0.02. Written confirmation must subsequently be provided and included in the comment section of the result letter and any associated reporting documentation.

.2 For aftercare or post-violation testing, a positive alcohol test will be one in which the BAC is confirmed at or above 0.02.

.3 The testing panel and cut-off levels specified herein represent TTC's current requirements. TTC may, during the Contract Term, revise the testing panel, cut-off levels, or related testing requirements based on operational needs, regulatory requirements, applicable industry standards, FFD Program requirements, or other relevant considerations.

.4 TTC will provide the Contractor with written notice of any proposed change. Upon receipt of such notice, the Contractor shall promptly assess the proposed change and advise TTC on any implementation requirements, operational impacts, dependencies, validation requirements, pricing impacts,

and the timeframe required to implement the change. Any adjustment to Contract pricing resulting from a change shall be subject to the applicable change provisions of the Contract and TTC's prior written approval.

.5 TTC will establish an effective date for any approved change to the testing panel, cut-off levels, or related testing requirements. Unless otherwise agreed in writing by TTC and the Contractor, changes shall apply prospectively from the effective date and shall not require previously completed testing or reported results to be re-analyzed, re-tested, or re-interpreted under the revised requirements.

.4 TTC System Requirement:

.1 Functional Requirements:

.1 The Contractor shall:

.1 Provide and maintain a secure information sharing system capable of coordinating testing activities, including scheduling, data submission, chain-of-custody tracking, communications, workflow management, and reporting. The system shall comply with all TTC system, privacy, security, accessibility, business continuity, and data governance requirements set out in this Contract.

.2 Provide automated and manual scheduling and appointment management functionality for all testing activities, including certification internal/external hire, post-incident, reasonable cause, aftercare, and return-to-duty testing at both On-site and Off-site locations. The system shall support appointment creation, booking, modifications, cancellations, scheduling by TTC or on TTC's behalf, and automated appointment reminders.

.3 The Contractor’s system shall support communication and workflow management between the Contractor, TTC staff, laboratories, MROs, and collectors. The system shall support appointment reminders, including automated email reminders, follow-up documentation requests, status updates, notifications, and other administrative communications related to the testing and assessment process.

.4 Provide secure data submission and system integration capabilities to support the collection, exchange, validation, processing, and management of testing information between TTC, collection sites, laboratories, MROs, and other authorized parties.

.5 Provide electronic chain-of-custody management and tracking capabilities from sample collection through laboratory receipt, testing, result reporting,

split specimen handling, and re-analysis. The system shall maintain a complete, traceable, and auditable record of specimen handling and transfers.

.6 Provide secure storage, retrieval, and management of testing records, including test results, chain-of-custody documentation, participant information, correspondence, and supporting records. The system shall maintain both current and historical records.

.7 The Contractor's system shall provide reporting and dashboard capabilities to support TTC's operational monitoring and contract administration requirements, including testing volumes, testing status, turnaround times, service level performance, collector performance, compliance monitoring, and FFD Program statistics. The system shall support scheduled, recurring, ad hoc, and exportable reporting, as applicable to the reporting requirements set out in Section 7 of this Appendix A – The Deliverables.

.2 System Access and Information Management Requirements:

.1 All Contractor provided systems, services, and digital platforms must comply with the TTC's Standard Security and Business Continuity requirements set out in Appendix 3 – Schedule 9.03, as applicable to this Appendix A – The Deliverables.

.2 Throughout the term of the Contract, the Contractor shall maintain any one (1) of the cybersecurity control attestation reports or certifications listed in sub-section 1.2 of Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements as applicable to the in-scope items/services, supporting technology infrastructure, and any sub-service organizations.

.1 In addition to the applicable requirements set out in Appendix 3 – Schedule 9.03, where the proposed solution includes or incorporates Artificial Intelligence (AI) capabilities, the Contractor shall maintain at least one (1) of the following throughout the term of the Contract:

.1 ISO/IEC 42001 Artificial Intelligence Management System (AIMS) certificate, or
.2 CSA STAR for AI Level 2, or
.3 SOC 2 Type II with documented AI governance controls, or
.4 A Model Card for the AI, or
.5 Any other valid industry-recognized third-party certification specific to AI.

.3 In addition to the requirements set out in Appendix 3 – Schedule 9.03, the Contractor's system shall provide secure document management capabilities, including the upload, download, storage, sharing, transmission, retention, and version control of documents. The system shall provide TTC with secure means to submit, receive, and respond to requests for follow-up documentation, including

the upload of additional forms and supporting records.

.3 Compliance and Data Requirements:

.1 Compliance:

.1 The Contractor's system and all associated data handling processes, including data transmission, storage, retention, and disposal, shall comply with applicable TTC policies and all applicable legislation, including Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, as amended from time to time, (PHIPA) and Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended from time to time, (MFIPPA).

.2 The Contractor shall comply with the privacy requirements set out in Appendix 2 – Schedule 9.02 – Privacy.

.3 The Contractor's system shall comply with the Accessible Canada Act, S.C. 2019, c.10, as amended from time to time, the Accessibility for Ontarians with Disabilities Act, 2005, S.O., c.11, as amended from time to time (AODA), and applicable accessibility standards, including Web Content Accessibility Guidelines (WCAG) 2.1 AA requirements, for websites, web applications, and digital content.

.2 Data Retention:

.1 The Contractor's system shall support data retention schedules, legal hold, archival, retrieval, and secure destruction of records in accordance with TTC requirements and applicable legislative and regulatory requirements. Unless otherwise directed by TTC, records shall be retained in accordance with TTC's applicable records retention requirements, currently the current year plus five (5) years (C+5). Where applicable legislation, regulation, accreditation requirements, professional standards, or other legal obligations require a longer retention period, the longer retention period shall apply.

.2 The Contractor shall not destroy any TTC records without TTC's prior written approval. The Contractor shall maintain documented retention and disposal procedures, including disposal methods, disposal authorization controls, and auditability of destruction activities.

.3 The Contractor shall implement and maintain legal hold processes and shall preserve records beyond the applicable retention period (i.e., C+5), where directed by TTC for such purposes including, but not limited to, litigation,

audits, investigations, Freedom of Information requests, regulatory proceedings, or other legal, administrative, or operational requirements.

.3 Data Migration:

.1 Where required, the Contractor's system shall support the secure migration of historical TTC data to the Contractor's system as below:

.1 The Contractor shall support the secure migration of historical TTC data from existing systems to the Contractor's system. Unless otherwise directed by TTC, the migration scope shall consist of FFD Program records, excluding random testing program data, retained in accordance with TTC's applicable records retention requirements which are currently (C+5). Historical data required by TTC shall be retained and made available within the Contractor's system.

.2 The Contractor shall demonstrate experience performing data migration activities involving enterprise, public-sector, historical, or privacy-sensitive data and shall identify key assumptions, dependencies, risks, constraints, resource requirements, and estimated timelines associated with the migration process.

.3 The Contractor shall develop and execute a data migration approach that includes data extraction, cleansing, mapping, conversion, loading, validation, and reconciliation activities to ensure the completeness, accuracy, integrity, and availability of migrated data. The Contractor shall identify and report any migration exceptions, data discrepancies, or records that cannot be migrated, and provide validation results to TTC for review and acceptance.

.4 The Contractor shall implement controls to prevent data loss, duplication, corruption, or unauthorized access during migration activities.

.5 All data migration activities shall comply with TTC privacy, security, and data governance requirements, including PHIPA and MFIPPA.

.2 Data Migration Scope:

.1 For planning purposes only, TTC currently estimates that the migration scope may include:

Item	Information
Migration Scope	C+5, excluding random testing program data
Estimated Number of Test Records	Approximately 45,205 records
Estimated Historical Data Volume	Approximately 226,025 records

Record Types	Test results, result letters, Custody and Control Forms (CCFs), Alcohol Test Forms (ATFs), POCT forms, consent/acknowledgement forms, laboratory reports, MRO documentation, case notes, collection/refusal documentation, correspondence, quality assurance records, calibration records, audit records, and system audit logs
Formats	PDF, scanned-image documents, eManda system records, email correspondence, Excel/CSV files, Word documents
Current System	eManda
Random Testing Records	Excluded from migration scope

.4 Data Export and Availability:

.1 Upon TTC's request during the Contract Term, the Contractor shall provide TTC with a complete export of the TTC Data requested by TTC, in an agreed machine-readable format, within five (5) Business Days of the request, unless TTC and the Contractor agree to another timeframe based on the volume or complexity of the request.

.2 The Contractor shall provide the data export in a manner that preserves the usability and integrity of the data and does not unreasonably restrict TTC's ability to access or use the exported data.

.3 The Contractor shall provide a secure web-based portal available twenty-four (24) hours per day, seven (7) days per week, to support access to testing records, reports, communications, scheduling functions, and document exchange by authorized TTC users.

.4 <u>System Availability and Business Continuity:</u>

.1 The Contractor shall maintain monthly availability of the production system of at least 99.9%, excluding scheduled maintenance approved by TTC.

.2 The Contractor shall provide TTC with at least five (5) Business Days advance written notice of any scheduled maintenance that is expected to affect TTC’s access to the portal or system functionality. The notice shall identify the anticipated maintenance window and expected impact on TTC.

.3 If the portal or production system becomes unavailable, the Contractor shall maintain a business continuity process that enables TTC to continue submitting requests and receiving required services until system functionality is restored.

4 CONTRACTOR REQUIREMENTS

.1 The Contractor shall provide the TTC with a dedicated Account Manager as a single point of contact for the Contract.

.2 The Contractor shall be solely responsible for the conduct, actions, and performance of its employees, agents, and subcontractors in connection with this Contract and any resulting agreement.

.3 Without limiting the generality of the foregoing, the Contractor shall, at its own cost and expense:

.1 Be fully responsible for addressing, managing, and disciplining any misconduct, negligence, or non-compliance by its personnel or subcontractors;

.2 Promptly take all necessary corrective actions, including removal or replacement of personnel, where such conduct is deemed unacceptable by the TTC.

.3 Bear all costs, liabilities, damages, penalties, and expenses arising from or related to such misconduct or non-compliance; and

.4 Ensure compliance with all applicable laws, regulations, policies, and standards, including those of the TTC.

.4 The Contractor shall provide a designated Project Manager to act as the single point of contact during the implementation of the Contractor's technical solution.

.1 The Contractor's Project Manager shall be responsible for planning, coordinating, and managing implementation activities and shall work closely with the TTC's assigned Information Technology and Security (ITS) Project Manager to support solution onboarding, information security and compliance reviews, data migration (if applicable), system configuration, testing, and transition to steady-state operations.

.5 The Contractor shall develop and submit an implementation and transition plan for TTC's review following Contract award. The plan shall identify the activities, responsibilities, dependencies, milestones and timelines required to complete system configuration, TTC security and technical onboarding, testing, data migration where applicable, service mobilization, and transition to steady-state operations. The Contractor shall identify and promptly report any risks or issues that may affect operational readiness or the required service commencement date.

.6 All Contractor personnel readiness, onboarding, familiarization, certification, recertification, and training activities necessary to perform the services shall be the responsibility of the Contractor unless otherwise expressly requested and approved by TTC.

.7 All equipment, materials, storage, and temperature-controlled solutions required to perform the services shall be the responsibility of the Contractor. TTC will not provide any testing equipment, storage units, refrigeration equipment, specimen storage containers, or related supplies.

.8 The Contractor shall implement and maintain a robust and consistent identity verification process applicable to all testing activities administered under the FFD Program. This process must ensure that each individual presenting for testing is positively identified prior to participation.

.1 At a minimum, the Contractor's identification protocol shall:

.1 Require the presentation and verification of valid, government-issued photo identification (e.g., driver's license, passport, or equivalent) or employee ID for all testing participants at the time of service.

.2 Be consistently applied across all testing environments, including vendor-operated facilities and any approved third-party or subcontracted testing sites.

.3 Include documented procedures to ensure that third-party providers adhere to the same identification standards, controls, and audit requirements as those applied by the Contractor.

.4 The Contractor shall also establish and document standardized procedures for situations in which an individual does not have acceptable identification at the time of testing, including but not limited to:

.1 Alternative identity verification methods (e.g., secondary documentation, employer verification, or secure pre-registration systems);
.2 Protocols for rescheduling or conditional testing, where appropriate;
.3 Escalation and documentation requirements for exceptions.

.9 Mobile Lab Collection:

.1 The TTC will contact the Contractor by telephone on a 24-hour basis to request mobile collectors to visit any TTC site for the collection of breath alcohol, oral fluid or urine drug samples in reasonable cause and post-incident situations.

.2 Mobile collectors must be trained and certified in breath alcohol, urine drug, and oral fluid collections.

.3 The Contractor shall ensure that qualified mobile collectors are available to respond to TTC requests for post-incident and reasonable cause testing services at any time

requested by TTC, including outside Business Hours, weekends, and statutory holidays.

.4 The Contractor shall acknowledge each request for post-incident and/or reasonable cause mobile collection services within fifteen (15) minutes of receipt of the request and shall confirm the assigned collector and estimated time of arrival (ETA) within thirty (30) minutes of receipt of the request. Where circumstances beyond the Contractor's reasonable control may affect compliance with these requirements, the Contractor shall promptly notify the TTC's Representative and provide details of the circumstances and anticipated impact on service delivery.

.5 The Contractor shall ensure that a qualified mobile collector arrives at the TTC advised location within following service levels, measured from receipt of the testing request:

.1 Target Service Level: One (1) hour.

.2 Maximum Service Level: Four (4) hours.

.6 TTC locations where post-incident, reasonable cause testing and aftercare testing services may be required are identified in Appendix 4.

.1 The locations identified in Appendix 4 are subject to change during the Contract Term. The Contractor shall be capable of providing the required mobile collection services at the locations identified in Appendix 4 and at other TTC locations within the applicable service area, as required by TTC.

.7 Where an assigned collector becomes unavailable or is unable to attend within the applicable service level, the Contractor shall immediately arrange a replacement collector and notify the TTC's Representative.

.10 Off-site Testing Clinics:

.1 For testing at clinics, the TTC will make appointments by telephone, email or through a secure on-line portal for the provision of urine drug, oral fluid and breath alcohol testing.

.11 On-Site Sample Collection:

.1 The Contractor must be capable of providing On-site sample collection services, with a minimum of one (1) qualified collector physically present and available during scheduled operating hours.

.2 The Contractor may utilize the On-site testing staff to respond to Afterhours post-incident and reasonable cause testing if they are not performing scheduled On-site testing.

.3 Coverage requirements may range from a minimum of four (4) hours per week to a maximum of forty (40) hours per week, depending on TTC operational needs, and are subject to change, at TTC's sole discretion, based on testing volumes

.4 Required hours may include both Business Hours and Afterhours coverage.

.5 The Contractor shall ensure continuous qualified collector coverage during all TTC-scheduled On-site service hours. Where scheduled personnel become unavailable, the Contractor shall arrange qualified replacement personnel to be On-site as soon as possible and no later than two (2) hours after becoming aware of the unavailability. The Contractor shall notify the TTC's Representative promptly of any actual or anticipated interruption in coverage.

.12 Oral fluid and urine drug samples shall be prepared and released for shipment to the laboratory within two (2) Business Days of collection, where commercially available courier services permit, and otherwise at the earliest available opportunity.

.13 Third Party Administrator Services:

.1 The Contractor shall provide third party administrator services through an MRO. The MRO shall provide services in connection with the cut-off levels defined in sub-section 3.2 of this Appendix A – The Deliverables for the laboratory results.

.1 The MRO shall initiate review of laboratory results requiring medical review within one (1) Business Day of receipt of all information necessary to conduct the review.

.2 The Contractor shall report the final MRO verified result to the TTC within one (1) Business Day following completion of the medical review.

.3 Where the MRO review cannot be completed within the applicable service level due to circumstances outside the Contractor's control, the Contractor shall document the reason for the delay and provide the TTC with an appropriate status update every two (2) Business Days, without disclosing information that TTC is not entitled to receive.

.2 The Contractor shall report test results to the TTC's Representative through the secure web-based portal at no additional cost to TTC, in accordance with the applicable laboratory and MRO service levels specified in this Appendix A – The Deliverables.

.3 Upon TTC's request, the Contractor shall provide a qualified MRO or other appropriately qualified professional to provide expert advice and/or expert witness services in connection with legal, arbitration, administrative or other proceedings relating to services provided under the Contract.

.14 Unannounced Testing Administration:

.1 Upon request, the Contractor shall assign appointment dates and times for unannounced testing (aftercare), within a timeframe specified by the TTC.

.2 Appointment scheduling shall be managed in a manner that preserves the unpredictability of the testing date within the approved window.

.15 Employee Training:

.1 The Contractor shall develop and, if required, deliver customized training for TTC supervisors and management personnel, as directed by TTC.

.2 Training content shall be aligned with TTC policies, procedures, FFD Program requirements, and training materials, and shall address FFD roles and responsibilities, the identification and management of FFD concerns, accommodation obligations, documentation requirements, and support for early intervention.

.3 The Contractor shall update and deliver training, as requested by TTC, to reflect changes to legislation, TTC policies, operational requirements, or FFD Program practices.

5 CONTRACTOR FACILITY LOCATION, ACCESSIBILITY AND OFF-SITE APPOINTMENT AVAILABILITY

.1 Appendix 5 identifies the geographic distribution and availability of Off-site drug and alcohol testing clinics currently available to TTC under its existing service arrangement. The locations identified in Appendix 5 are provided for information and service-coverage purposes only.

.2 The Contractor shall provide an Off-site clinic network that provides TTC with coverage comparable to or greater than the geographic coverage identified in Appendix 5. The Contractor is not required to use the specific clinic facilities identified in Appendix 5, provided that its proposed clinic network meets the requirements of this Appendix A – The Deliverables.

.3 The Contractor shall provide confirmation of Off-site clinic appointment availability, including the proposed appointment date, time, and location, within one (1) Business Day of receiving a request from the TTC for aftercare testing, certification internal/external hire testing or other scheduled testing.

.4 Where TTC identifies a testing requirement as operationally urgent, the Contractor shall make reasonable efforts to provide a same-day clinic appointment, subject to clinic operating hours and appointment availability.

.5 All facilities shall be fully accessible to individuals with disabilities in accordance with AODA, and all related/applicable legislation and/or government regulations, as amended.

6 QUALITY ASSURANCE

.1 The Contractor must have a demonstrated quality assurance process in place including but not limited to:

.1 Processes for monitoring the accuracy, quality, and consistency of FFD assessments, testing services, recommendations, reports, and determinations.

.2 Standardized procedures, protocols, and quality review mechanisms to ensure consistent service delivery, collection practices, assessment methodologies, and reporting standards across all collection sites, testing facilities and Contractor personnel.

.3 Business continuity and service improvement plans for operational service delivery, including escalation protocols, severity classifications, and target response and resolution times for operational disruptions.

.4 Quality controls to monitor compliance with chain-of-custody requirements, specimen collection procedures, confidentiality obligations, and applicable regulatory and professional standards as they pertain to sample collection, analysis and reporting.

.1 The Contractor shall notify the TTC's Representative of any material chain-of-custody error, lost specimen, damaged specimen, specimen integrity issue, collection error, or other event that may compromise the validity or availability of a test as soon as identified and no later than two (2) hours following identification.

.2 A written incident report, including the circumstances, impact, corrective action and measures to prevent recurrence, shall be provided within two (2) Business Days.

.5 A documented complaint and incident management process, including procedures for investigation, corrective action, resolution, trend monitoring, and reporting of significant issues to the TTC upon request. In case of any complaint, the Contractor shall:

.1 Acknowledge complaints within one (1) Business Day.

.2 Investigate and provide a written response or status update within five (5) Business Days, unless otherwise agreed by TTC.

7 REPORTING REQUIREMENTS

.1 The Contractor shall provide the TTC's Representative with scheduling updates, appointment status information and appointment reminders for unannounced testing on a weekly basis or as requested.

.2 The Contractor shall provide scheduled monthly, quarterly, annual, and ad hoc reports to the TTC through a secure method approved by the TTC, including secure file transfer, encrypted document delivery, or other mutually agreed upon reporting mechanism.

.3 Monthly Statistical Trend Analysis Report:

.1 The Contractor shall provide a Monthly Statistical Trend Analysis Report within ten (10) Business Days following the end of each month. At minimum, the report shall include the following:

.1 Total number of tests completed, by testing modality (breath, urine or oral fluid) and testing category (post-incident, reasonable cause, certification internal/external hire and aftercare testing).

.2 Number of appointments completed, cancelled or no-show.

.3 No-show volumes, including classification, TTC location and referral reason.

.4 Number of refusals.

.5 Number of incomplete collections.

.6 Number of non-compliant results.

.7 Number of invalid results.

.8 Number of safety-flag results.

.9 Laboratory result and MRO review turnaround-time performance, including average turnaround times and performance against the applicable Target Service Levels and Maximum Service Levels specified in this Appendix A – The Deliverables.

.10 Number of individuals tested by referral type and associated testing outcomes.

.11 Summary of service disruptions, complaints, incidents, and escalated matters.

.12 Any observed trends, emerging issues, or operational concerns.

.4 Service level performance shall be measured quarterly unless otherwise specified in this Appendix A – The Deliverables. The Contractor shall maintain complete and accurate records sufficient to demonstrate compliance with the applicable service levels and shall make supporting records available to TTC upon request. Unless otherwise specified, service

level performance shall be calculated based on the total number of applicable service requests or transactions during the reporting period.

.5 Performance data shall be tracked throughout the Contract Term in accordance with the reporting and measurement requirements of this Appendix A – The Deliverables. Service level performance may be reviewed by TTC as part of regular contract management activities, including quarterly meetings where applicable. TTC may require additional performance reviews where performance concerns, service deficiencies, or other circumstances warrant. Formal Contractor performance evaluations will be conducted in accordance with the applicable provisions of the Contract.

.6 Quarterly Statistical Trend Analysis Report:

.1 The Contractor shall provide a Quarterly Statistical Trend Analysis Report within ten (10) Business Days following the end of each quarter. In addition to the information required under subsection 7.3, the report shall include the following:

.1 Quarter-over-quarter trend analysis for all testing categories within the FFD Program.

.2 Positivity rates by testing modality and testing category.

.3 Positive result trends by substance category.

.4 Breath alcohol trends.

.5 Aftercare result trends and compliance rates.

.6 Post-incident result trends and compliance rates.

.7 Reasonable cause result trends and compliance rates.

.8 Certification internal/external hire result trends and compliance rates.

.9 No-show, refusal, cancellation, adulterated/substituted, and invalid specimen trends.

.10 Turnaround time analysis and performance measures.

.11 Emerging trends, risk indicators and areas of concern.

.12 Recommendations for FFD Program enhancements, process improvements, or resource adjustments.

.13 Service level performance for all applicable service levels specified in this Appendix A – The Deliverables, including the number of applicable service requests or transactions, the number and percentage completed within the applicable Target Service Level, where applicable, the number and percentage completed within the applicable Maximum Service Level or required timeframe,

and the number and reason for each occurrence where a Maximum Service Level or required performance standard was not met.

.7 Annual Statistical Trend Analysis Report:

.1 The Contractor shall provide an Annual Statistical Trend Analysis Report within twenty (20) Business Days following the end of each calendar year. At minimum, the report shall include the following:

.1 Executive summary and key FFD Program insights.

.2 Year-over-year comparison of testing volumes, outcomes, and referral trends.

.3 Testing activity by testing category, testing modality, outcomes and referral trends.

.4 Analysis of positive results, refusals, no-shows, non-compliance events, and invalid, cancelled or incomplete tests.

.5 Service level and turnaround time performance.

.6 Emerging trends, risks, operational challenges, and areas of concern.

.7 Summary of complaints, incidents, and corrective actions.

.8 Recommendation for FFD Program improvements and service enhancements.

.9 Forecasted trends and anticipated FFD Program requirements for the upcoming year.

.8 The Contractor shall provide ad hoc reports, supporting data, and FFD Program analytics requested by the TTC within five (5) Business Days of the request, unless TTC and the Contractor agree to another timeframe based on the complexity or scope of the request. The Contractor must have the capability to generate customized reports by the following:

.1 Referral type.

.2 Testing modality.

.3 TTC division, department or location.

.4 Date range.

.5 Test outcome.

.6 Substance type.

.7 Laboratory turnaround times.

.8 MRO review turnaround times.

.9 Any other criteria specified by the TTC.

.9 Ad hoc and scheduled reports should be accessible through role-based access controls that align with TTC corporate security standards.

.10 Where TTC identifies an error, omission or discrepancy in a report, the Contractor shall provide a corrected report within two (2) Business Days of notification, or within another period agreed to by TTC based on the nature of the correction.

8 TTC REQUIREMENTS

.1 The TTC shall provide the following services to the Contractor as required:

.1 Appoint a TTC's representative who will be the key contact during the term of the Contract. All formal correspondence, submittals, as well as day-to-day communications shall be addressed to the TTC's representative.

.2 Access to any TTC property.

.3 Private office, testing room and access to a washroom for urine drug testing at TTC's Hillcrest location.

.4 Direction and review of contract service on a regular basis and at quarterly meetings (or as deemed necessary by the TTC) to address any issues and/or concerns.

.5 TTC will provide technical onboarding support, including security review, and access requirements needed for contractor systems to exchange data with TTC infrastructure.

9 CONTRACTOR AND PROJECT TEAM ROLES AND QUALIFICATIONS

.1 Contractor:

.1 The Contractor required qualifications are as follows:

.1 A minimum of five (5) years of experience in providing the services with respect to urine drug and breath alcohol collection and testing using devices compliant with the Canadian Model (COAA) Construction Owners Association of Alberta and Department of Transportation (DOT) standards in support of Canadian alcohol and drug workplace testing programs.

.2 A minimum of five (5) years of experience in providing the services with respect to oral fluid collection and testing in support of Canadian alcohol and drug workplace testing programs.

.3 Must use a laboratory that holds ISO/IEC 17025 or equivalent accreditation. Laboratories holding SAMHSA or DHHS accreditation are preferred and will be considered as an asset.

.4 An alternate ISO/IEC 17025, SAMHSA or DHHS accredited laboratory must be available for contested results and re-analysis.

.5 Experience with the Quantisal I and Quantisal II oral fluid collection devices and the ability to supply such devices as part of the proposed services is required.

.6 Experience with oral fluid POCT collection devices.

.7 Experience implementing secure digital solutions within regulated or public-sector environments, including privacy-sensitive workflows will be considered as an asset.

.2 Account Manager:

.1 The Account Manager required qualifications are as follows:

.1 Experience (preferably 3 years) managing corporate accounts in accordance with this Appendix A – The Deliverables.

.2 Professional certification as Certified Professional in Supply Management (CPSM), Certified Software Asset Manager (CSAM), Certified Supply and Logistics Professional (CSLP) will be considered as an asset.

.3 Ability to verify all report submissions are prepared in accordance with professional practice guidelines and TTC Contract requirements.

.2 The Account Manager shall manage all activities of the requirements and reporting in accordance with this Appendix A – The Deliverables.

.3 The Account Manager shall acknowledge routine TTC inquiries within one (1) Business Day. Urgent operational matters escalated by TTC shall be acknowledged within two (2) hours of receipt.

.3 Medical Review Officer (MRO):

.1 The MRO required qualification are as follows:

.1 Licensed physician with a minimum of five (5) years of experience.

.2 Standing certification with either the American Association of Medical Review Officers (AAMRO), or the Medical Review Officer Certification Council (MROCC).

.3 Experience, preferably five (5) years, providing expert witness testimony specifically in matters related to addiction medicine, including human rights and other legal proceedings.

.4 Knowledge of and clinical experience with the diagnosis and treatment of alcohol and/or drug related substance use disorders.

.5 Knowledge of and experience with substance abuse and return to work implications as it relates to safety sensitive duties.

.6 Certifications and experience in the field of addiction medicine will be considered as an asset.

.7 Hands-on experience reviewing laboratory drug test results.

.8 Experience managing safety-sensitive workplace cases.

.9 Experience with chain of custody and drug and alcohol test result interpretation.

.10 Demonstrated experience providing expert medical and technical opinions on industry trends, regulatory requirements, and best practices, including complex collection scenarios, testing result interpretation, and guidance on atypical or disputed findings.

.4 Project Manager:

.1 The Project Manager required qualifications are as follows:

.1 Degree in Business Administration, Computer Science, or related discipline will be considered as an asset.

.2 Project management experience for complex systems implementation will be considered as an asset.

.3 A minimum of two (2) years of experience related to implementation of the Drug and Alcohol Testing projects of similar scope and scale.

.5 Collector:

.1 The Collector required qualifications are as follows:

.1 All collectors engaged in drug and alcohol testing services must hold valid and current certifications to perform specimen collections. This requirement applies to both Contractor's personnel and all collectors within the Third-Party Site Network across Canada.

.2 Collectors must be trained and certified through a recognized industry body acceptable to TTC, such as the National Drug and Alcohol Screening Association (NDASA, formerly DATIA), with training aligned to U.S. Department of Transportation (DOT) specimen collection guidelines for drug and alcohol testing.

.2 The Contractor must ensure that all personnel maintain active certification and adhere to all applicable industry standards, regulatory requirements, and best practices.

.3 The Collector performance requirements are as follows:

.1 The Contractor shall ensure that all collectors performing services under the Contract:

.1 Maintain complete, accurate and audit-ready documentation with a high degree of accuracy and record integrity in accordance with contract requirements.

.2 Follow applicable collection procedures and appropriately identify and escalate non-standard collection situations.

.3 Demonstrate advanced critical thinking by analyzing ambiguous scenarios, assessing risk, and determining appropriate courses of action.

.4 Demonstrate professionalism and composure when managing interactions in high-pressure, safety-sensitive environments.

.5 Proactively identify risks, report potential collection-related non-compliance, service issues, and implement corrective actions.

.6 Operate independently across TTC with a high level of adaptability, ownership, and accountability.

.7 Actively contributes to operational awareness, safety enhancement, and continuous process improvement.

10 INVOICING REQUIREMENTS

.1 Monthly invoicing shall be submitted in a form acceptable to the TTC and include, at a minimum:

.1 Complete and detailed schedule of all services and associated fees.

.2 A summary of monthly costs, separated by testing category, with supporting details for each service provided, including the date of service/testing, type of testing, and applicable fees.

.3 Details of any additional charges authorized by TTC in accordance with the Contract, including an explanation of the charge, the individual or service to which it relates, the basis of calculation, and supporting documentation upon request.

.4 A breakdown of all applicable taxes on services and expenses.

.5 Invoices submitted in the currency specified in the Purchase Order and in accordance with TTC General Conditions, GC33 – Invoicing.

.2 Prior to the issuance of a final invoice, the Contractor shall provide the TTC with a monthly cost summary and supporting documentation for review. The TTC shall be afforded a minimum of five (5) Business Days to identify and communicate any errors, omissions, or discrepancies before the final invoice is issued.

.3 Where an invoice is amended, adjusted, credited, or otherwise revised, the Contractor shall provide a clear written explanation of all changes made, including the reason for the amendment, the specific charges affected, and any supporting documentation required for the TTC to understand, validate, and reconcile the revision.

11 COMPLETION OF CONTRACT/WIND-DOWN

.1 At the conclusion of the Contract, the Contractor shall allow for Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for the FFD Program to be carried out until completion. The Contractor shall allow the TTC up to an additional 90 days to resolve outstanding work requirements and/or transition to a new Contract, which may include but not limited to outstanding work, delivery, testing, resolving price/product disputes, etc.

.2 If the Contractor is in default of the 90-day extension period and the required Work, as stated in TTC General Condition GC14 – DEFAULT BY THE COMPANY, cannot be completed by the Contractor, at the Contractor's expense, all costs incurred by the TTC for the Work will be deducted from the final invoice owed to the Contractor.

.3 The Contractor shall support an orderly transition at the commencement and conclusion of the Contract to ensure continuity of Collection, Laboratory Analysis and Third-Party Administrator Services for the FFD Program.

.1 Such support shall include reasonable cooperation with TTC, continued performance during the transition period, and data and documentation handover in accordance with the Contract and Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements. These obligations apply solely to the Contractor.

.4 Upon expiry or termination of the Contract, or at such earlier time as directed by TTC as part of transition activities, the Contractor shall provide TTC with a complete and current export of all TTC Data in an agreed machine-readable format, acceptable by TTC and reasonably cooperate with TTC to facilitate the orderly transfer of such data to TTC or its designated service provider.

.5 The Contractor shall complete, or otherwise support the orderly transfer of, all outstanding tests, MRO reviews, assessments, investigations, and related FFD Program documentation and materials initiated prior to the transition date, unless otherwise directed by TTC.

.6 The Contractor shall also provide TTC with access to, or copies of, any historical FFD Program records within the Contractor's possession, custody, or control that are retained outside the active migration scope, including legacy records where available, in a user-friendly and reasonably accessible format.

12 SERVICE LEVELS AND PERFORMANCE STANDARDS

.1 The Contractor shall perform the services in accordance with the service levels and performance standards set out in this Appendix A – The Deliverables and consolidated in the table below.

.2 Unless otherwise specified, the applicable service level shall be measured from the triggering event identified in the table below until completion of the applicable service requirement.

.3 Where both a Target Service Level and a Maximum Service Level are specified:

.1 The Target Service Level represents the service standard the Contractor is expected to achieve under normal operating circumstances and against which performance will be monitored and reported; and

.2 The Maximum Service Level represents the maximum permitted time for completion of the applicable service requirement.

.4 Exceeding a Maximum Service Level constitutes a service level failure, except where the delay results from circumstances expressly excluded under this Appendix A – The Deliverables, Schedule 9.03, or otherwise approved in writing by the TTC's Representative.

.5 Where a service level is expressed as a single required timeframe, percentage, availability standard, or other performance requirement rather than separate Target and Maximum

Service Levels, failure to meet that requirement shall constitute a service level failure, subject to any exception expressly provided under the Contract.

.6 The Contractor shall measure and report service level performance in accordance with Section 7 – Reporting Requirements. Unless otherwise specified, performance shall be measured quarterly based on all applicable service requests or transactions occurring during the reporting period.

.7 Where a Target Service Level is specified, the Contractor shall measure its performance against the Target Service Level and report such performance in accordance with Section 7 – Reporting Requirements. The Contractor shall complete all applicable service activities within the Maximum Service Level or other required timeframe, subject to any exclusions expressly permitted under the Contract.

.8 Where a service level involves multiple applicable service activities during a reporting period, performance shall be calculated as the percentage of those activities completed within the applicable timeframe. Where a service level relates to a single event, deliverable, notification, or reporting obligation, compliance shall be determined based on whether the applicable requirement was met.

.9 The service levels and performance requirements set out in this sub-section 12 are in addition to the Contractor's obligations under Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements. Nothing in sub-section 12 limits or modifies any applicable security, privacy, incident response, business continuity, disaster recovery, notification, remediation, or other requirement under Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements.

.10 The table below consolidates the principal service levels and performance requirements for contract administration purposes and does not limit, replace, amend, or relieve the Contractor of any other obligation or timeframe specified elsewhere in this Appendix A – The Deliverables, Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements, or any other Contract document.

Type	Service Requirement	Measurement Start	Target Service Level	Maximum Service Level
Laboratory	Positive oral fluid/urine drug result	Time of Collection	60 hours	160 hours
Laboratory	Re-analysis result	TTC authorization of Donor's re-analysis request	200 hours	300 hours
Laboratory	Negative oral fluid/urine drug result	Time of Collection	50 hours	140 hours
Data	TTC Data export	TTC request	N/A	5 Business Days
System	Production system availability	Monthly measurement	N/A	Minimum 99.9%
System	Scheduled maintenance notice	Before maintenance	N/A	5 Business Days advance notice
Mobile Collection	Request acknowledgement	Receipt of request	N/A	15 minutes
Mobile Collection	Collector assignment and ETA confirmation	Receipt of request	N/A	30 minutes
Mobile Collection	Collector arrival	Receipt of request	1 hour	4 hours
On-Site Collection	Replacement collector	Awareness of unavailability	N/A	2 hours
MRO	Initiate medical review	Receipt of all required information	N/A	1 Business Day
MRO	Report final verified result	Completion of medical review	N/A	1 Business Day
MRO	Updates on MRO review delays	Identification of delay	N/A	2 Business Days

Off-site Testing Clinic	Routine appointment availability	TTC request	N/A	1 Business Day
Quality Assurance	Notify TTC of material specimen/collection issue	Identification	N/A	2 hours
Quality Assurance	Written incident report	Identification	N/A	2 Business Days
Complaints	Complaint acknowledgement	Receipt	N/A	1 Business Day
Complaints	Written response/status update	Receipt	N/A	5 Business Days
Reporting	Monthly report	Month-end	N/A	10 Business Days
Reporting	Quarterly report	Quarter-end	N/A	10 Business Days
Reporting	Annual report	Calendar year-end	N/A	20 Business Days
Reporting	Ad hoc report/data	TTC request	N/A	5 Business Days
Reporting	Corrected report	TTC notification	N/A	2 Business Days
Contract Management	Routine inquiry acknowledgement	Receipt	N/A	1 Business Day
Contract Management	Urgent operational acknowledgement	Receipt	N/A	2 hours

13 PERFORMANCE MANAGEMENT AND CORRECTIVE ACTION

.1 Service Level Failure and Corrective Action:

.1 Where the Contractor fails to meet a Maximum Service Level or an applicable required timeframe, percentage, availability standard, or other performance requirement, the Contractor shall, as applicable, immediately do the following:

.1 Where the failure may affect TTC operations, employee testing, testing integrity, or the timely availability of test results, immediately notify the TTC's Representative.

.2 Document the cause of the service level failure.

.3 Take appropriate corrective action to address the failure and minimize its impact.

.4 Upon TTC's request, provide a written corrective action plan identifying the cause of the failure, corrective actions taken or proposed, responsible parties, and timelines for completion.

.2 Repeated or Material Service Level Failure:

.1 As part of ongoing contract administration and service level monitoring, TTC may require the Contractor to participate in a service level review meeting if the Contractor:

.1 Demonstrates repeated or sustained failure to achieve a Target Service Level;

.2 Repeatedly exceeds a Maximum Service Level or fails to meet an applicable required timeframe, percentage, availability standard, or other performance requirement;

.3 Experiences a service level failure that materially affects TTC operations, safety, testing integrity, chain of custody, privacy, security, or continuity of services; or

.4 Fails to implement corrective actions within an agreed timeframe.

.2 Following a service level review meeting, or where TTC otherwise deems necessary in its sole discretion, TTC may require the Contractor to submit a remediation plan within a timeframe specified by TTC.

.3 Service Level Improvement:

.1 The Contractor shall implement any remediation plan accepted by TTC at no additional cost to TTC and shall report progress against the remediation plan at a frequency determined by TTC until the applicable service level failure or performance deficiency has been resolved.

.4 Contractual Rights:

.1 Persistent, repeated, or material failure to meet the service levels or to implement required corrective actions may constitute a failure to perform the services in accordance with the Contract. Such failures may be addressed in accordance with the

applicable provisions of the Contract, including GC12 – Inspection and Testing of the Work, GC14 – Default by the Company, GC16 – Termination for Default, and GC27 – Company Work Performance Rating, as applicable.

.2 For greater certainty, the service level review meeting and remediation plan process described in sub-section 13.2 of this Appendix A is an operational contract administration mechanism and does not replace, modify, limit, or delay TTC's rights and remedies under the Contract, including those set out in GC12 – Inspection and Testing of the Work, GC14 – Default by the Company, GC16 – Termination for Default, and GC27 – Company Work Performance Rating.

.5 No Limitation of Other Rights:

.1 TTC's monitoring of service levels, acceptance of a corrective action plan, or decision not to exercise a remedy in respect of a particular service level failure shall not relieve the Contractor of its obligations under the Contract or limit any other rights or remedies available to TTC.

14 TERM OF CONTRACT

.1 The Term of the Contract shall be up to a two-year period (i.e. base term) as more particularly set out in the TTC's Notification of Award and/or Purchase Order.

.2 The TTC reserves the right, at its sole discretion, to extend the Contract for up to three additional one-year periods beyond the base term. The TTC will provide written notice of its intent to extend the Contract beyond the base term prior to the Contract expiry date and the Contract pricing for any additional periods shall be in accordance with the Contractor's pricing offered in Appendix H – Price Schedule.

.3 In the event, the Contractor does not submit pricing for Year 3, Year 4 and Year 5 (optional periods), the Contract pricing shall be negotiated between the TTC and the Contractor up to six-months in advance of the contract expiry.

.4 The Contract is anticipated to commence on March 1, 2027 (approximately). The actual start date will be specified in the TTC Purchase Order.

END OF SECTION

APPENDIX 1
SCHEDULE 1.01
DEFINITIONS

Unless otherwise defined in this Schedule 1.01 – Definitions, capitalized terms used in the Contract Documents shall have the meanings assigned to them in Section 00 72 00 – General Conditions.

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case whether directly or indirectly, where "control" and its derivatives means the legal or beneficial ownership, directly or indirectly, of 50% or more of the shares (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights or control in fact through the exercise of rights pursuant to an agreement.

"**Additional or Optional Periods**" mean Year 3, 4 and 5 of the Contract.

"**Applicable Law**" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any Person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental or Regulatory Authority.

"**And/Or**" means either or both the stated possibilities.

"**Base Term**" means Year 1 and Year 2 of the Contract.

"**Business Day**" means Monday to Friday, excluding provincial statutory holidays observed by TTC at its offices in Toronto, Ontario, or as otherwise defined in the Contract.

"**Business Hours**" or "After Hours" means 8:00 a.m. to 6:00 p.m. (Toronto time) during Business Days.

"Afterhours" means all hours other than Business Hours, including any time before 8:00 a.m. or after 6:00 p.m. (Toronto time) on a Business Day and all hours on weekends and statutory holidays.

"Hours" means **c**lock **h**ours.

"**Business Interruption**" means any Incident or other event or series of events, whether anticipated or unanticipated, including a Force Majeure Event, that TTC in its discretion determines: (1) has the potential to have a material impact on Supplier's ability to provide any material part of the Deliverables for any material period of time; (2) may result in any Deliverables being inoperable or materially impaired; or (3) may prevent or materially disrupt TTC's use of the Deliverables.

"**Claims**" means any actual, threatened or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, action, suit, investigation or proceeding or any other claim or demand.

"**Confidential Information**" means any and all material and/or information of a party and any of its Affiliates or TTC Personnel or Supplier Personnel, as applicable (the "**Disclosing Party**") that has or will come into the possession or knowledge of the other party or any of its Affiliates, employees, or contractors (the "**Receiving Party**") in connection with or as a result of entering into this Contract, including information concerning the Disclosing Party's past, present or future customers, suppliers, technology, or business. For the purposes of this definition, **"information"** and **"material"** includes tangible data, patents, copyrights, trade secrets, processes, business rules, tools, business processes, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium, both in its original form and as part of a compilation or derivative of any of the foregoing. Confidential Information does not include information that is: (1) or becomes publicly available through no fault of the Receiving Party (but only after it becomes publicly available); (2) independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party; (3) received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party (unless and until the Receiving Party has reason to believe that such information is, was or becomes subject to an obligation of confidence of any kind); (4) which is intangible ideas, concepts, know-how or techniques that may be contained in the material or information that comprises Confidential Information. For greater certainty, Receiving Party is not restricted in any way from using the knowledge learned and experience gained as a result of having had access to Confidential Information of the Disclosing Party provided that such intangible ideas, concepts, know-how or techniques are not disclosed in a manner which would be readily identifiable as Confidential Information of the Disclosing Party; provided, however, that all TTC Personal Information and the terms and conditions of this Contract will constitute Confidential Information of TTC.

"Contractor" or "Supplier" means the Top-Ranked Proponent that executes a Contract with TTC.

"Contractor Staff" means the Contractor's employees, agents, representatives, consultants, temporary personnel, and any of their staff, as applicable, who are assigned to perform, support, supervise, manage, administer, implement, maintain, or otherwise participate or contribute, in any way, in the provision of the Deliverables.

"**Custom Development**" means: (1) all Deliverables and intellectual property (including business rules, business processes and business process flows) that is or has been acquired, created or developed by Supplier (whether alone or jointly with one or more Persons) or created or developed for Supplier by another Person, in the performance of Supplier's obligations set out in this Contract; and (2) all Modifications of, or other Changes to, a Custom Development referred to in clause (1) or any other TTC Property.

"**Deliverables**" means the Products and/or Services, as applicable, including (1) all hardware, software, systems, content, documentation, Confidential Information, trade-marks, information, facilities and services provided, designed, developed or delivered as part of, or that result in the receipt of, the Deliverables in accordance with this Contract; and (2) all Modifications of, or other Changes to, a Deliverable referred to in clause (1) made in accordance with the Contract documents.

"**Disabling Code**" means any virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism, expiry code or similar software, hardware, system or combination of any

of the foregoing that is intended or designed to, is operable to, is likely to or has the effect of disabling, deleting, erasing, denying authorized access to, permitting unauthorized access to, repossessing, damaging, destroying, corrupting or otherwise affecting or interfering with the provision of the Deliverables or the normal use of any of Supplier's or TTC's hardware, software or systems (including any documentation or any Deliverable) or any data or files on or used in conjunction with any of the aforementioned.

"**Disclosing Party**" has the meaning set out in the definition of Confidential Information.

"Donor" means an individual providing a sample at the point of collection."**Effective Date**" has the meaning set out in Appendix B – Form of Agreement.

"Fitness for Duty Program" or "FFD Program" means the testing and related processes carried out pursuant to the TTC Fitness for Duty Policy

"**Governmental or Regulatory Authority**" means any national, provincial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over TTC, Supplier, or any other Person, property, transaction, activity, event or other matter related to the Contract, including subdivisions of, political subdivisions of and other entities created by such entities.

"**GST**" means the goods and services tax imposed under the Excise Tax Act (Canada).

"**Handle**" or "**Handling**" means to create, access, receive, collect, gather, procure, obtain, receive, acquire, use, transmit, store, process, record, disclose, transfer, adapt, alter, retrieve, release, retain, dispose of, destroy, manage or otherwise handle.

"**HST**" means any harmonized sales tax.

"**Industrial Control Systems**" (ICS) are purpose-built systems such as Supervisory Control and Data Acquisition (SCADA) systems supporting key business functions of critical infrastructure sector organizations including but not limited to: Manufacturing, Transportation, Waste Management.

"**Incident**" means errors in the provision of Deliverables, malfunctions, irregularities or any other actual or potential failure or other degradation of all or part of the Deliverables that results in the Deliverables not conforming to or performing in accordance with all or part of the applicable specifications or failure to provide the Deliverables in accordance with this Contract, including the applicable Service Levels, and any Security Breach.

"**Intellectual Property Rights**" means: (1) any and all proprietary rights anywhere in the world provided under: (a) patent law; (b) copyright law (including moral rights); (c) trade-mark law; (d) design patent or industrial design law; (e) semi-conductor chip or mask work or integrated circuit topography law; or (f) any other statutory provision or common law principle applicable to this Contract, including trade secret law; (2) any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing; and (3) any and all licences and waivers and benefits of waivers of the intellectual property rights set out in clauses (1) and (2) above, all future income and proceeds from the intellectual property rights set out in clauses (1) and (2) above, and all rights to damages and profits by reason of the

infringement or violation of any of the intellectual property rights set out in clauses (1) and (2) above.

"**Losses**" means any and all damages, Claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of Claims, default or assessment).

"**Modify**" means to add to, enhance, adapt, reduce, change, replace, update, upgrade, revise, transform or improve, or to develop derivative works and the term "**Modification**" has a corresponding meaning.

"Off-site" means a clinic, location or collection site operated by the Contractor or a third-party service provider other than TTC property where FFD testing services are administered.

"On-site" means TTC operated or designated location on TTC property where FFD testing services are administered.

"**Operational Change**" means any change, whether initiated by TTC or Supplier, required to accommodate all changes made in the ordinary course of operations and activities of TTC and necessary to ensure the continued performance by Supplier of the Deliverables under the Contract.

"**Party**" means TTC or Contractor, and "**Parties**" means both of them.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or Governmental or Regulatory Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

"**Personal Information**" means,

i. information about an identifiable individual that is subject to any Privacy Law;

ii. the records of all employees in any form that contain identifiable information about individual employees, and includes any data or information that would constitute 'personal information' as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended from time to time (MFIPPA), or as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended from time to time (PIPEDA); or

iii. information that would constitute 'personal health information' as defined in the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, as amended from time to time, (PHIPA) or as defined in PIPEDA, whether or not MFIPPA or PHIPA applies to the Personal Information.

"**Personally Identifiable Information**" means two or more pieces of data which together uniquely identify an individual.

"**Privacy Laws**" means all applicable federal, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, or security of Personal Information including, without limitation, *PIPEDA and substantially similar provincial and municipal laws, MFIPPA, PHIPA* and substantially similar federal, and municipal laws.

"**Privacy Requirements**" or **"Industry Standards"** are cybersecurity-related legislative, regulatory, standards, and requirements including, but not limited to the following:

i. PHIPA.
ii. MFIPPA.
iii. Canada's anti-spam legislation (CASL), (S.C. 2010, c. 23).
iv. ISO/IEC 27000 series of standards (ISO 27001/27002, ISO 27017, etc.).
v. NIST Special Publications (800-53, 800-145, 800-175B, etc.).
vi. ISA/IEC-62443.
vii. America Public Transportation Association (APTA) Security and Emergency Management Standards (APTA-SS-CCS-RP-002-13, APTA-SS-ECS-RP-001-14. etc.).
viii. United States Department of Homeland Security "Cyber Security Procurement Language for Control Systems", September 2009.

"**Products**" means the products (including software) and/or equipment (together with any software related to the equipment) described in the Scope of Deliverables or in any applicable Purchase Order.

"**Receiving Party**" has the meaning set out in the definition of Confidential Information.

"**Records**" refers to TTC Data provided by TTC and in Contractor's care, custody and/or control.

"**Schedules**" means the schedules attached to and forming part of the Contract Documents.

"**Scope of Deliverables**" means Appendix A – The Deliverables.

"**Security Breach**" means any actual or suspected breach of SC12 (Confidentiality, Privacy and Security), including any aactual or suspected loss, theft or other unauthorized Handling of any TTC Personal Information.

"**Services**" means the services described in the Scope of Deliverables or in any applicable Statement of Work.

"**Supplier Personnel**" means the employees, agents and independent contract personnel of Supplier or Supplier Subcontractors who provide any of the Deliverables for or on behalf of Supplier.

"**Supplier Property**" means, collectively, hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property (including business rules, business processes and business process flows) that is or has been procured, created or developed by Supplier (whether alone or jointly with one or more Persons, other than TTC or a Person on behalf of TTC) or created or developed for, or licensed to Supplier by another Person and of all Intellectual Property Rights therein, other than TTC Property.

"**Shared Security Responsibility Model**" is the concept in cloud computing that defines and assigns security responsibilities in the cloud ecosystem between the Cloud Service Providers (CSPs) and the Cloud Service Customers (CSCs).

"**Term**" means the Base Term and any Optional Term.

"**TTC Data**" means: (1) all TTC Confidential Information; (2) any and all reports, records and other information, and any tangible or intangible copies thereof, in any form or medium, relating to TTC, current, former or prospective TTC or customer of TTC, any TTC Personnel that: (a) was created, provided, displayed, collected or generated as part of the use or operation of the Deliverables or the provision or receipt of the Services or in order to comply with any Applicable Law; or (b) otherwise became known to either party as a result of any actions under or in respect of the Contract, including: (i) as a result of the provision by the Contractor of the Deliverables; or (ii) if provided by TTC pursuant to this Contract or otherwise in connection with the Deliverables.

"**TTC Facility/Facilities**" means a facility, site or other physical location that is provided by TTC for the use of Supplier to the extent necessary to provide the Deliverables, as well as a TTC facility, site or other physical location at or to which Supplier is to provide the Deliverables.

"**TTC Indemnitees**" means TTC, TTC Board members (and their designates), and its officers, employees, contractors, consultants, agents, representatives, successors and assigns.

"**TTC Personal Information**" means any and all Personal Information Handled by any one or more of Supplier or Supplier Personnel in the course of providing the Deliverables, including Personal Information about TTC Personnel.

"**Tenant**" refers to a group of users or an organization that shares common access with specific privileges to the software instance. Each tenant operates within a distinct, isolated environment while using the shared infrastructure provided by a cloud service provider.

"**TTC Personnel**" means employees, agents, and independent contract personnel of TTC, and includes potential employees and candidates for employment.

"**TTC Property**" means: (1) all TTC Data; (2) all Custom Developments; (3) all hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property (including business rules, business processes and business process flows) that is or has been acquired, procured, created or developed by TTC (whether alone or jointly with one or more Persons, including the Contractor, and whether such activities occurred prior to or after the Effective Date and independent of or in connection with the Deliverables) or created or developed for, or licensed to, TTC by another Person, including all Specifications; (4) any other hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property that the parties identify in a Statement of Work or a Change Order as TTC Property; and (5) any Modifications of, or other Changes to, any of the foregoing.

END OF DOCUMENT

APPENDIX 2
SCHEDULE 9.02
PRIVACY

1. Introduction

This Schedule sets out Contractor's obligations when Handling TTC Personal Information. In the event of any conflict or inconsistency between the provisions of this Schedule and any other provisions of the Contract, then this Schedule will apply.

2. Definitions

(a) Unless otherwise defined, all definitions set out in this Schedule 9.02 have the same meaning as set out in this Contract.

3. Privacy, Confidentiality and Information Security

(a) Contractor represents, warrants and covenants as follows:

(i) Authority to Handle TTC Personal Information

(A) Contractor will Handle TTC Personal Information only for the purpose of providing the Deliverables in accordance with the Contract and as otherwise instructed by TTC in writing and not Handle any TTC Personal Information in any other manner or for any other purpose without the prior written consent of TTC.

(ii) Disclosure of and Access to TTC Personal Information

(A) Contractor and Contractor Personnel will not disclose in any manner any TTC Personal Information to any third party without TTC's prior written consent.

(B) Contractor will limit access to TTC Personal Information to its Contractor Personnel who have a need for access to the TTC Personal Information solely for the purposes of Contractor providing the Deliverables under this Contract.

(C) Contractor will not share, transfer, disclose or otherwise provide access to any TTC Personal Information to any third party, or contract any of its rights or obligations concerning TTC Personal Information, unless TTC has authorized Contractor to do so in writing. Where Contractor, with the written consent of TTC, provides access to TTC Personal Information to a third party or contracts such rights or obligations, Contractor will enter into a written agreement with each contractor or third party that imposes obligations on the contractor or third party that are substantially similar to those imposed on Contractor under this Contract. Contractor will only retain contractors that Contractor can reasonably expect to appropriately protect the privacy, confidentiality and security of the TTC Personal Information.

(D) Contractor will notify TTC immediately in writing of any: (1) inquiry received from an individual relating to, among other things, the individual's right to access, Modify or correct TTC Personal Information; (2) complaint received by Contractor relating to the Handling of TTC Personal Information; and (3) order, demand, warrant or any other document purporting to compel the production of TTC Personal Information. TTC will have the right to respond to and defend any such action in lieu of and on behalf of Contractor. Contractor will reasonably cooperate with and follow instructions provided by TTC in such response or defense.

(iii) Compliance with Privacy and Information Security Requirements

(A) Contractor will comply with: (1) all Privacy Laws; (2) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (3) any applicable written instructions provided by TTC relating in any way to the privacy, confidentiality and security of Personal Information or applicable privacy policies, statements or notices that are provided to Contractor in writing (collectively, "**Privacy and Security Laws**").

(iv) Personal Information Safeguards

(A) Contractor will develop, maintain, implement and ensure ongoing compliance with a comprehensive written information privacy and security program that includes policies and procedures, risk management, monitoring, backup, disaster recovery and audit processes as necessary to comply with this Contract and applicable Privacy and Security Laws. Contractor's information privacy and security program will include all necessary administrative, technical, physical, organizational and operational safeguards and other measures appropriate to the sensitivity of the TTC Personal Information in its custody and designed to: (1) ensure the security and confidentiality of TTC Personal Information; (2) protect against any anticipated threats or hazards to the security and integrity of TTC Personal Information; and (3) protect against any actual or suspected loss, theft or other unauthorized Handling of any TTC Personal Information.

(B) Contractor will immediately inform TTC in writing of any Security Breach involving TTC Personal Information, but in no case longer than 24 hours after it becomes aware of or suspects the Security Breach. Such notice will summarize in reasonable detail the effect on TTC, if known, of the Security Breach and the corrective action taken or to be taken by Contractor. Contractor will promptly take all necessary and advisable corrective actions and will cooperate fully with TTC in all reasonable and lawful efforts to prevent, mitigate, rectify or remediate such Security Breach. The content of any filings, communications, notices, press releases or reports related to any Security Breach involving TTC Personal Information must be

approved in writing by TTC prior to any publication or communication thereof.

(C) Except as otherwise agreed to in writing by TTC, Contractor will maintain and Handle TTC Personal Information in Canada or the United States of America.

(D) Contractor will securely and physically segregate TTC Personal Information from any other Personal Information owned or managed by Contractor or other third parties in the course of providing the Deliverables hereunder. Contractor will implement any necessary access barriers, password authorization procedures and other access controls and monitoring in connection therewith.

(E) Contractor will require Contractor Personnel with access to TTC Personal Information to agree, in writing, to protect the confidentiality and security of TTC Personal Information in accordance with the terms of this Contract.

(F) Contractor will exercise the necessary and appropriate supervision over its relevant Contractor Personnel to maintain appropriate privacy, confidentiality and security of TTC Personal Information. Contractor will provide training, as appropriate, regarding the privacy, confidentiality and information security requirements set forth in this Contract to relevant Contractor Personnel with access to TTC Personal Information.

(G) Promptly upon the expiration or earlier termination of this Contract, or such earlier time as TTC requests, Contractor will return to TTC or its designee, or at TTC's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to TTC (which decision will be based solely on TTC's written statement), each and every original and copy in every media of all TTC Personal Information in Contractor's possession, custody or control. Promptly following any return or alternate action, Contractor will provide to TTC a completed certificate certifying that such return or alternate action occurred. In the event Applicable Law does not permit Contractor to comply with the delivery or destruction of the TTC Personal Information, Contractor warrants that it will ensure the confidentiality of the TTC Personal Information and that it will not use or disclose any TTC Personal Information after termination of this Contract.

(v) Right to Monitor

(A) TTC will have the right to monitor Contractor's compliance with the terms of this Contract. TTC or its authorized representatives may inspect Contractor's facilities and equipment, and any information or materials in Contractor's possession, custody or control, relating in any way to Contractor's obligations under this Contract. Contractor will cooperate fully with any such inspection initiated by TTC. In the event any such audit, inspection or examination reveals

that Contractor is non-compliant with its obligations, Contractor will promptly bring itself into compliance and pay reasonable costs associated with the audit, inspection or examination.

(B) Contractor will deal promptly and appropriately with any inquiries from TTC relating to the Handling of TTC Personal Information subject to this Contract.

(vi) Injunctive Relief

(A) Contractor agrees that any Handling of Personal Information in violation of this Contract, TTC's instructions or any applicable Privacy Law, or any Security Breach, may cause immediate and irreparable harm to TTC for which monetary damages may not constitute an adequate remedy. Therefore, Contractor agrees that TTC may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages.

4. Miscellaneous

(a) Contractor's obligations under this Schedule will survive the termination of this Contract and the completion of all Deliverables subject thereto.

(b) In the event a law, or legal requirement, or privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect Contractor's ability to fulfill its obligations under this Contract, Contractor will promptly notify TTC in writing and TTC may, in its sole discretion and without penalty of any kind to TTC, suspend the transfer or disclosure of TTC Personal Information to Contractor or access to Personal Information by Contractor, terminate any further Handling of Personal Information by Contractor, and terminate the Contract.

END OF DOCUMENT

APPENDIX 3
SCHEDULE 9.03
TTC STANDARD SECURITY AND BUSINESS CONTINUITY REQUIREMENTS

Supplier shall comply with the following requirements to the extent such requirements are applicable to the Deliverables provided under the Agreement.

1.0 GOVERN

1.1 The Supplier's information security policies, practices and Deliverables design must adhere to information security industry standards and frameworks including but not limited to the latest versions of the National Institute of Standards and Technology (NIST) CSF, International Organization for Standardization (ISO) 27000 family of standards, the NIST 800-53, ISA IEC 62443, American Public Transportation Association (APTA).

1.2 Suppliers are required to provide Cybersecurity control attestation reports or certifications. If the Supplier is acting as a reseller, the reseller is required to facilitate the release of at least one of the certification or attestation documents held by the main service provider (e.g., software licensor or manufacturer). If the Supplier is an implementing partner, the implementer and the main service provider (software licensor or manufacturer) are each required to provide at least one of these certification or attestation documents below. These documents should cover in-scope services for the core solution of the Deliverable, the technology infrastructure and the subservice organization:

i Service Organization Controls (SOC) 2 Type II audit report: Proponents should possess a SOC 2 Type II audit report, or

ii ISO 27001 certificate: Proponents should possess a valid ISO 27001 certificate, or

iii Government of Canada Security Control Profile for Cloud-Based GC IT Services for Protected B, PBMM letter of compliance, or

iv US Federal Risk and Authorization Management Program (FedRAMP) for moderate impact information systems letter of compliance, or

v Cloud Security Alliance (CSA) – Level 2 CSA STAR certificate, or

vi Cybersecurity maturity level certification benchmarked against or using industry standards (such as NIST Cybersecurity framework, ISO 27001, Secure Controls Framework, APTA-SS-CCS-RP-002-13, APTA-SS-ECS-RP-001-14, APTA SS-CCS-RP-003-15, or APTA-SS-CCS-RP-004-16, or similar cyber security frameworks), or

vii ISO/IEC 15408 - Common Criteria Certification, or

viii ISA/IEC 62443-3-3 Certified Systems, or

ix ISA/IEC 62443-4-2 Certified Components, or

x ISA/IEC 62443-4-1 Certified Development Organizations. or

xi Any other industry recognized 3rd party certification relevant to the scope of deliverables.

1.3 For the duration of the contract or unless otherwise agreed by the Parties in writing, the Supplier will provide TTC, annually at a minimum (i.e. anniversary of the Contract/Agreement) current versions of any of the reports listed in **1.2 (i - xi).** Reports will be protected as confidential information in TTC's care

1.4 For custom-developed solutions, where any of the above Cybersecurity control attestation reports or certifications in Section 1.2 cannot be provided, the Supplier shall ensure that the appropriate security testing (such as SAST, DAST, IAST, SCA, Penetration Testing, Security Regression Testing, Fuzz Testing, API Security Testing, etc.) is conducted and results provided to the TTC for new installs or update to existing solution.

1.5 The security posture of a Supplier shall be assessed by TTC for existing deliverables and any additional deliverables to ensure compliance with all applicable TTC information security standards, legal requirements, and regulatory obligations.

1.6 The Supplier and TTC shall collaborate to ensure on-premises Deliverables are implemented in accordance with TTC policies and standards, including

those for change and configuration management as listed in section 7 of this schedule.

1.7 The Supplier shall disclose all locations where Records, including Confidential Information will reside, be processed, or accessed by either party. Any changes to these locations during the Term require advance notification and prior authorization before relocating or transferring records.

1.8 The Supplier shall collaborate with TTC throughout the Term to update web portals, splash screens, privacy policies, and End User License Agreements (EULA) as needed due to legal or business changes to ensure TTC users are properly informed about the collection, use, storage, and disclosure of Records.

1.9 The Supplier shall collaborate with TTC to define and document the roles and responsibilities of both parties under the Agreement, ensuring that ongoing patching, upgrade paths, and vulnerability management for Supplier-provided hardware and software are clearly established and maintained throughout the Term and, where applicable, post-warranty as negotiated.

1.10 For cloud services, the Supplier must provide a Shared Security Responsibilities Matrix (SSRM) to TTC, delineating the ownership and applicability of all security controls according to the cloud services contracted.

1.11 All hardware, software, and firmware included in the finished product(s) shall comply with current cybersecurity practices aligned with industry-standard frameworks (e.g., NIST CSF, ISO 27001/2) at the time of delivery, and the Supplier shall collaborate with TTC to ensure adherence to applicable regulations and trade agreements.

1.12 The Supplier shall maintain a vendor management program that establishes the rules and requirements for any vendor that will access, store, and/or process TTC's information assets, including conducting the relevant security assessment for such vendor.

1.13 Where the Deliverables include components that store, process, or transmit cardholder data, the Supplier shall be responsible for all activities and associated costs required to maintain ongoing Payment Card Industry Data

Security Standard (PCI DSS) compliance for those components within the Supplier's environment, products, and services.

1.14 All rights to TTC's data, including intellectual property, shall remain with TTC. The Supplier shall not use this data for the development, training, validation, or testing of any Artificial Intelligence (AI) system without TTC's explicit authorization.

1.15 For AI systems, the Supplier shall establish a risk management framework prior to delivery to identify, assess, and mitigate risks related to safety, security, and privacy. All measures must be documented and designed to reduce or control risks throughout the system's lifecycle.

1.16 The Supplier shall retain all AI System logs under its control for the full duration of the Agreement to support risk oversight and accountability. Upon expiry, or earlier termination of the Agreement, the Supplier must provide TTC with a complete and accurate set of all retained logs to ensure continuity of risk management and compliance verification.

1.17 The Supplier shall ensure that duties and areas of responsibility are clearly separated in any hosted environment, both between TTC and the Supplier and within the Supplier's organization, to minimize the risk of unauthorized access to Records.

2.0 IDENTIFY

2.1 Upon written request and at no additional cost to TTC, the Supplier shall provide TTC with any information required by TTC to conduct a Supplier Threat Risk Assessment within the scope of the Deliverables. The Supplier shall also designate a representative and submit a remediation plan to address any risks identified during the assessment

2.2 For IT solutions, the Supplier shall maintain and annually update an End-of-Life (EOL) Management Program to minimize the impact of hardware, software, and integrated service components reaching end of life. This Program must include an annual solution audit that identifies any components or dependencies expected to reach end of life within a minimum of two (2) years.

2.3 For Industrial Control Systems (ICS) / Operational Technology (OT) solutions, the Supplier shall maintain and annually update an EOL

Management Program to minimize the impact of hardware, software, and integrated service components reaching end of life. This EOL Management Program must include an annual solution audit that identifies any components or dependencies expected to reach end of life within a minimum of five (5) years.

2.4 For any component of the solution approaching EOL described in Section 2.2 and 2.3 above, the Supplier shall provide, at a minimum, the following

i The nearest match available from a current Original Equipment Manufacturer (OEM) product family

ii A direct match from the Supplier's repaired inventory

iii A fit/form/function replacement from the superseded component's product family, accompanied by documentation outlining any changes in functionality

2.5 The Supplier shall provide TTC with machine-readable Bill of Materials (BoM) identifying all known third-party software components in the Deliverables. For AI product deployments, the Supplier shall also submit documentation of its secure AI development lifecycle and an attestation of the AI BoM detailing the components used in the AI solution design.

3.0 PROTECT

3.1 The Supplier shall maintain, enforce, and regularly update its security and backup processes to ensure compliance with TTC policies and the protection of all TTC Data under this Agreement. The Supplier shall also keep its hardware, software, systems, and IT infrastructure current and aligned with industry standards throughout the Term.

3.2 To support TTC's compliance with regulatory and legislative requirements, the Supplier shall implement and maintain adequate security controls to protect Confidential Information (e.g. Personally Identifiable Information (PII), Protected Health Information, etc.) shared by TTC and held in the Supplier's environment. The Supplier shall regularly assess its technical and organizational controls to ensure the protection of Records in its care.

3.3 The Supplier shall keep all TTC Data stored in tangible form securely segregated from other information and all TTC Confidential Information

stored in electronic form logically segregated from any other information belonging to the Supplier or its other customers.

3.4 For Deliverables involving ICS/OT, the Supplier shall ensure that appropriate security controls are implemented to protect ICS/OT networks and assets, in alignment with recognized industry standards including, but not limited to APTA-SS-CCS-RP-002-13, APTA-SS-ECS-RP-001-14, APTA SS-CCS-RP-003-15, or APTA-SS-CCS-RP-004-16.

3.5 To comply with relevant regulatory and legislative requirements, the Supplier shall collaborate with TTC to ensure the ongoing confidentiality, integrity, and availability of Records in its care, and agrees to:

i Keep Records secure through implementation of controls that, in the reasonable opinion of TTC, would improve the adequacy and effectiveness of Supplier's security posture and are in accordance with Privacy Requirements as defined in Schedule 1.01 (Definitions) of this Agreement.

ii Provide Records or documentation to TTC whenever TTC requests them, and they must do so within a specific time frame that both TTC and the Supplier have agreed upon in advance.

iii Encrypt TTC Confidential Data at rest and in transit in accordance with Privacy Requirements as defined in Schedule 1.01 (Definitions) of this Agreement. The encryption must use strong industry standard encrypted session protocol (e.g. TLS v1.2+) and must be separate from encryption keys used for other customers.

iv The Supplier shall not, directly or indirectly, use, collect, disclose, or destroy any TTC Confidential Information (e.g., Personally Identifiable Information (PII), Protected Health Records, etc.) for any purpose other than those necessary to provide the Deliverables, or as expressly authorized by TTC. Furthermore, the Supplier shall ensure that such information is not accessed by any third party unless TTC has explicitly permitted such access or has determined, at its sole discretion, that access is allowed under applicable privacy and legislative regulations.

v Provide TTC with a certificate of destruction or digital evidence for any decommissioned services, solutions or components within a mutually agreed timeframe, and within thirty (30) days of expiration, or earlier termination, of the Agreement. The certificate or evidence, signed by an authorized representative of the Supplier, must confirm that all Confidential Information and TTC-related data in Supplier's possession has been destroyed.

vi For solutions involving cardholder data, ensure adequate protection of credit card and branded debit card information as part of the Deliverables, in accordance with PCI DSS or other relevant regulatory requirements.

vii The Supplier shall return all TTC Records in its possession either upon expiry, or earlier termination, of the Agreement, or in accordance with the agreed retention period, whichever occurs first.

3.6 The Supplier shall ensure its Deliverables, whether destined for installation on TTC premises, or externally hosted, has appropriate security controls implemented at the network, application and endpoint layers of the Open Systems Interconnection model.

3.7 As part of Supplier's commitment to safeguard TTC Records, they shall establish, implement and maintain network segmentation and relevant controls that align with industry best practices.

3.8 The electronic transfer of Confidential Information between the Supplier and TTC shall be performed through secure TTC approved mechanisms and tools with appropriate security controls. Additionally, any approved physical media, such as USB storage, external hard drive, CD-ROMs, etc., must be encrypted while at rest and in transit.

3.9 The Supplier shall implement and maintain adequate controls for its personnel with access to the Deliverables provided to TTC, including but not limited to pre-employment screening, onboarding, ongoing cybersecurity awareness training, and employment terms during and after termination to ensure protection of TTC's Records.

3.10 The Supplier shall ensure that any of their personnel requiring access to TTC network environment is granted after due approval by TTC. The Supplier shall ensure all such personnel comply with all TTC information security-related policies, including the completion of all assigned TTC security awareness training courses throughout the Term.

3.11 When using TTC assets or connected to TTC networks, the Supplier and their staff must adhere to all applicable TTC policies, including but not limited to the TTC Cybersecurity Policy and the TTC Acceptable Use Policy.

3.12 The Supplier shall obtain approval from TTC's Information Security Office (TTC ISO) before connecting any of its assets to a TTC network and shall harden, lock down, and otherwise secure those assets to TTC's standards; where this is not technically possible or due to exigencies, TTC may provide the Supplier with a TTC asset for use.

3.13 The Supplier shall ensure there is a pre-established asset return process for TTC assets used by the Supplier's staff upon personnel termination, reassignment, and/or expiration, or earlier termination, of this Agreement.

3.14 The Supplier shall ensure that all Deliverables employ strong, industry-standard authentication methods and schemes, including multi-factor authentication where applicable, and that access is granted only to employees and authorized parties who require such access to perform their job functions or roles (i.e., role-based access).

3.15 The Supplier shall document authentication and authorization methods for all systems, users, and service accounts across cloud and on-premises environments. All Deliverables must support standard authentication protocols and include configurable layers of authorization, access, and permissions to enforce the principle of least privilege and restrict data disclosure. Deliverables must also provide detailed audit logging for access controls, with log retention timelines acceptable to TTC.

3.16 The Supplier shall ensure that all Deliverables, including software and hardware, can integrate with TTC's enterprise identity provider or directory for authentication, in accordance with industry standards and best practices.

3.17 Remote access and VPN connections between the Supplier and TTC including connections to any external parties used by Supplier to host TTC

records must use secure, industry-standard transport protocols (e.g., IPsec, SSL, SSLVPN) with strong encryption. All remote access must occur through secure connections with split-tunneling disabled. The Supplier shall collaborate with TTC to ensure that VPN setup, configuration, and network connectivity to hosted infrastructure meet TTC's security requirements.

3.18 For Deliverables related to ICS and OT, the Supplier must ensure that critical systems are securely isolated from TTC's internal and external IT networks. This isolation may be achieved via proxy servers, intermediary services, or similar tools located in the Industrial Demilitarized Zone (iDMZ). Administrative access to these systems must be restricted and only authorized TTC personnel with role-based user privileges shall have local or remote access to the systems.

3.19 The Supplier shall implement the most secure, industry-standard session protocols and credential management for application access by authorized TTC users and must submit the technical details to TTC for approval.

3.20 The Supplier shall implement controls to prevent multiple concurrent logins using the same credentials, session persistence, autofill during login, and anonymous access unless explicitly approved by TTC. Additionally, all Deliverable components must include a lockout function triggered by failed system logon attempts, and this activity must be logged in accordance with TTC's security standards.

3.21 Suppliers must ensure all logical access to systems and user interfaces in the Deliverables are logged and auditable in both human-readable and machine-readable formats suitable for TTC SIEM ingestion. To preserve access integrity and reduce the risk of unauthorized use, documentation, emails, tickets, and alert messages must not contain access credentials intended solely for TTC authorized users.

3.22 When TTC requires a cryptographic system to be provided, the Supplier must establish policies and procedures covering the full key lifecycle addressing the following at a minimum:

i. Key Lifecycle Management: Define processes for key generation, distribution, storage, rotation, revocation, and replacement.

ii. Cryptographic Standards: Specify approved protocols and algorithms that meet current industry and TTC security standards.

iii. Access Controls: Restrict access to key generation and management functions to authorized personnel only, using role-based access and multi-factor authentication (MFA).

iv. Expiration & Notification: Provide notice in writing to TTC at least sixty (60) days in advance of the expiration of key or certificate, along with a report of key and certificate inventory.

v. Audit & Monitoring: Maintain audit logs of key management activities and regularly review for anomalies or unauthorized access.

vi. Backup & Recovery: Ensure secure backup and recovery procedures for cryptographic keys to support business continuity.

3.23 The Supplier shall notify TTC of any changes to the cryptographic system, particularly when TTC's Records are involved in the service or when TTC shares responsibility for implementing related controls.

3.24 Supplier shall ensure that all encrypted tunnels between the Supplier, TTC, and users use industry-standard encryption protocols compliant with the latest FIPS 140-x requirements. Any use of proprietary encryption must be disclosed to and approved by TTC.

3.25 Supplier shall ensure that all wireless networks and related components in the Deliverables must adhere with TTC Wireless Network Security Standard or be certified to recognized industry standards. Any use of proprietary or consumer-grade equipment or configurations must be disclosed to and approved by TTC.

3.26 The Supplier and any subcontractors must implement and maintain robust physical and environmental security measures for all hosted facilities that store or process TTC Data:

i. Physical Access Control: Prevent unauthorized access through controlled, monitored, and logged entry systems. Logs must be available in both human-readable and machine-readable formats (e.g., Syslog).
ii. Access Auditing: Ensure physical access is auditable, with records retained and reviewed regularly.
iii. Environmental Protections: Facilities must include appropriate HVAC, fire suppression, rack cooling, and power

protection systems to safeguard TTC assets and ensure operational continuity.

3.27 Supplier shall ensure that all software, graphical user interfaces (GUIs), and websites/portals provided for TTC use are developed in accordance with the latest OWASP secure coding and design standards.

3.28 The Supplier must disclose all features of delivered software and hardware, including default configurations, accounts, network ports, and administrative backdoors. Prior to delivery, system hardening must be performed (e.g. disabling guest accounts, updating malware definitions, turning off unused ports or services etc.) to ensure secure deployment.

3.29 The Supplier shall provide assurance that all software and hardware Deliverables are authentic, protected from tampering during operation, and maintain integrity throughout their lifecycle.

3.30 Supplier shall provide TTC with all market-ready hardware and software upgrades, patches, configuration files, and firmware updates which are tested in Supplier's environment prior to implementation to ensure expected functionality.

3.31 TTC may request the Supplier to secure or update systems at any time. If the systems are Supplier-operated, the Supplier is responsible for implementing updates and reconfigurations. If TTC operates the systems, the Supplier shall assist with applying updates and patches as needed.

3.32 The Supplier shall collaborate with TTC throughout the Term to plan, document, execute, and regularly test business continuity and disaster recovery plans. Additionally, the Supplier must implement security measures to prevent service exhaustion attacks, including denial-of-service protections, to ensure system availability and resilience.

3.33 The Supplier shall ensure TTC Data remains exclusively within storage facilities located in Canada or the United States throughout the Term and shall not relocate or copy TTC Data outside these specified jurisdictions without TTC's prior written consent. TTC Data may only be accessed outside Canada for service delivery (e.g., support, troubleshooting etc.) with TTC's prior written consent and in full compliance with applicable privacy laws and agreed data processing terms.

3.34 On multi-tenant cloud infrastructure, TTC's Data shall be maintained within a logical single-tenant architecture that is logically or physically separated from the Supplier's corporate infrastructure and tenants provided to other customers.

3.35 The Supplier shall securely configure its Cloud Environment in accordance with recognized industry standards (such as CIS Benchmarks, NIST SP 800-53, or ISO/IEC 27001) to ensure protection against known and emerging vulnerabilities.

3.36 The Supplier shall use dedicated, secure networks which are physically or logically separated from TTC's cloud production infrastructure (tenant) to manage their personnel access to the cloud service environment and must ensure these personnel (including technical and customer support functions) only have access to TTC Data on a need-to-know basis and subject to appropriate approval in writing from the TTC.

3.37 For AI systems, the Supplier shall establish and implement a risk management system before delivery, ensuring the identification, evaluation, and mitigation of risks related to safety, security, and privacy rights. Risk management measures must reduce or control risks and be documented for transparency.

3.38 The Supplier shall ensure that all solution deployment changes are made in accordance with the TTC Change Management Process. The Supplier shall also provide comprehensive documentation and details for each change.

3.39 The Supplier shall establish and maintain a formal Change Management Process that includes the tracking, review, and approval of all changes to its software and hardware.

4.0 DETECT

4.1 The Supplier shall conduct regular vulnerability scans and penetration testing of its infrastructure and service locations to identify and remediate security deficiencies. Additionally, upon TTC's request, the Supplier shall perform vulnerability or security assessments of the hosted infrastructure and provide evidence of such assessments. All findings from these activities shall be submitted to: ISO-GRC@ttc.ca Supplier must ensure all security measures described in the product's design documentation are properly

implemented to effectively mitigate risks associated with the use of the solution.

4.2 Supplier shall ensure Software components in the Deliverables provides for some level of logging (e.g. events, admin access, system clock synchronization). Such logs shall be in both human readable and machine-readable formats suitable for TTC SIEM ingestion.

4.3 For AI Systems, the Supplier shall implement automated logging capabilities within the AI System to detect and record events throughout its lifecycle. These logs must capture activities relevant to identifying risks to safety, security, privacy, and substantial system modifications. Real-time access to these logs must be provided to TTC to support timely detection and response to cybersecurity events.

5.0 RESPOND

5.1 Following security testing, the Supplier shall develop a remediation plan that is acceptable to TTC and implement it promptly at no cost to TTC. The Supplier must collaborate with TTC to minimize any impact on TTC's business operations and clients, including considerations for maintenance windows and affected Deliverables.

5.2 In the event of a security or privacy breach involving the Supplier's infrastructure or that of its partners, vendors, or any third parties connected to its solution implemented for the TTC, the Supplier shall:

i. Notify TTC in writing within twenty-four (24) hours of discovering any cybersecurity or privacy breach, clearly describing the nature and extent of the incident.

ii. Provide ongoing updates and cooperate fully in assessing and mitigating the impact.

iii. Send all written communications to csmonitoring@ttc.ca and call TTC's IT Service Desk at 416-393-4357.

iv. If the Security Breach involves TTC Confidential Information (e.g. Personally Identifiable Information (PII) or Protected Health Information (PHI), the Supplier shall take additional steps set out in TTC's Privacy Policy.

5.3 The Supplier will, working within existing breach response plans, provide support during a Security Breach to help the TTC identify, contain, remove and recover during a security incident. TTC will retain the right to aid in the investigation of these incidents.

5.4 As part of Security Breach response and management, the Supplier shall establish and maintain procedures based on industry standards that include:

i Chain of custody documentation for managing admissible evidence (based on admissible chain of custody management processes and controls).

ii Techniques of legally collecting forensic data and analysis procedures.

iii Incident reporting metrics and summaries to be shared with TTC upon request.

5.5 TTC and any agents acting on behalf of TTC have the right to perform necessary assessments to determine the impact of the Security Breach or. TTC and its authorized agents reserve the right to conduct any necessary assessments on the Deliverable to evaluate the impact of a Security Breach. The Supplier shall provide full cooperation and grant timely access to the Deliverable, including relevant systems, logs, data, and personnel, as required to support these assessments.

5.6 The Supplier shall collaborate with TTC to develop a security incident management plan applicable to the Deliverables.

6.0 RECOVER

6.1 At Supplier's cost and expense, Supplier will maintain a business continuity plan that meets the minimum business continuity and disaster recovery requirements aligned to industry standards (e.g., ISO 22301:2019) commensurate to the Supplier's size and complexity.

6.2 Supplier will ensure that all applicable Supplier's Subcontractors have an appropriate and regularly reviewed and tested business continuity plan in place, and that each Supplier Subcontractor is able to and will meet or exceed the industry standards to the extent it is applicable to such Supplier Subcontractor.

6.3 Upon request, but in any event not less than once per calendar year, Supplier will provide TTC with a copy of relevant portions of its business continuity plan, which will, at a minimum, include the following:

i A description of the processes and procedures for how Supplier and TTC will contact each other in the event of an emergency, along with the name and contact information of a primary and secondary contact within Supplier's organization who will be responsible for contacting and assisting TTC in the event of an emergency and who will be available on a twenty-four (24) hour basis; and

ii A description of Supplier's operations and business continuity plans (including where such plans can be found) for each site where Supplier provides the Deliverables and, if applicable, how such operations and business continuity plans differ between such sites.

6.4 Not less than once per calendar year, the Supplier will conduct the testing of its business continuity plan as follows:

i Supplier will provide TTC with at least ninety (90) days prior written notice of any testing of its business continuity plan along with a copy of the relevant portions of such plan.

ii Supplier will permit TTC to participate in or observe the testing of its business continuity plan.

iii Supplier will deliver to TTC the results of the testing of its business continuity plan in writing promptly, and in all cases, no later than thirty (30) days following the completion of such tests; and

iv The Supplier will identify areas for improvement, such as lessons learned and failures during the tests, and implement applicable corrective and preventive actions.

6.5 For Suppliers of systems supporting TTC critical business functions and within the scope of the engagement, Supplier shall execute failover test before system Go Live to ensure TTC's specified Recovery Time Objective

(RTO), and Recovery Point Objective (RPO) are met as defined in ITS Tiering Framework and DR Guidelines.

6.6 The Supplier shall ensure their business continuity and disaster recovery plans complies with Industry BCM Standards, and the requirements of this Agreement such as TTC's defined Maximum Tolerable Outage (MTO).

6.7 The Supplier shall inform and communicate with TTC within 24 hours of becoming aware of any event that may jeopardize the continuity or availability of the Deliverables. The Supplier shall provide regular updates on the nature of the event, its impact, and the progress of resolution efforts, and shall continue such communication until the issue is fully resolved.

6.8 Supplier shall ensure that all components and data within the Deliverables are regularly backed up and that these backups can be successfully restored when required.

6.9 Supplier will promptly implement any courses of action, programs, policies, controls, plans (including business continuity plans) or modifications thereto that Supplier determines to be necessary to comply with the Business Continuity Requirements outlined in this Section 6, or as otherwise requested by TTC.

7.0 ACRONYMS

7.1 "AI" means Artificial Intelligence.

7.2 "APTA" means American Public Transportation Association.

7.3 "BoM" means Bill of Materials.

7.4 "EOL" means End-of-Life.

7.5 "EULA" means End User License Agreements.

7.6 "ICS" means Industrial Control Systems.

7.7 "iDMZ" means Industrial Demilitarized Zone

7.8 "ISO" means International Organization for Standardization.

7.9 "NIST" means National Institute of Standards and Technology.

7.10 "OEM" means Original Equipment Manufacturer.

7.11 "OS" means Operational Technology.

7.12 "PCI DSS" means Payment Card Industry Data Security Standard.

7.13 "PII" means Personally Identifiable Information

7.14 "SOC" means Service Organization Controls.

8.0 LIST OF TTC POLICIES AND STANDARDS

To the extent applicable to the Deliverables, the supplier shall comply with the underlisted TTC Policies and Standards:

i. TTC Cybersecurity Policy
ii. Acceptable Use Policy
iii. Third-Party Party Cyber Risk Management policy
iv. Information Transfer Policy
v. Corporate Standard - Business Continuity Management
vi. Information Management Policy
vii. Data Governance Policy
viii. IT Systems Security Control Policy
ix. IT Computing Hardware-Software Policy
x. IT Services Non-Disclosure Agreement Policy
xi. TTC Cloud Computing Policy
xii. TTC Corporate Network Administration
xiii. Access to Information and Protection of Privacy
xiv. TTC Identity Protection standard
xv. TTC Wireless Network Security Standard
xvi. TTC Vulnerability and Patching Standard

END OF DOCUMENT

APPENDIX 4 - TTC Locations For Aftercare, Post-Incident and Reasonable Cause Testing
(Subject to Change)

RFP No.: P03BJ26601

Work Department & Work Group
Hillcrest Testing Depot - 1138 Bathurst Street Toronto ON M5R - 3H2
Malvern Divison & Garage: 5050 Sheppard Ave. East Scarborough Ontario
McNicoll Divison & Garage: 225 Milliken Blvd, Scarborough, ON M1V 0G4
Birchmount Divison & Garage: 400 Danforth Road, Scarborough, ON, M1L 3X6
Eglinton Divison & Garage: 38 Comstock Road, Toronto Ontario
Mt. Dennis Divison & Garage: 121 Industry Street, Toronto, Ontario M6M 5B6
Queensway Divison & Garage: 400 Evans Ave, Toronto, Ontario.
Arrow Road Divison & Garage: 700 Arrow Road, North York, Ontario, M9M 2M1
Wilson Divison, Garage and Complex: 160 Transit Rd M3H 6C3
Danforth Stations & Subway 1627 Danforth Ave, Toronto, ON M4C 1H7
Greenwood Complex: 400 Greenwood Ave, Toronto, ON M4J 4Y5
Russell Streetcar Divison and Carhouse: 1433 Queen St E, Toronto, ON M4L 1C7
Wheel Trans & Lakeshore Garage: 580 Commissioners St M4M 1A7
Leslie Barns and Carhouse: 1165 Lake Shore Blvd E, Toronto, ON M4M 0C3
St George Station (Signals): 139 St George St, Toronto, ON M5R 2L8
Kennedy Subway Station (Signals & ETC) - 2455 Eglinton Ave E, Toronto ON M1K 2R1
Legal: 1835 Yonge Street Toronto, ON M4S 1X8
Head Office: 1900 Yonge Street, Toronto, ON M4S 1Z2
5160 Yonge Street North York, ON M2N 6L9
5140 Yonge Street North York, ON M2N 6L7
5 Park Home Ave, Toronto ON, M2N 6L4
Roncesvalles Divison & Carhouse : 20 The Queensway, Toronto, Ontario
780 Kipling Avenue Etobicoke, ON M8Z 5G5
Kipling Subway Station - 950 Kipling Avenue Etobicoke, Ontario M3B 3L2
391 Alliance Ave York, ON M6N 2J1
9 Raitherm Rd North York, ON M6B 3X9
Construction Office at Yorkdale Mall: 1 Yorkdale Road, Suite 201 Toronto, ON M6A 3A1. - Suite 201
LRT Office 80 Photography Drive Toronto, ON M6M 0C2

APPENDIX 4 - TTC Locations For Aftercare, Post-Incident and Reasonable Cause Testing
(Subject to Change)

RFP No.: P03BJ26601

Work Department & Work Group
LRT Office 50 York Gate Blvd Toronto ON M3N 2C2
Lawrence Subway Station 3101 Yonge St., Toronto ON
40 Carl Hall Rd, North York, ON M3K 2C1
York University Subway: 120 Ian MacDonald Blvd, North York, ON M7A 2C5
Vaughan Metropolitan Centre Station - 3150 Hwy 7, Vaughan, ON L4K 4R6
St. Clair West Subway Station - 370 St. Clair West.
Davisville Yard - 29 Lascelles Blvd, M4V 2B9.
A1, 2233 Sheppard Ave W, North York, ON M9M 2Z7
Finch Station 5600 Yonge St, North York, ON M2N 5S2
120 Cartwright Ave - North York, ON M6A 1V2
245 Bartley Drive North York, ON M4A 2V8
Union Station 61 Front Street West, Toronto, ON M5J 2L5
Don Mills Station - 1700 Sheppard Avenue East
Don Mills office: Suite 106-895 Don Mills Rd. Building II, Toronto ON
Danforth Construction Office - 671 Danforth Ave, Suite 301, Toronto ON
Dundas West Station - 2635 Dundas St W, Toronto, ON M6P 1X9
Keele Station: 21 Keele Street Toronto, ON M6P 2J8
High Park Station: 35 Quebec Avenue Toronto, ON M6P 2T3
Sheppard West Station - 1035 Sheppard Ave W, North York, ON M3H 2M5
Construction: 124 Merton Street Toronto, ON M4S 1A1
Construction: 154 University Avenue, Toronto, ON M5H 3Y9
Construction: 55 Yonge Street,Toronto, ON M5E 1J4
Construction Old Mill Station 2672 Bloor St W. Toronto, ON M8X 0A7
Construction: 365 Bloor St East, Toronto, ON M4W 3L4
Construction: 640 Bloor St West, Toronto, ON M6G 1K9
Engineering: 121 Bloor St East, Toronto, ON M4W 1A9
Eglinton Station: 2190 Yonge Street, Toronto, ON M4S 2B8

APPENDIX 5 - TTC Locations For Off-site Drug & Alcohol Testing
(Subject to Change)

RFP No.: P03BJ26601

City	Number of Available Clinics by City	Clinic Testing Hours/Appointment Times
ONTARIO		
Bolton	1	M-F 9am,10am,11am,1pm
Brampton	1	M-F 9am,9:30am,10am,10:30am,11am,1:30pm,2:30pm
Brampton	1	M-F 10am,11am,1pm
Courtice	1	M-F 8am-12pm
Hamilton	6	M-F 9:30am,10:30am
		M-F 9am,10am,11am,1pm,2pm
		M,T,TH 8AM-2:30PM, W 9AM-3:30PM, F 9AM-11:30AM
		24/7 When available
		24/7 When available
		M-F 8:45AM-2PM
Markham	1	M-F 9am,9:30am,10:30am,12pm,12:30pm
Mississauga	6	M-F:8:30am-4:20pm
		M-F 9am,10am,1pm + Afterhours Availability (as requested)
		M-F 7am-3pm
		M-Tu 8:30am-5pm, W 8:30am-12pm, F 8:30am-12:pm
		M-F 9am - 3:30pm
		M-F 7:30am-5pm
Newmarket	1	M-F 8am,9am,10am

APPENDIX 5 - TTC Locations For Off-site Drug & Alcohol Testing
(Subject to Change)

RFP No.: P03BJ26601

City	Number of Available Clinics by City	Clinic Testing Hours/Appointment Times
North York	1	M-F 9am-11:30am
Oakville	1	M-F: 8:30am-1pm
Oshawa	1	M-F 8am-12pm
Scarborough	3	T, W,Th 11am-12pm
		M-F 9am-3:45pm + Afterhours Availability (as requested)
		M-F 9:30am,10am,10:30am, 11am,1pm,1:30pm
Thornhill	1	M-F 9am,11am,12pm
Toronto/ Etobicoke	3	M,Tu,Th,F 7AM-1PM W,7AM-4PM
		M-F 8:30am-1pm
		M-F 8AM-2PM
Toronto/ Hampton	1	24/7 When available
Whitby	3	M-F 9am, 9:30am,10am, 10:30am,11am,11:30am, 1:30pm,2pm,2:30pm
		M-W 9:30AM-3PM, TH 9:30AM-4:30PM, F 9:30AM-2PM
		24/7 When available
Woodbridge	2	M-F 11:30am,12:30pm,1:30pm, 2:30pm + Afterhours Availability (as requested)
		M,W,Th 10am-8pm, Tu, F 9am-5pm + Afterhours Availability (as requested)

THIS AGREEMENT is made the _____ day _____, 2028 (the “Effective Date”)

BETWEEN:

Toronto Transit Commission

(hereinafter called the "TTC")

and

[Contractor]

(hereinafter called the "Contractor")

WHEREAS the TTC called for Proposals for Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program under Request for Proposals No. **P03BJ26601**.

AND WHEREAS the Contractor submitted its Proposal dated _____.

NOW THESE PRESENTS WITNESS that the Contractor covenants and agrees with the TTC:

1.1 to perform such Services and Deliverables in the Upset Limit Amount of _____ _____ dollars ($_____), in Canadian funds, which includes all applicable taxes and duties and all other costs as detailed in Appendix H – Price Schedule and this Agreement, which form a part of the Contract Documents as defined in the attached 00 72 00 General Conditions;

1.2 that in the performance of the Contract, the Contractor will perform, fulfil, keep and abide by all the terms, clauses and conditions of the said Contract Documents; and

1.3 the Contractor and the TTC for themselves, their successors, executors, administrators and permitted assignees, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the TTC and the Contractor have signed this agreement on the Effective Date and hereby confirm authority to bind their respective corporations.

TORONTO TRANSIT COMMISSION

Per: _____
(Signature)

Name: _____

Title: _____

I have authority to bind the Corporation

[Contractor]

Per: _____
(Signature)

Name: _____

Title: _____

I have authority to bind the Corporation

END OF SECTION

Appendix C – Proponent Submission Form

1. PROPONENT INFORMATION

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

Full Legal Business Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact: Name:	
Title:	
Phone:	
Email:	

2. Acknowledgment of Non-binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

The Proponent has submitted pricing in accordance with the instructions in the RFP and, in particluar, in Price Schedule (Appendix H). The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or evaluation or ranking or decision of the TTC to enter into a Contract for the Deliverables or future participation in the TTC procurement opportunities.

5. Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the TTC prior to the Deadline for issuing Addenda.

6. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by the RFP.

7. Conflict of Interest

The Proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity who, (a) participated in the preparation of the Proposal; and (b) were employees of the TTC within the twelve (12) months prior to the Submission Deadline.

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

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

☐ The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP. If the Proponent declares an actual or potential Conflict of Interest by checking the box, the Proponent must set out below details of the actual or potential Conflict of Interest below.

8. Disclosure of Information

The Proponent hereby agrees that any information provided in its Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal by the TTC to the consultants retained by the TTC to advise or assist with the RFP process, including with respect to the evaluation the Proponent's Proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

Appendix D – Mandatory Technical Requirements Submission Form

Proponent Name: _____

RFP No: P03BJ26601
Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

(Note: Proponent is required to complete and submit this form with their Response. Proposals that do not comply with these mandatory technical requirements will be excluded from further consideration, in accordance with Part 2 subsection 2.2.2 of the RFP document).

Item	Mandatory Requirement	Proponent's Response (YES/NO) **Note**: Proponent shall respond to the mandatory technical requirement and complete this Appendix D by indicating "Yes" or "No" below.
1.	The Proponent **must** attest that it possesses at least one of the Cybersecurity control attestation reports or certifications stipulated in sub-section 1.2 of Appendix 3 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements which covers all in-scope Software/Hardware/Services, supporting technology infrastructure, and sub-service organizations for the proposed solution. **Note:** During the contract negotiation stage, as specified in RFP document Part 4, Section F, Pre-Conditions of Award, the selected Proponent is required to provide valid and current evidence of the chosen certificate or attestation. Failure to provide a valid certificate or attestation will result in disqualification during the contract negotiation stage.	☐YES ☐NO • Indicate which one(s) your company has: _____ • If Other - ☐ _____ (Please specify) **Note:** TTC reserves the right, at its sole discretion, to determine if the proposed "Other" is considered an equivalent or better.

		In the event TTC considers the Proponent's response to not be considered an equivalent or better, TTC shall consider the Proponent's response to this requirement as "No".
2.	If the Proponent's proposed solution includes or incorporates Artificial Intelligence (AI) capabilities, the Proponent **must** attest that it possesses at least one (1) of the following in addition to Item No.1: • ISO/IEC 42001 Artificial Intelligence Management System (AIMS) certificate, or • CSA STAR for AI Level 2, or • SOC 2 Type II with documented AI governance controls, or • A Model Card for the AI, or • Any other valid industry-recognized third-party certification specific to AI **Note:** During the contract negotiation stage, as specified in RFP document Part 4, Section F, Pre-Conditions of Award, the selected Proponent is required to provide valid and current evidence of the applicable AI certification, attestation, or supporting document indicated by the Proponent. Failure to provide valid evidence of the applicable AI certification, attestation, or supporting document indicated by the Proponent will result in disqualification during the contract negotiation stage.	☐ YES, the proposed solution includes AI capabilities and the Proponent attests that it possesses at least one (1) of the acceptable AI certifications, attestations, or supporting documents. • Indicate which one(s) your company has: _____ • If Other - ☐ _____ (Please specify) ☐ NO, the proposed solution includes AI capabilities, but the Proponent does not possess any of the acceptable AI certifications, attestations, or supporting documents. ☐ NOT APPLICABLE, the proposed solution does not include AI capabilities. **Note:** TTC reserves the right, at its sole discretion, to determine if the proposed

		"Other" is considered an equivalent or better. In the event TTC considers the Proponent's response to not be considered an equivalent or better, TTC shall consider the Proponent's response to this requirement as "No".
3.	Does the Proponent attest that it will use a laboratory that holds ISO/IEC 17025 or equivalent accreditation? **Note:** The Proponent must submit the pdf copy of the proof of the relevant laboratory accreditation as an attachment to this Appendix D.	☐YES ☐NO
4.	Does the Proponent attest that an alternate ISO/IEC 17025, SAMHSA or DHHS accredited laboratory will be made available for contested results and re-analysis?	☐YES ☐NO
5.	Does the Proponent attest that it has the capability to provide on-site sample collection services, with a minimum of one (1) qualified collector physically present in accordance with TTC operational requirements?	☐YES ☐NO
6.	Does the proposed Medical Review Officer maintain a standing certification with either the American Association of Medical Review Officers or the Medical Review Officer Certification Council? **Note:** The Proponent must submit the pdf copy of the proof of the relevant certification as an attachment to this Appendix D.	☐YES ☐NO
7.	Does the Proponent attest that all Collectors, whether directly employed by the Proponent or subcontracted through a third-party vendor, hold valid and current certifications to perform specimen collections and are trained and certified through a TTC acceptable recognized industry body, such as the National Drug and Alcohol Screening Association (NDASA, formerly DATIA), with training	☐YES ☐NO

	aligned to U.S. Department of Transportation (DOT) specimen collection guidelines for drug and alcohol testing?	

Additional Notes:

1. Selection of ‘No’ to any of the mandatory requirements or failure to satisfy a mandatory requirement listed above will result in the Proponent's submission being deemed non-compliant and will not be reviewed further.

2. For Item 2, "Not Applicable" is an acceptable response where the proposed solution does not include AI capabilities.

3. The TTC reserves the right to verify any response provided in this Appendix D. Any false, misleading, or inaccurate response may result in the Proponent being deemed non-compliant and removed from further consideration.

4. The TTC, at its sole discretion, may request the Proponent to provide additional documentary evidence in support of their responses above for evaluation and/or verification purposes.

END OF SECTION

Appendix E – Corporate Summary Form

Proponent Name: _____
RFP No: P03BJ26601
Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

(Note: Using this Appendix E – Corporate Summary Form, describe relevant experience in Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for FFD Program. Proponent must submit their response on this Appendix E and shall be limited to a maximum 20 pages in length. Responses must be entered in the space provided for each question within this Appendix E and not by reference to separate attachments. The TTC evaluates the first 20 pages and will not read past 20th page. Proponents should not write any information in greyed out cells).

	WEIGHTING	PROPONENT'S RESPONSE
CORPORATE QUALIFICATIONS	**30**	
a) Provide an overview of your organization including: • Legal structure. • Years in business. • Number of employees and key service delivery personnel. • Primary service offerings. • Geographic service coverage within the Greater Toronto Area (GTA) and Ontario, with the capacity to support testing services across Canada and internationally, as required. • Organizational capabilities relevant to workplace drug and alcohol testing, collection services, laboratory coordination, Medical Review Officer services (MRO), and FFD Programs.	2	

	WEIGHTING	PROPONENT'S RESPONSE
b) Provide the total number of years of experience your organization has providing urine drug and breath alcohol collection and testing services using devices compliant with the Canadian Model Construction Owners Association of Alberta and Department of Transportation standards in support of Canadian workplace drug and alcohol testing programs. A minimum of five (5) years of experience is required.	2	
c) Provide the total number of years of experience your organization has providing oral fluid collection and testing services in support of Canadian workplace drug and alcohol testing programs. A minimum of five (5) years of experience is required.	2	
d) Describe your organization's experience delivering workplace drug and alcohol testing services, MRO services and FFD Program including: • Oral fluid testing. • Urine drug testing. • Breath alcohol testing. • Post-incident testing. • Reasonable cause testing. • Return-to-duty testing. • Aftercare testing. • Certification internal/external hire testing. • Integrated collection, laboratory, MRO, and program administration services.	3	
e) Describe your organization's experience using Quantisal I and Quantisal II oral fluid collection devices, including the types of programs supported and the number of years of such experience.	2	
f) Explain your organization's experience providing services for clients operating within safety-sensitive,	3	

	WEIGHTING	PROPONENT'S RESPONSE
safety-critical, transportation, transit, public-sector, municipal, regulated, industrial, utility, unionized, geographically dispersed, or similarly complex operational environments. Include: • Workforce sizes supported. • 24/7 operations. • Ability to manage high testing volumes, urgent testing requests, and time-sensitive service requirements. • Experience supporting unionized workforces with FFD programs. • Relevance of experience to TTC's FFD Program.		
g) Describe your organization's capability to provide: • Mobile collection services. • Dedicated On-site collection services. • Fixed clinic services; and • Geographic service coverage. Include a summary of your clinic network, mobile response capabilities, and geographic coverage within GTA and Ontario.	2	
h) Describe your organization's collector network and capability to provide collection services in support of the FFD Program. • Number of collectors available to support mobile collection services. • Number of collectors available to support On-site collection services. • Processes used to provide replacement collectors and maintain continuous service coverage during absences, peak demand periods, and emergencies.	2	

	WEIGHTING	PROPONENT'S RESPONSE
• Capability to provide post-incident and reasonable cause mobile collection services upon TTC request at any time, including outside Business Hours, weekends, and statutory holidays.		
i) Describe your organization's experience implementing and supporting secure digital solutions, within regulated or public-sector environments, used for: • Testing administration. • Scheduling. • Chain-of-custody management. • Reporting. • Record retention. • Data migration. • Privacy-sensitive workflows; and • Program analytics.	2	
j) Describe the measures your organization has taken in place to ensure continuity of service, including: • Staffing contingency plans. • Coverage for absences. • Surge capacity. • Escalation procedures; and • Business continuity practices relevant to the services described in Appendix A – The Deliverables.	2	
k) Describe your organization's experience administering workplace testing or health-related programs involving personal information and/or personal health information, including privacy, confidentiality, chain-of-custody, and records management requirements.	2	
l) Relevant Corporate Experience (within last 5 years) by Project/Contract in alignment with Appendix A – The Deliverables.		

	WEIGHTING	PROPONENT'S RESPONSE
Project/Contract Reference No. 1	2	
Project/Contract Name and Location		
Client Reference		Company Name: Industry: Contact Person's Name: Phone No.: Email:
Project/Contract Duration		From: month/year To: month/year
Description of the Project/Contract		
Detailed Description of Services Provided in Alignment with Appendix A – The Deliverables		
Approximate Number of Individuals Tested Annually		
Approximate Number of Tests Performed Annually		
Approximate Number of Collection Sites and Clinic Locations Offered		
Types of Testing Performed		
Collection Methods Utilized (Mobile, On-Site, Clinic)		
Description of MRO Services Provided, Including Volume and Scope		
Role of the Proponent (Prime Contractor, Subcontractor, Laboratory Provider, Collection Provider, MRO Provider, or Integrated Service Provider)		

	WEIGHTING	PROPONENT'S RESPONSE
Approximate Annual Dollar Value of Services		
Project/Contract Reference No. 2	2	
Project/Contract Name and Location		
Client Reference		Company Name: Industry: Contact Person's Name: Phone No.: Email:
Project/Contract Duration		From: month/year To: month/year
Description of the Project/Contract		
Detailed Description of Services Provided in Alignment with Appendix A – The Deliverables		
Approximate Number of Individuals Tested Annually		
Approximate Number of Tests Performed Annually		
Approximate Number of Collection Sites and Clinic Locations Offered		
Types of Testing Performed		
Collection Methods Utilized (Mobile, On-Site, Clinic)		
Description of MRO Services Provided, Including Volume and Scope		

	WEIGHTING	PROPONENT'S RESPONSE
Role of the Proponent (Prime Contractor, Subcontractor, Laboratory Provider, Collection Provider, MRO Provider, or Integrated Service Provider)		
Approximate Annual Dollar Value of Services		
Project/Contract Reference No. 3		
Project/Contract Name and Location		
Client Reference		Company Name: Industry: Contact Person's Name: Phone No.: Email:
Project/Contract Duration		From: month/year To: month/year
Description of the Project/Contract		
Detailed Description of Services Provided in Alignment with Appendix A – The Deliverables	2	
Approximate Number of Individuals Tested Annually		
Approximate Number of Tests Performed Annually		
Approximate Number of Collection Sites and Clinic Locations Offered		
Types of Testing Performed		
Collection Methods Utilized (Mobile, On-Site, Clinic)		

	WEIGHTING	PROPONENT'S RESPONSE
Description of MRO Services Provided, Including Volume and Scope		
Role of the Proponent (Prime Contractor, Subcontractor, Laboratory Provider, Collection Provider, MRO Provider, or Integrated Service Provider)		
Approximate Annual Dollar Value of Services		

END OF SECTION

APPENDIX F – PROPOSED KEY STAFF SUMMARY FORM

Proponent Name: _____
RFP No: P03BJ26601
Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

(Note: Proponent must submit their response on this Appendix F and shall be limited to a maximum five (5) pages in length per position. The TTC evaluates the first five (5) pages and will not read past 5th page per position. Responses must be entered in the space provided for each question within this Appendix F and not by reference to separate attachments. Proponents should not write any information in greyed out cells).

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	**WEIGHTING 30**	**PROPONENT'S RESPONSE**
i) Account Manager:		**Name:**
a) Number of years of experience (preferably 3 years) managing corporate accounts, workplace drug and alcohol testing programs, occupational health programs, FFD programs, or similar services in alignment with Appendix A – The Deliverables.	1	
b) Technical Qualifications: Academic qualifications, Professional associations/certifications and relevant training in accordance with Appendix A – The Deliverables.	1	

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
c) Describe the proposed Account Manager's experience managing: • Workplace drug and alcohol testing programs. • Collection and laboratory testing services. • Service delivery. • Contract performance monitoring. • Performance reporting. • Service level monitoring. • Client relationship management. • Operational issues. • Stakeholder communications. • Service escalations for accounts of similar scope, complexity; and • Operational requirements.	2	
d) Explain the proposed Account Manager's experience supporting clients operating within safety-sensitive, transportation, transit, public-sector, unionized, or similar environments.	2	
e) Relevant Experience By Project (within the last five (5) years) in alignment with Appendix A – The Deliverables.		
Relevant Experience - Project/Contract No. 1	1	
Project/Contract Name and Location		
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Number of Individuals Supported		
Project/Contract Duration		From: month/year To: month/year

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
Project/Contract Relevance to Account Manager Responsibilities identified in Appendix A – The Deliverables		
Relevant Experience - Project/Contract No. 2	1	
Project/Contract Name and Location		
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Number of Individuals Supported		
Project/Contract Duration		From: month/year To: month/year
Project/Contract Relevance to Account Manager Responsibilities identified in Appendix A – The Deliverables		
ii) Medical Review Officer:		**Name:**
a) Number of years of experience as a licensed physician. A minimum of five (5) years of experience is required.	2	
b) Technical Qualifications: Academic, Professional Associations, certification, memberships and other relevant credentials in accordance with Appendix A – The Deliverables.	2	
c) Number of years of experience (preferably five (5) years) providing witness testimony in labour, arbitration, human rights, court, regulatory, or similar proceedings involving workplace testing, workplace substance use, or FFD matters.	2	

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
d) Describe the proposed MRO's qualifications, knowledge, skills, and experience relevant to workplace drug and alcohol testing programs and FFD programs. Include experience related to: • Addiction medicine and substance use disorders. • Workplace drug and alcohol testing programs. • Safety-sensitive, transit, transportation, public-sector, and unionized work environments. • Reviewing and interpreting laboratory results. • Managing complex or atypical testing scenarios. • Chain-of-custody issues and disputed results. • Medical cannabis and prescription medication considerations. • Return-to-work and fitness-for-duty recommendations; and • Providing expert medical opinions and testimony in arbitration, labour relations, human rights, regulatory, court, or other formal proceedings.	3	
e) Provide the approximate number of workplace drug and alcohol testing files personally reviewed by the proposed MRO during each of the last three calendar years.	1	Year 1: _____ Year 2: _____ Year 3: _____
f) Relevant Experience By Project (within the last five (5) years) in alignment with Appendix A – The Deliverables.		
Relevant Experience - Project/Contract No. 1	2	
Project/Contract Name and Location		

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Project/Contract Duration		From: month/year To: month/year
Approximate Annual Testing Volume		
Types of Testing Supported		
Project/Contract Relevance to MRO Responsibilities identified in Appendix A – The Deliverables		
Relevant Experience - Project/Contract No. 2	2	
Project/Contract Name and Location		
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Project/Contract Duration		From: month/year To: month/year
Approximate Annual Testing Volume		
Types of Testing Supported		
Project/Contract Relevance to MRO Responsibilities identified in Appendix A – The Deliverables		
Relevant Experience - Project/Contract No. 3	2	
Project/Contract Name and Location		
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Project/Contract Duration		From: month/year To: month/year
Approximate Annual Testing Volume		
Types of Testing Supported		
Project/Contract Relevance to MRO Responsibilities identified in Appendix A – The Deliverables		
iii) Project Manager:		**Name:**
a) Number of Years of Project Management Experience implementing technology solutions of comparable scope and complexity.	1	
b) Technical Qualifications: Academic qualifications, project management certifications, and trainings in accordance with Appendix A – The Deliverables.	1	
c) Describe the proposed Project Manager's experience implementing workplace drug and alcohol testing solutions, including: • Testing administration systems. • Chain-of-custody systems. • Reporting and analytics solutions. • Privacy-sensitive systems. • Public sector solutions.	2	

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
d) Describe the proposed Project Manager's experience managing: • Data migration. • System integration. • User acceptance testing. • Operational readiness. • Transition and mobilization activities.	1	
e) Relevant Experience By Project (within the last five (5) years) in alignment with Appendix A – The Deliverables.		
Relevant Experience - Project/Contract No. 1	0.5	
Project/Contract Name and Location		
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Technology Implemented and Data Migration Activities Performed		
Project/Contract Duration		From: month/year To: month/year
Project/Contract Relevance to Project Manager Responsibilities identified in Appendix A – The Deliverables		
Relevant Experience - Project/Contract No. 2	0.5	
Project/Contract Name and Location		
Client Reference		Company Name: Contact Person's Name: Phone No.: Email:
Description of the Project/Contract		
Description of Individual's Role & Responsibilities on Project/Contract		
Technology Implemented and Data Migration Activities Performed		

PROJECT TEAM QUALIFICATIONS/ EXPERIENCE	WEIGHTING 30	PROPONENT'S RESPONSE
Project/Contract Duration		From: month/year To: month/year
Project/Contract Relevance to Project Manager Responsibilities identified in Appendix A – The Deliverables		

END OF SECTION

Appendix G – Proposed Work Methodology

Company Name: _____
Proposal No.: P03BJ26601
Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

(Note: Proponent must submit their response on this appendix G and the Proposed Work Methodology should be limited to a maximum 20 pages. The TTC evaluates the first 20 pages and will not read past 20th page. Responses must be entered in the space provided for each question within this Appendix G and not by reference to separate attachments. Proponents should not write any information in greyed out cells).

Proposed Work Methodology	**WEIGHTING 25**	
a. Understanding of TTC Requirements Describe your understanding of TTC's FFD Program and the services required under Appendix A – The Deliverables. Include: • Safety-sensitive environment considerations. • Reasonable cause testing. • Post-incident testing. • Certification internal/external hire testing. • Aftercare and return-to-duty testing. • Service level requirements. • Key operational risks and success factors.	2	

b. Service Delivery Approach Describe your proposed approach to delivering the services described in Appendix A – The Deliverables. Include: • Mobile collection services. • On-site collection services. • Clinic-based collection services. • Laboratory services. • Medical Review Officer (MRO) services. • Re-analysis services. • Escalation and issue management. • Proposed governance and account management structure. • Staffing model, resource allocation, and coverage approach. • Accountability and oversight controls. • Management of subcontractor and third-party service providers. • Performance monitoring.	4	
c. Emergency and Time-Sensitive Testing Response Describe the processes and controls that will be used to support: Include: • Approach to respond to post-incident, and reasonable cause requests at any time, including outside Business Hours, weekends, and statutory holidays. • Collector dispatch and replacement. • Urgent and Afterhours requests. • Compliance with service levels.	2	

d. Technology Solution, Chain of Custody and Information Management Explain the proposed technology solution and how it will support: • Identity verification processes. • Scheduling. • Specimen handling controls. • Chain-of-custody controls. • Communications. • Reporting. • Dashboard functionality. • Record management. • Security and privacy requirements. • Privacy, confidentiality and regulatory compliance controls. • User access management and administration.	3	

e. Data Migration, Implementation and Transition Explain your proposed methodology for: • Implementation. • Technical onboarding. • Data migration. • Validation and reconciliation. • User acceptance testing. • Transition to operational service delivery. Include key risks, assumptions, dependencies, and mitigation strategies.	2	

f. Quality Assurance and Continuous Improvement Describe your quality assurance processes and controls. Include: • Specimen collection quality controls. • Chain-of-custody controls. • Error management. • Incident management. • Corrective action processes. • Continuous improvement methodology. • Standardized procedures and controls across all collection sites and subcontractors. • Staff competency monitoring. • Auditing and quality review activities	3	
g. Reporting, Analytics and Program Monitoring Describe your approach to: • Monthly reporting. • Quarterly reporting. • Annual reporting. • Trend analysis. • Dashboards. • Program analytics. • Recommendations for program improvement. • Service level monitoring and reporting. • Customized/ad hoc reporting capabilities. • Data export capabilities. • Validation of reporting accuracy and completeness.	3	

h. Transition and Contract Wind-Down Describe your approach to: • Transitioning services at contract start. • Knowledge transfer. • Completion of in-progress cases. • Data export. • Historical record availability. • Contract expiry and orderly transition to TTC or a successor contractor.	1	

i. Sample Collection, Analysis and Medical Review Approach Describe your proposed operational approach to specimen collection, laboratory analysis, MRO review, and re-analysis services for TTC. Include: • Breath alcohol testing. • Oral fluid testing. • Urine drug testing. • Quantisal I and Quantisal II collection processes. • Point-of-collection capabilities. • Chain-of-custody controls. • Complex collection situations. • Laboratory testing methodology. • Specimen integrity controls. • MRO review processes. • Disputed and re-analysis testing. • Processes used to assess, implement, validate, and operationalize changes to testing panels, cut-off levels, testing methodologies, and related program requirements during the Contract Term, including identifying impacts, dependencies, timelines, validation activities, and communication requirements.	5	

END OF SECTION

Appendix H - Price Schedule

Proponent Name:

RFP No. P03BJ26601

Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

Instructions:

The Proponent is to complete the information in accordance with the RFP document and the following instructions:

(1) Complete the "Unit Price" cells (as applicable) in accordance with the RFP document and these instructions.

(2) The "Unit Price" submitted shall be firm and fixed for each year for the term of the Contract.

(3) The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

(4) Do not change, modify, or alter this Price Schedule in any way, except to enter information where explicit instructions indicate otherwise.

(5) A Proposal that includes a Price Schedule that has been changed, modified, or altered in any way, except to enter information into a cell or in accordance with the instructions provided, will be disqualified.

(6) Pricing submission shall include all Deliverables required for the Proponent to deliver as defined in Appendix A - The Deliverables.

(7) Pricing submitted by the Proponent shall be all-inclusive and shall include all labour, materials, travel, transportation, insurance, delivery, installation, set-up, administrative, overhead, and other incidental costs, together with all fees, permits, duties, levies, and charges required by law, except for HST, which shall be shown separately.

(8) All prices must be stated in Canadian currency, inclusive of all applicable duties and taxes except for HST, which TTC shall assess as 13% for all submissions.

(9) With respect to Mobile Collection - Business Hours and Afterhours, pricing shall include collector labour, travel within the TTC service area, scheduling, dispatch, and collection administration activities for up to one (1) employee at the incident location.

(10) With respect to Mobile Collection – Additional Employee – Business Hours and Afterhours, pricing shall apply to each additional employee tested during the same collector attendance at the same incident location. This pricing shall include only the incremental specimen collection and collection administration activities associated with the additional employee and shall not include any costs already included in the Mobile Collection – Business Hours or Afterhours attendance pricing.

(11) Pricing must be submitted for all items listed in this Price Schedule for the Base Term (Year 1 and Year 2), unless labelled as "Optional Pricing". To do so, all of the editable cells for the item must contain a valid value. A value of $0 is considered a valid value where the required component, functionality, or capability is included within another priced item. No input or a non-numerical input will be deemed $0.

(12) Price submission for the Optional Periods (Year 3, Year 4 and Year 5) is encouraged, but not mandatory.

(13) Price submission for the Optional Items is encouraged, but not mandatory.

(14) Do not save this file in a different format.

(15) In the event of mathematical errors found in this Price Schedule, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by the TTC and adjustments resulting from the correction will be applied to the Total Evaluated Price. Proponent(s) submitting Price Schedule affected by mathematical errors identified by the TTC may be contacted for clarification.

(16) Do not use Excel formulas in the response.

(17) If you have any questions regarding the content of this file, contact the RFP contact listed in sub-section 1.3 of RFP document.

(18) If you have any technical problems, please contact EUNA Procurement at support.bonfire@eunasolutions.com.

				Base Term				Optional Term					
				Year 1		Year 2		Year 3		Year 4		Year 5	
Item No.	Description	Unit of Measure	Estimated Yearly Quantity	Unit Price	Extended Yearly Price	Unit Price	Extended Yearly Price	Unit Price	Extended Yearly Price	Unit Price	Extended Yearly Price	Unit Price	Extended Yearly Price
Core Testing Services													
1	5 Panel + Fentanyl Oral Fluid Lab Test	Each	350		$ -		$ -		$ -		$ -		$ -
2	5 Panel + Fentanyl Urine Lab Test	Each	1350		$ -		$ -		$ -		$ -		$ -
3	4 Panel + Fentanyl Urine Lab Test	Each	950		$ -		$ -		$ -		$ -		$ -
4	Tetrahydrocannabinol (THC) Only Screen Oral Fluid Lab Test	Each	950		$ -		$ -		$ -		$ -		$ -
5	Breath Alcohol Test	Each	1500		$ -		$ -		$ -		$ -		$ -
6	Breath Alcohol Confirmation Test	Each	15		$ -		$ -		$ -		$ -		$ -
7	Re-analysis of Lab Urine Drug Sample	Each	15		$ -		$ -		$ -		$ -		$ -
8	Re-analysis of Lab Oral Fluid Sample	Each	20		$ -		$ -		$ -		$ -		$ -

Third-Party Collection Services													
9	Clinic Collection - Business Hours	Each	1300		$ -		$ -		$ -		$ -		$ -
10	Clinic Collection - Afterhours	Each	50		$ -		$ -		$ -		$ -		$ -
Mobile Collection Services													
11	Mobile Collection - Business Hours **Note:** Pricing shall be submitted in accordance with instruction # 9.	Per Attendance	350		$ -		$ -		$ -		$ -		$ -
12	Mobile Collection - Additional Employee - Business Hours **Note:** Pricing shall be submitted in accordance with instruction # 10.	Per Additional Employee	10		$ -		$ -		$ -		$ -		$ -
13	Mobile Collection - Afterhours **Note:** Pricing shall be submitted in accordance with instruction # 9.	Per Attendance	250		$ -		$ -		$ -		$ -		$ -
14	Mobile Collector - Additional Employee - Afterhours **Note:** Pricing shall be submitted in accordance with instruction # 10.	Per Additional Employee	5		$ -		$ -		$ -		$ -		$ -
On-Site Collection Services													
15	Dedicated On-Site Collector - Business Hours	Per Hour	780		$ -		$ -		$ -		$ -		$ -
16	Dedicated On-Site Collector - Afterhours	Per Hour	780		$ -		$ -		$ -		$ -		$ -
Medical Review Officer (MRO) Services													
17	MRO Review	Each	55		$ -		$ -		$ -		$ -		$ -
18	MRO Expert Witness Fee	Per Hour	10		$ -		$ -		$ -		$ -		$ -
19	MRO Expert Opinion / Report Fee	Per Hour	25		$ -		$ -		$ -		$ -		$ -

Data Migration and Implementation													
20	Data Migration Cost	Lump Sum	1		$ -		$ -		$ -		$ -		$ -
21	Implementation and Onboarding	Lump Sum	1		$ -		$ -		$ -		$ -		$ -
Training													
22	Supervisor/Management Training Session	Per Hour	25		$ -		$ -		$ -		$ -		$ -
23	Customized Training Development	Each	3		$ -		$ -		$ -		$ -		$ -
Miscellaneous Charges													
24	No Show Fee – Drug - On-Site	Each	100		$ -		$ -		$ -		$ -		$ -
25	No Show Fee – Alcohol - On-Site	Each	100		$ -		$ -		$ -		$ -		$ -
26	No Show Fee – Drug - Off-Site	Each	100		$ -		$ -		$ -		$ -		$ -
27	No Show Fee – Alcohol - Off-Site	Each	100		$ -		$ -		$ -		$ -		$ -

Year 1 SUBTOTAL	$ -	**Year 2 SUBTOTAL**	$ -
HST@13%	$ -	**HST@13%**	$ -
Year 1 TOTAL INCLUDING HST	$ -	**Year 2 TOTAL INCLUDING HST**	$ -
Total Evaluated Price for Base Term			**$ -**

Optional Pricing

Optional submittal and if submitted will not be included as part of the evaluation.

Item No.	Description	Unit of Measure	Unit Price
1	Out of province testing (within Canada) fees for THC Only Screen Oral Fluid Lab Test	Each	
2	Out of province testing (within Canada) fees for 4 Panel + Fentanyl Urine Lab Test	Each	
3	Out of country testing fees for THC Only Screen Oral Fluid Lab Test	Each	
4	Out of country testing fees for 4 Panel + Fentanyl Urine Lab Test	Each	
5	Expanded Drug Panel Feasibility Assessment and Investigation Fees	Per Substance	
6	Alternative Cut-off Feasibility Assessment and Investigation Fees	Per Substance	
7	Oral Fluid Point-of-Collection	Each	
8	Oral Fluid Point-of-Collection Lab Test	Each	
9	Additional Training Session	Each	
10	Panel Change Implementation	Per Substance	
11	Cut-Off Change Implementation	Per Substance	

Appendix I - Rate Card

Proponent Name:

RFP No. P03BJ26601

Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

Instructions:

1. The rate card is applicable where TTC determines to have the succesful Proponent to perform additional work for data migration outside of defined Deliverables in Appendix A.

2. Add lines to cover all roles to meet data migration requirements outlined in Appendix A - The Deliverables and any potential resources that Proponent may have available in the event TTC, at its sole discretion, wishes to utilize.

3. This Appendix is not evaluated and is for contract administration purposes only. However, Proponents are encouraged to provide the relevant information in the cells below.

4. In the event TTC requires additional data migration expertise not originally contemplated, TTC may, at its sole discretion, request the Contractor to provide additional resources at the established rate card. TTC reserves the right to assess and approve proposed resources, including but not limited to, reviewing resumes, conducting interviews, and evaluating relevant project experience.

5. The All-Inclusive Hourly Billing Rate (AIHBR) shall be inclusive of all markups for overhead, payroll burden, tax equalization, foreign exchange rate conversion, profit and all other costs (including standard disbursements), but excluding HST and shall be firm for the term of the Contract.

Proposed Staff Name	Proponent Name	Project Team position on this Contract	AIHBR ($)
“< >”	“< >”	E.g. Project Manager	“< >”
“< >”	“< >”	“< >”	“< >”
“< >”	“< >”	“< >”	“< >”
“< >”	“< >”	“< >”	“< >”
“< >”	“< >”	“< >”	“< >”
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“< >”	“< >”	“< >”	“< >”
“< >”	“< >”	“< >”	“< >”

APPENDIX J – JOINT VENTURES (If Applicable)

Company Name: _____
Proposal No.: P03BJ26601
Title: Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for Fitness for Duty Program

(Note: Information requested in sub-section C.6 (under Part 4 – RFP Particulars) of RFP document shall be summarized on this Appendix J.)

NAMES OF COMPANIES FORMING JOINT VENTURE	
NAME OF JOINT VENTURE (if applicable)	
NAME OF PARTICIPANT IN CHARGE	

ATTACH AUTHORIZATION OR SIMILAR DOCUMENTATION AS DETAILED IN SUB-SECTION C.6 (UNDER PART 4 – RFP PARTICULARS) OF RFP DOCUMENT.

Note: If the Proponent is a joint venture, each joint venture participant shall provide a power of attorney, or similar document, signed by a legal authorized representative of the joint venture participant stating that the Participant in Charge is authorized by the joint venture participant to incur liabilities and receive instructions for and on behalf of the joint venture participant.

END OF SECTION

Appendix K – Form of Agreement Review Submission Form

1. Proponent Information

A copy of the Form of Agreement is included in the RFP as Appendix B – Form of Agreement. The Proponent must review Appendix B – Form of Agreement and all documents listed in sub-section 2.6.2 of the RFP document, and provide a response to the following:

a. Please indicate, by checking either box "Yes" or box "No", whether the Form of Agreement and the documents listed in sub-section 2.6.2 of the RFP document is acceptable to the Proponent. If box "No" is checked, please complete part b) below.

For clarity, if neither the "Yes" box or "No" box is checked, or if the "No" box is checked but no proposed revisions are submitted to any of the RFP terms and conditions, the response will be deemed to be a checked "Yes" *box (i.e., indicating* that the Form of Agreement is acceptable to the Proponent). If both the "Yes" box and "No" box are checked, or if the "Yes" box is checked but, nevertheless, proposed revisions are submitted, the response will be deemed to a checked "No" box.

Yes ☐ No ☐ (please complete part b)

b. Subject to the terms of the RFP for Provision of Collection, Laboratory Analysis and Third-Party Administrator Services for FFD Program, the Proponent may propose alternative language or terms for Appendix B – Form of Agreement and the documents listed in sub-section 2.6.2 of the RFP document. The Proponent shall submit this Appendix K – Form of Agreement Review Submission Form in Microsoft Word format by email and complete Section 2 below by identifying the specific sections within the documents for which revisions are requested and provide the proposed revised wording. If no alternative language or terms are submitted within Appendix K – Form of Agreement Review Submission Form, then the Proponent will be deemed to have accepted all provisions in their original form without alteration.

2. Form of Agreement Requested Revisions

If the Proponent has checked the "No" box in 1a. above, then the Proponent shall provide any requested revision to the specific sections within Appendix B – Form of Agreement and the documents listed in sub-section 2.6.2 of the RFP document in the table below.

Notes:

- Any provision for which the Proponent does not propose alternative language, the original provision will be deemed to have been accepted by the Proponent.
- Any Proposal to use the Proponent's standard form agreement or a similar answer is not an acceptable response or a proposed alternative language.
- Each Proponent may propose alternative language for provisions that are not expressly identified by utilizing the blank spaces provided at the end of the table below. Additional rows may be added if required.
- Each Proponent must reference each original specific provision (*e.g., GC21, SC4, etc.)* in the left column, a brief description of the proposed alternative language requested in the middle column, and the complete proposed alternative language in the right column.

- TTC does not commit to accepting any requested revisions to Appendix B – Form of Agreement and the documents listed in sub-section 2.6.2 of the RFP document. Details will be negotiated during Stage 5 – Contract Negotiations and Form of Agreement Review Submission Form.

Reference	Description	Proponent Comments/Requested Change
00 72 00 – General Condition – GC21		
00 73 00 – Supplementary Conditions – SC4		
Appendix 3 - Schedule 9.03 - TTC Standard Security and Business Continuity Requirements		
Other Sections (suggested by Proponent)		

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GC3 LANGUAGE OF THE CONTRACT 3
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GC26 SEVERABILITY 14

GC27 COMPANY WORK PERFORMANCE RATING 14

GC28 PROHIBITION AGAINST GRATUITIES 15

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GC30 ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS 15

GC31 DELIVERY AND SHIPPING INSTRUCTIONS 15

GC32 INDEMNIFICATION 17

GC33 INVOICING 17

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GC35 FOREIGN EXCHANGE ADJUSTMENT 18

GC36 SELLING PRODUCTS TO TTC EMPLOYEES 19

GC37 NON-RESIDENT WITHHOLDING TAXES 19

SCHEDULES

SCHEDULE GC27 – COMPANY PERFORMANCE REVIEW FORM
SCHEDULE GC30 – ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS

GC1 DEFINITIONS

1.1 The following definitions shall apply to all Contract Documents and references to the masculine or singular throughout the Contract Documents shall be considered to include the feminine and the plural respectively, and vice versa as the context requires.

1.1.1 “ABCC” shall mean the City or an Agency, Board, Commission or Corporation of the City. Each ABCC has its own relationship with the City and administers important services to the residents of the City.

1.1.2 “Applicable Laws” shall mean the meaning as given in GC6.1.

1.1.3 "Approved Equal" shall mean a substitute approved in writing by the TTC’s Representative for an item designated in the Specifications.

1.1.3 “Bid” shall mean the written offer of a Bidder to perform the Work.

1.1.4 “Bidder” shall mean the party submitting a Bid for the Work.

1.1.5 “TTC” shall mean the Toronto Transit Commission a body corporate pursuant to the City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A, as amended.

1.1.6 "TTC’s Representative" shall mean the duly authorized representative, designated from time to time by the TTC, to exercise such power, authority or discretion as is required under the Contract.

1.1.7 “Contract" shall mean the undertaking by the TTC and the Company to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.

1.1.8 "Contract Amendment" shall mean a written instruction for an agreed final amount, issued by the TTC, to the Company for additions, deletions or other revisions to the Work as specified in the Contract Documents.

1.1.9 "Contract Completion" shall mean when the entire Work, except those items arising from the provisions of GC9 - WARRANTY, has been performed to the requirements of the Contract Documents and is so certified by the TTC’s Representative.

1.1.10 "Contract Documents" shall mean the Contract Amendments, Purchase Order, Addenda, Supplementary Conditions, General Conditions, Specifications, Contract Drawings, Information Available To Bidders and the Company's Bid.

1.1.11 "Contract Drawings" or "Drawings" shall mean the drawings included in the Contract Documents, any supplementary or revised drawings furnished by the TTC’s Representative and incorporated into the Contract and the shop drawings and other drawings submitted by the Company and reviewed by the TTC’s Representative.

1.1.12 "Contract Price" shall mean the price stipulated in the Notification of Award and/or Purchase Order which may be adjusted in accordance with the terms of the Contract.

1.1.13 "Contract Schedule" shall mean the most recent schedule indicating the timing of major activities of the Work submitted by the Company and approved in writing by the TTC's Representative.

1.1.14 "Company" shall mean the Bidder to whom the TTC has awarded the Work, its successors and/or assignees and is a party to the Contract.

1.1.15 "Good Industry Practice" shall mean using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Laws, and exercising that degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

1.1.16 "Milestone" shall mean any specified event, date or time by which a defined scope of Work shall be completed, including Contract Completion.

1.1.17 "Notification of Award" shall mean the written notification by the TTC accepting the Bid of a Bidder for the Work.

1.1.18 "Parent Company" shall mean a company that controls a subsidiary company as defined by the Ontario Business Corporations Act, R.S.O. 1990, Chapter B.16 and amendments thereto.

1.1.19 "Permits, Licences and Approvals" shall mean all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations to be obtained by the Company in accordance with this Contract and as required by Applicable Laws, including any associated fees.

1.1.20 "Products" shall mean materials, machinery, equipment and/or fixtures forming the Work.

1.1.21 "Purchase Order" shall mean the document issued by the TTC, confirming or acting as the Notification of Award and documenting the purchase of the Work of the Contract at a stated price or price formula upon the terms and conditions as stated in the Contract Documents.

1.1.22 "RFB" shall mean the Request for Bids documents to which the Bidder submitted a Bid.

1.1.23 "Shipping Material" means the pallet(s), crate(s), or shipping unit(s) in which the Company or its Subcontractors use to deliver Products to TTC.

1.1.24 "Site" means the location where the Work is delivered and/or performed.

1.1.25 "Specifications" shall mean written descriptions or instructions pertaining to the performance of the Work under the Contract, including but not limited to the qualitative and quantitative requirements for Products, standards, services, processes and workmanship.

1.1.26 "Subcontractor" shall mean the individual, firm, partnership, or corporation having a direct contract with the Company to perform a part or parts of the Work including the supply of Products worked to a special design according to the Contract Documents.

1.1.27 "Work" or "Works" shall mean the design, manufacture, fabrication, supply and/or related services, required by the Contract Documents.

1.1.28 "Worker" shall mean any individual that the Company or a Subcontractor employs, contracts with or assigns to perform Work.

GC2 CONTRACT DOCUMENTS

2.1 The documents constituting the Contract Documents are complementary to each other and any matter or thing included in any of such documents shall be considered to be included in all.

2.2 In the event of any inconsistency or conflict, the Contract Documents shall be interpreted in accordance with the following order of precedence:

2.2.1 Contract Amendments;

2.2.2 Purchase Order;

2.2.3 Notification of Award;

2.2.4 Supplementary Conditions;

2.2.5 General Conditions;

2.2.6 Specifications/The Deliverables;

2.2.7 Contract Drawings, if applicable;

2.2.7.1 drawings of larger scale shall govern over those of smaller scale;

2.2.7.2 figured dimensions shown on Contract Drawings shall govern over scaled dimensions;

2.2.8 Information Available To Bidders, if applicable;

2.2.9 Company's Bid.

2.3 Documents of a later date shall govern over like documents.

GC3 LANGUAGE OF THE CONTRACT

3.1 Communications between the Company and the TTC shall be in the English language and said communication shall include, but not be limited to, all documents, notes on drawings and submissions required under the Contract.

GC4 INTENT OF THE CONTRACT

4.1 The intent of the Contract is for the Company to provide everything necessary for the proper performance and completion in every detail of the Work described or implied by the Contract Documents including all Contract Amendments.

4.2 The Company shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of the Contract without the written consent of the TTC.

4.3 Nothing contained in the Contract Documents shall imply or create any contractual relationship between any Subcontractor and the TTC.

4.4 The Company shall exercise its rights and perform its obligations at its own cost and risk without recourse to the TTC, except as otherwise provided in this Contract, in which case the Company's sole recourse with respect to the subject matter of this Contract shall be the TTC.

GC5 ABCC

5.1 The Company acknowledges and agrees that upon request from an ABCC to purchase against the Contract (either through the same Purchase Order or through a separate purchase order), the Company shall provide the goods/services to the ABCC at the same pricing and terms and conditions as set out in the Contract.

5.2 The TTC reserves the right to add or delete any ABCC and/or additional delivery locations during the term of the Contract.

5.3 A listing of current ABCC's may be found on the City's website: www.toronto.ca/abcc.

GC6 LAWS TO BE OBSERVED

6.1 In the performance of the Work, the Company shall observe and comply with the statutes and regulations of the Government of Canada and the Province of Ontario and with the by-laws of the cities or municipalities within which the Work is located, so far as the said statutes, regulations and by-laws affect the Work or control or limit the actions of persons engaged in the Work ("Applicable Laws").

6.2 Wherever a statute, regulation, by-law, standard, code or document or any part thereof is quoted in the Contract Documents, it shall be deemed to refer to the latest amendment or revision in effect on the date of the closing of the RFB and shall be a part of the Contract as if it had been written in full herein.

6.3 The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and any action or proceeding brought by the Company to interpret or enforce the Contract shall be commenced in the Courts of Ontario and not elsewhere.

GC7 TAXES AND DUTIES

7.1 The Contract Price is inclusive of all applicable Canadian taxes and customs duties, either in force or announced prior to the RFB Closing Date, even if the effective date is subsequent to the RFB closing date, including but not limited to the Harmonized Sales Tax (HST).

7.2 If a change in the tax or duty payable is announced subsequent to the RFB closing date, any change in tax or duty payable will be to the account of the TTC. No additional costs for administration or overhead and profit will be allowed on such changes and the Company shall supply at no cost to the TTC, sufficient documentation to permit a determination of the resulting change.

7.3 Where an exemption or recovery of government sales tax, custom duties or excise taxes is applicable to the Contract, the Company shall provide the TTC where required, with all necessary cost information including original invoices and assistance, at no cost, to facilitate such exemption or recovery of taxes and duties to the credit of the TTC.

GC8 PERMITS

8.1 The Company shall apply for and obtain in its own name, Permits, Licences and Approvals and shall pay fees and give notices necessary and incidental to the due and lawful performance of the Work, in accordance with the Specifications.

GC9 WARRANTY

9.1 The Company shall promptly correct at its own expense any defect or deficiency in the workmanship or material which appears within a period of one year from the date of delivery of the Work to the TTC or such longer period as may be specified for certain Products or Work as set out in the Specifications or other Contract Documents. Neither testing, inspection, payment or acceptance of the Work by the TTC's Representative shall relieve the Company of this responsibility.

9.2 Upon receiving notice of a defect or deficiency, the Company shall immediately correct, within forty-eight hours or some other reasonable time agreed to with the TTC's Representative and at the Company's own expense, all Work found defective, deficient or unable to meet the design, performance and operation criteria set out in the Contract. The Company shall also correct, at its own expense any damage to other work resulting from any corrections required under this general condition. If the Company after such notification shall delay or default in making good the Work, then the TTC's Representative may arrange to correct the defect and the Company shall be liable for all costs, changes and expenses in connection therewith. New Warranty periods shall commence upon the completion of the remedied Work.

9.3 If, as determined by the TTC's Representative, the Company is not expedient in correcting defective Work or Work not performed in accordance with the Contract Documents, then the TTC may deduct from the monies otherwise due to the Company, the difference in value as determined by the TTC's Representative between the Work as performed and that which is called for by the Contract Documents.

GC10 PROPRIETARY RIGHTS

10.1 If any design, device, process or material covered by a letters patent or trade mark, copyright, industrial design, trade secrets or other forms of intellectual property, is provided by the Company under the Contract, the Company shall indemnify, defend and save the TTC harmless from any action or claim arising out of the infringement or alleged infringement of any valid or allegedly valid patent, trademark, copyright, industrial design, trade secret or other forms of

intellectual property and shall indemnify the TTC for any cost, expense and damages which it may suffer or be obliged to pay by reason of such action or claim.

10.2 The Company shall pay royalties and patent fees required for the performance of the Contract.

10.3 Any drawings, documents, technical data, methods, processes, tooling, and inventions; whether conceived, or developed and produced during the course of the Contract specifically for the purposes of completing the Contract, shall be the property of the TTC, who shall have sole exclusive rights for subsequent use of same, except as may otherwise be granted by the TTC.

10.4 The TTC has the right, within the scope of the Contract and for the sole purpose of operating, maintaining and subsequently modifying the Work, to use, duplicate, or disclose internally within the TTC, the technical data and the information conveyed therein, in whole or in part, and to have or permit others to do so, as set out below:

10.4.1 Manuals or instructional materials prepared for installation, operating, maintenance or training purposes;

10.4.2 Technical data pertaining to items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements;

10.4.3 Other technical data which has been or is normally furnished without restriction by the Company or Subcontractors;

10.4.4 In the event that the Company and/or its Subcontractors require an agreement prior to providing confidential technical data to the TTC, then the TTC will enter into a non-disclosure agreement acceptable to said parties to ensure delivery of confidential technical data pursuant to the Contract Documents;

10.4.5 Other specifically described technical data, which the parties agree will be furnished without restriction.

10.5 No such copyrighted matter, shall be included in technical data furnished hereunder unless the written permission of the copyright owner has been obtained by the Company for use by the TTC in the manner herein described.

10.6 The Company shall report to the TTC promptly and in written detail each notice or claim of copyright infringement received by the Company with respect to any technical data delivered hereunder.

GC11 AUTHORITY OF THE TTC'S REPRESENTATIVE

11.1 The TTC's Representative shall represent the TTC upon issuance of the Notification of Award until completion of the Contract and shall have authority to act on behalf of the TTC to the extent provided in the Contract Documents. The TTC's instructions to the Company shall be forwarded through the TTC's Representative.

11.2 The TTC's Representative shall decide questions which arise relating to the performance of the Work, the rate of progress, the quality and acceptability of Products furnished, the interpretation of the Contract Documents and the mutual rights as between the Company and other

contractors working on the Site.

11.3 The TTC's Representative has the authority to reject Work which, in the TTC's Representative's opinion, does not conform to the Contract Documents and to require special inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither the TTC's Representative's authority to act nor decisions made to exercise or not to exercise such authority in accordance with the Contract shall give rise to any duty or responsibility of the TTC's Representative to the Company or its Subcontractors.

11.4 The TTC's Representative will prepare and issue, if appropriate, Contract Amendments in accordance with GC21 - CHANGES IN THE WORK and GC22 - VALUATION OF CHANGES IN THE WORK.

11.5 The TTC's Representative may for cause, direct any part of the Work to be commenced and/or completed in priority to any other part of the Work.

GC12 INSPECTION AND TESTING OF THE WORK

12.1 The TTC's Representative shall, at all times, be provided access to the Work. Work to be done under the Contract shall be done to the satisfaction of the TTC's Representative who has the discretionary authority to reject Work which, in the TTC's Representative's opinion, does not conform to the requirements of the Contract Documents. Defects and deficiencies shall be corrected by the Milestone date(s) or as mutually agreed upon between the TTC's Representative and the Company.

12.2 If the Work is designated for special tests, inspection or approvals in the Contract Documents or by the TTC's Representative's instructions or by the applicable statutes, regulations and by-laws, the Company shall give the TTC's Representative timely notice regarding such inspections. Inspections by the TTC's Representative will be made promptly. The Company shall arrange for inspections by other applicable authorities and shall give the TTC's Representative timely notice of such inspections.

12.3 If the Company fails to provide timely notice to the TTC's Representative of any special tests, inspections or approvals required by the Contract Documents, it shall be required to repeat such tests or inspections at its expense if directed by the TTC's Representative.

12.4 Any part or parts of the Work may be specially examined for compliance with the Contract Documents if so ordered by the TTC's Representative. If, upon examination, such Work is found not to be in accordance with the Contract Documents, the Company shall correct such Work and pay the cost of examination and correction. If such Work is found to be in accordance with the Contract Documents, the TTC will pay the cost of examination and reinstatement.

GC13 SUSPENSION OF THE WORK

13.1 The TTC shall have the right at any time for cause or convenience to suspend further performance of all or any portion of the Work at any stage of undertaking by notice in writing to the Company. On the date of such notice the Company shall discontinue all Work as instructed whether being performed by itself or its subsuppliers and shall serve and protect all Work in progress and completed Work.

13.2 The Company shall be reimbursed for that portion of the Work satisfactorily performed or complete to the date of the notice. The TTC shall not be liable for any other costs arising from such notice including but not limited to loss of anticipated profits or loss of opportunity.

GC14 DEFAULT BY THE COMPANY

14.1 If, in the opinion of the TTC's Representative, the Company by its own acts, omissions or neglect or that of any of its Subcontractors, or Product suppliers, fails to comply with the provisions of the Contract, delays the Work, or causes expense to the TTC or to any other parties under contract to the TTC, then the TTC's Representative may notify the Company in writing that the Company is in default of its contractual obligations and instruct it to correct the default within three calendar days immediately following receipt of such notice.

14.2 If the default cannot be corrected within the three calendar days specified, the Company shall be in compliance with the TTC's Representative's instructions if it commences the correction of the default within such specified time and provides the TTC with a schedule acceptable to the TTC's Representative for such correction and completes the correction in accordance with such schedule.

14.3 If the Company fails to correct the default within the time specified or subsequently agreed upon, the TTC without prejudice to any right or remedy it may have under GC16 - TERMINATION FOR DEFAULT, or any other provision of the Contract, may correct such default.

14.4 If the TTC or any other party under contract to it, suffers any expense caused by the acts, omissions or neglect as indicated above in GC14.1, then the TTC shall have the right to deduct the value of such expenses, notwithstanding the correction of the default within the time specified or subsequently agreed upon.

GC15 DELAY BY THE TTC

15.1 If the Company is delayed in the performance of the Work by any act, omission or neglect of the TTC, then an extension of time shall be granted as the TTC's Representative decides, after consulting with the Company**.** If the TTC's Representative and the Company can not mutually agree to an extension of time, the TTC's Representative at his/her sole discretion shall determine the length of the delay and grant an extension of time accordingly. The Company shall be entitled to compensation for any associated additional costs that the TTC's Representative may determine to be occasioned as a result of such delay.

15.2 No extension of time or payment of compensation shall be granted unless the Company, within seven (7) calendar days after the delay, submits to the TTC's Representative in writing its notice of delay. The notice of delay shall state the nature of the delay, its cause, the portions of the Work affected thereby, and the dates when such portions of the Work became so affected. The notice shall provide the anticipated direct impact of the delay

GC16 TERMINATION FOR DEFAULT

16.1 The Company shall be in default of the Contract and the TTC may terminate the Contract if the Company:

16.1.1 Suspends the whole or any part of the Work without cause before completion;

16.1.2 Fails or refuses to proceed with the Work with due diligence or fails or refuses to maintain the Contract Schedule;

16.1.3 Ceases or threatens to cease to carry on its business, or if there occurs, at any time, an act or event of bankruptcy or insolvency of the Company (as defined or provided for in any applicable statute), or if any proceedings, voluntary or involuntary, by or against the Company under any statute or statutory provisions relating to bankruptcy, insolvency, liquidation, arrangement, re-organization or dissolution are commenced, or if the Company makes any proposal under the Bankruptcy Act or if the Company or the property or assets of the Company become subject to the Winding Up Act, or if any application is made with respect to the Company under the Companies' Creditors Arrangement Act or under similar legislation, or if any order shall be made or a resolution passed for the winding up, liquidation or dissolution of the Company or if any receiver, receiver and manager, trustee, liquidator or similar official is appointed for the property or assets of the Company;

16.1.4 Continually or repeatedly refuses or fails to supply sufficient skilled workers, or Products, plant or equipment of the proper quality or quantity;

16.1.5 Fails to make payments promptly to suppliers or Subcontractors for materials, Products and labour;

16.1.6 Disregards or fails to comply with statutes, regulations, by-laws or the instructions of the TTC's Representative;

16.1.7 Continually or repeatedly refuses or fails without cause to perform this Contract in strict accordance with the Contract Documents.

16.2 In the event that the Company is in default of this Contract as outlined herein, the TTC's Representative may serve written notice upon the Company specifying the default and instructing the Company to remedy such default.

16.3 If the default continues for three calendar days after the date of serving the said notice of default, the TTC may serve upon the Company and its surety, if applicable, written notice of its intention to terminate the Contract.

16.4 If the default continues for three calendar days after the date of serving the said notice of intention to terminate the Contract, the TTC, upon issuance of written notice from the TTC's Representative that sufficient cause exists to justify such action and without prejudice to any other rights or remedies it has, may terminate the Contract and serve notice of termination upon the Company and its surety, if applicable.

16.5 If the TTC is required to complete the Work, the Company shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the reasonable cost of completing the Work and any damages incurred by reason of the Company's default, including liquidated damages and the cost for warranty items, such excess shall be paid to the Company.

16.6 Notwithstanding anything to the contrary in this Contract, where the Company has been given three notices in accordance with GC16.2, for the same default as listed in GC16.1.1 to GC16.1.5 (inclusive), the TTC may immediately terminate this Contract by serving a notice of termination upon the Company (and its surety, if applicable) regardless of whether the Company has previously rectified any default(s).

16.7 If such reasonable cost of completing the Work including damages exceeds the Contract Price, then the Company and its surety, if applicable, shall be liable to the TTC for any additional cost in completing the Work.

16.8 A Company that has been terminated for default, may at the TTC's sole discretion, be restricted from submitting bids on subsequent TTC procurements, for a period of time deemed appropriate by the TTC. The TTC shall also be under no obligation to accept any bid from a company with whom an officer or director of that company or with whom an individual associated with that company, including but not limited to an officer or director that has, in the past, been associated, in any way, with a company that has previously had a contract with the TTC that was terminated for default, for a period of time deemed appropriate by the TTC, as applicable.

GC17 CONFLICT OF INTEREST

17.1 For the purposes of the Contract, a "Conflict of Interest" includes but is not limited to any situation or circumstance where:

.1 In relation to the Request for Bid (RFB) process, the Company has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having or having access to information in the preparation of its Bid that is confidential to the City of Toronto, or the TTC, and not available to other bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFB process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFB process and render that process non-competitive and unfair; or

.2 In relation to the performance of its contractual obligations in the Contract, the Company's other commitments, relationships or financial interests could or could be seen to: (i) exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) compromise, impair or be incompatible with the effective performance of its contractual obligations.

17.2 The Company shall:

.1 avoid any Conflict of Interest in its contractual obligations;

.2 disclose to the TTC's Representative without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and

.3 comply with any requirements prescribed by the TTC's Representative to resolve any Conflict of Interest.

17.3 The Company should declare that the Company and if applicable, each joint venture participant, has no pecuniary interest in the business of any third party or any connection or relationship with any such third party or employers or directors of such third party that would cause a

Conflict of Interest or appear to cause a Conflict of Interest in carrying out the Work. Should any such interest, connection or relationship materialize during the life of the Contract, the Company shall declare it immediately to the TTC's Representative.

17.4 Company personnel must disclose to the TTC's Representative any relevant arrangements, contracts, alliances, connections or relationships so that their eligibility for a contract is based on all available information.

17.5 The issue of whether a 'Conflict of Interest' exists involving the Company shall be determined at the TTC's sole discretion.

GC18 COMPANY'S RESPONSIBILITIES

18.1 The Company shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. The Company shall be solely responsible for production means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work and its delivery under this Contract.

18.2 The Company shall employ the services of a Professional Engineer, if required, to fulfil the requirements of the statutes and regulations pertaining to the Contract.

18.3 The Company shall adhere to the Contract Milestones, which includes delivery dates of the Work to the TTC, and the Company will provide written notification to the TTC's Representative forthwith of any potential or actual failure to adhere to a Milestone delivery date.

18.4 The Company shall be as fully responsible to the TTC for the acts and omissions of its Subcontractors, suppliers, agents, consultants and persons directly or indirectly employed by the Company as it is for its own acts or omissions.

GC19 FORCE MAJEURE

19.1 If the Company is delayed in the performance of the Work by acts of God, or public enemies, acts of governments, or foreign states, or fires, floods, epidemics, quarantine restrictions, strikes, lockouts or organizations of workers, or embargoes by transportation companies or public authorities, or by riots, insurrections, wars, pestilence, lightning, earthquakes, cyclones, or by other causes which the TTC's Representative determines to be wholly beyond the control of the parties, then an extension to any affected Milestones, which the TTC's Representative determines is reasonably necessary, may be granted. The Company shall not be entitled to any additional compensation on account thereof. Precipitation, cold and hot weather, unseasonable or otherwise, will not be considered force majeure.

19.2 No extension of time shall be granted unless the Company, within fourteen calendar days after the delay is discovered, submits to the TTC's Representative in writing its notice of claim for extension of time stating the nature of delay, its causes, the portions of the Work affected thereby and the date when they become so affected.

19.3 If the TTC's Representative is satisfied that the delay of the Work occurred, and that it resulted from one or more of the causes described herein, the TTC's Representative shall issue a Contract Amendment, subject to receipt of the Company's documentation.

GC20 ADVERTISING AND PUBLIC RELATIONS

20.1 The TTC reserves the right to review and approve all public relations material and advertising related to the Contract prior to publication. The Company shall ensure that any material or advertising to be published is submitted in writing to the TTC's Representative for such approval. The TTC's Representative will provide a decision within twenty-one calendar days of receiving such request for approval.

GC21 CHANGES IN THE WORK

21.1 The TTC may make changes in the Work without invalidating the Contract, by altering, adding to or deducting from the Work.

21.2 No change in the Work shall be undertaken without an authorized Contract Amendment and no change in the Contract Price or in Milestones, shall be valid unless so ordered.

21.3 When a Contract Amendment is proposed, the Company shall present to the TTC's Representative for approval, its change in the Contract Price and in the Milestones, as applicable. The Company shall submit a detailed breakdown of the price of the proposed change giving quantities of labour, material and equipment and the unit prices for same along with substantiating documentation within ten (10) business days after the TTC's Representative has initiated the change request. The Company shall supply any additional information in support of the price submitted and/or change in Milestones that the TTC's Representative may request.

GC22 VALUATION OF CHANGES IN THE WORK

22.1 For changes which are to be performed on a time-and-material basis for professional services for design Work the Company shall develop all-inclusive hourly "Billing Rates" for each position classification that may be utilized on any design change Work. These "billing rates", if acceptable to and approved by the TTC's Representative, would be applied against the approved hours for the Contract Change Work related to design Work. No other mark-ups are applicable to the approved all-inclusive "Billing Rates". The approved "Billing Rates" shall be applicable throughout the term of the Contract, for Contract Change Work.

22.2 Changes, which are to be performed on a lump sum basis, shall be subject to negotiations between the TTC's Representative and the Company.

22.3 Changes for extra Work which are to be performed on a unit price basis, shall be in accordance with accepted "Unit Prices For Extra Work" contained in the Contract Documents or if there are no accepted "Unit Prices For Extra Work", using unit prices subsequently negotiated between the TTC's Representative and the Company.

GC23 SETTLEMENT OF DISPUTES

23.1 If a claim or any other dispute arising between the TTC and the Company cannot be resolved to the satisfaction of both parties, then the parties may between themselves agree to submit the particular matter for binding arbitration in accordance with the provisions of the Arbitration Act of the Province of Ontario and amendments thereto.

23.2 The Company shall complete the Work, in accordance with the written instruction of the TTC's Representative, notwithstanding any dispute, arbitration or any legal action initiated by either or both of the parties.

23.3 Arbitration proceedings shall not take place until the completion or alleged completion of the Work except in a case where the parties agree that a matter in dispute is of such nature as to require immediate consideration while evidence is available.

23.4 No action or suit may be brought by the Company until after the final invoice has been processed by the TTC's Representative and that action or suit shall be only for the amount of any difference between the Company's account as submitted and the final invoice.

GC24 TERMINATION FOR CONVENIENCE

24.1 Notwithstanding any other provisions relating to the TTC's rights to terminate this Contract, the TTC may, by written notice to the Company, terminate this Contract for its own convenience at any time if the TTC deems such action necessary or in the best interests of the TTC. The TTC's right to terminate the Contract for its convenience shall be absolute and unconditional and exercisable by the TTC in its sole discretion. Such notice of termination for convenience shall specify the date upon which such termination becomes effective. Upon receipt of such notice, the Company shall cease all operations, except as may be directed by the TTC's Representative to complete any unfinished portion of the Work.

24.2 The Company, upon receiving such notice of termination from the TTC, shall immediately carry out any instructions given and shall proceed with such work as instructed by the TTC's Representative in the notice of termination. Subject to any directions in the notice of termination, the Company shall immediately discontinue ordering Products related to the cancelled Work and shall make every reasonable effort to cancel existing orders and sub-contracts related to the Work, on the best terms available.

24.3 In the event the Contract is terminated for the convenience of the TTC pursuant to GC24.1, the Company shall only be entitled to payment of the following amounts:

24.3.1 In the event that no Work is performed and no Products have been purchased for this Contract by the Company prior to cancellation of the Contract, the costs incurred in submitting a Bid for the Contract, providing such costs can be proven.

24.3.2 That portion of the Contract Price relating to Work performed to the date of the notice of termination in accordance with the Contract Documents.

24.3.3 Cancellation costs (which costs shall not include loss of anticipated profit claims) reasonably incurred by the Company as the result of such termination provided the Company has substantiated such costs to the TTC's reasonable satisfaction after the TTC has reviewed the details thereof.

24.4 The Company's obligations as to quality, correction and warranty of any Work performed under this Contract shall continue in force, after such termination.

24.5 Once the total effect on the Contract of the said termination has been established, the change to the Contract shall be formalized by the issuance of a Contract Amendment, in accordance with GC21 - CHANGES IN THE WORK.

24.6 Except as described in this General Condition, the Company shall not be entitled to any additional reimbursement on account of any such termination including, without limitation, incidental, special, consequential or other damages, notwithstanding any other provision of the Contract Documents.

GC25 RECORDS AND AUDIT

25.1 The TTC may inspect and audit the books, payrolls, account and records of the Company at any time as deemed necessary by the TTC prior to Contract Completion and thereafter for a period of two years, to verify the Company's valuations of Contract Amendments, cancelled Work and claims, and the Company shall supply certified copies of the books, payrolls, accounts and any other records to the TTC or access to same as required by the TTC.

25.2 In the case of the Company's neglect or failure to observe fully and faithfully the provision of documentation to validate such Contract Amendments, cancelled Work and claims, the Company shall forfeit all right to payment there for, which it otherwise might have had and shall not make any claim in respect thereof; and if made, the TTC may reject the same as invalid, and the Company shall not have any right of recovery in respect thereof at law or otherwise, unless written consent of the TTC's Representative to the making of such a claim is obtained.

25.3 Should an audit disclose any overbilling on the part of the Company, the Company shall be responsible to repay to the TTC all monies owed by the Company as a result of the overbilling or the TTC at its discretion may deduct the overbilling from monies owed to the Company. Further the TTC shall have the right at its sole discretion to restrict the Company, from submitting a bid on future TTC Bid Requests, for a period of time deemed appropriate by the TTC.

GC26 SEVERABILITY

26.1 Any condition, section, subsection or other subdivision of this Contract or any other provision of this Contract which is, or becomes, illegal, invalid or unenforceable, shall be severed from this Contract and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

GC27 COMPANY WORK PERFORMANCE RATING

27.1 The TTC shall during the term of a Contract, maintain a record of the performance of the Company completing Work for the TTC. This information may be used to complete a "Company Performance Review" report, a copy of which will be forwarded to the Company upon Contract Completion. Refer to Schedule GC27 attached to these General Conditions (Section 00 72 00) for the format of this report. Interim "Company Performance Review" reports may be issued, as deemed appropriate by the TTC's Representative, at any time during the term of the Contract.

27.2 The overall history of the Company in performing work for the TTC will be considered in the evaluation of future bids from the Company.

27.3 The TTC reserves the right in future bid requests to reject any bid submitted by a company with an unsatisfactory performance history with the TTC.

27.4 Non-compliance with Contract requirements will be identified to the Company.

27.5 The information contained in the "Company Performance Review" may be provided to the City of Toronto and the TTC and such performance reviews may be relied upon by the City of Toronto and/or the TTC to disqualify a company from providing a bid on any further request by either entity.

GC28 PROHIBITION AGAINST GRATUITIES

28.1 No Company and no employee, agent or representative of the Company, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any member of the City of Toronto Council or Board Member of the TTC, or any officer or employee of the TTC in connection with or arising from this Contract, whether for the purpose of securing a future contract or seeking favourable treatment in respect to this Contract.

28.2 If the TTC determines that GC28.1 has been breached by or with respect to the Company, the TTC may preclude the Company from bidding future TTC work and may terminate this Contract without incurring any liability.

GC29 SET-OFF

29.1 The TTC shall have the right to satisfy any amount from time to time owing by it to the Company by way of a set-off against any amount from time to time owing by the Company to the TTC, including but not limited to any amount owing to the TTC pursuant to the Company's indemnification of the TTC and the TTC's right to collect applicable liquidated damages.

GC30 ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS

30.1 The Company will be responsible to provide all Company staff with accessible customer service training and shall keep records of such training and make such records available to the TTC's Representative or other appropriate authorities on request, all in accordance with Schedule GC30, attached to these General Conditions. For the purposes of Schedule GC30, Contractor shall mean Company.

GC31 DELIVERY AND SHIPPING INSTRUCTIONS

31.1 The Company shall be responsible for ensuring that Products are properly packaged and delivered in good condition to the Site in accordance with the Contract Documents.

31.2 Shipping Material used by the Company to deliver Products to TTC shall:

31.2.1 be designed and constructed to:

31.2.1.1 safely support the Products; and
31.2.1.2 allow for safe transportation by a forklift.

31.2.2 be made of a suitable durable material that can accommodate the combined weight of the Shipping Material and the Products;
31.2.3 including the manner in which the Products are placed thereon, provide for a stable load when transported and while at rest.

31.3 TTC will determine, in its sole discretion, the acceptability of the Shipping Material in accordance with this GC31.

TTC may, at its sole discretion, reject any Products where the Shipping Material are not in compliance with the requirements of this GC31, including, but not limited to, for the following reasons:

31.3.1 The Shipping Material is damaged in a way which compromises their structural integrity.
31.3.2 Products are packaged or secured in a way that is unstable when transported or at rest.
31.3.3 The Shipping Material is comprised of compressed wood, plastic, or any other material that is unsuitable to support the Products contained thereon
31.3.4 The Shipping Material is not constructed of hardwood and/or are missing 4-way underside bracing.

31.4 TTC reserves the right, at its sole discretion, to reject shipments, or portions of shipments, that are not delivered to TTC in accordance with the requirements set out in this GC31. The Company shall be responsible for all costs and expenses associated with the rejected shipments.

31.5 The Purchase Order number, as applicable, must be clearly marked on all packages, boxes, bills of lading, packing slips and any correspondence relating to the Contract. Packing slips must accompany all shipments. If shipments packaged in more than one container do not have the packing slip attached to the outside of the container, then the container with the packing slip must be clearly marked to indicate that fact. The packing slip must indicate the total number of packages, boxes, skids, etc. included with the shipment.

31.6 For shipments originating from outside of Canada, Canada Customs requires three (3) copies of the Customs Invoice which must show the goods value, freight cost and the gross weight of each shipment and this weight must agree exactly with the weight shown on the waybill, also the complete routing must be shown on all Customs Invoices. If applicable, the Company shall provide a United States-Mexico-Canada Agreement (USMCA) certificate of origin for free trade purposes, in duplicate, for shipments originating in the United States or Mexico, which shall be included with the shipping documents and the invoices. All costs incurred by TTC as a result of the Company's failure to provide a certificate of origin will be the responsibility of the Company and may be deducted from any money due to the Company by TTC.

31.7 The Company accepts all responsibility for the information provided on the USMCA certificate of origin, letter or affidavits. By signing these documents, the Company accepts all responsibility relating to that information and hereby warrants that the information provided is complete and accurate. The Company also agrees to indemnify and hold TTC harmless from any liabilities resulting from providing inaccurate information or failure to comply with USMCA requirements.

31.8 Seven (7) calendar days prior to shipment of Products to the Site the Company shall advise TTC's Representative of the predicted date of arrival of the Products to the Site, the name of the company transporting the shipment, and of any special delivery arrangements for each shipment.

31.9 TTC's customs broker, DSV Sea & Air shall clear the shipment at the border. The Company shall notify TTC's Representative, at least ten (10) business days prior to the Products arriving at the border and shall fax all shipping documentation to TTC's Tax Analyst at (416) 488-4708 at least two (2) business days prior to the Products arriving at the border. The Company shall contact TTC's DSV Sea & Air representative at phone number; 905-262-5078 Ext. 2601 or by E-mail at ttc-road@ca.dsv.com, to arrange for freight pick-up and customs clearance and shall provide the

TTC Purchase Order number to TTC`s broker. A valid USMCA certificate of origin must be supplied with the invoice and packing slip and attached to the shipment of Products.

31.10 Failure to provide all the information required by this GC31 may delay payment of invoices or may be cause of the invoice to be returned for additional information.

GC32 INDEMNIFICATION

32.1 The Company shall hereby assume the defense of, fully indemnify and hold harmless the TTC, its Engineer, consultants, agents and employees in respect of the amount of any claim, demand, loss, cost, expense (including reasonable legal expenses), action, suit, proceeding, liability, fine, penalty, interest, payment or damage by whomsoever (including, without limitation, the TTC) which is made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any breach of the Contract by the Company, or to any willful misconduct, fault, or negligent act or omission of the Company or any person, agent, consultant, firm or corporation for whose acts the Company is liable at law (collectively referred to as "Claims"). Further, the Company shall pay any amount of Claims incurred by the TTC on account of any injuries, including death, or damages, or destruction of property, including TTC's property, received or sustained by any persons or property and if it fails to do so, the TTC may pay such Claims and deduct the amount thereof from any monies due, or to become due, to the Company, or otherwise recover such amounts or any balance thereof from the Company.

32.2 Subject to any Supplementary Condition with respect to the payment of liquidated damages, if applicable, neither party shall be liable to the other party for any consequential damages, including, but not limited to, claims for loss of profit or reputation.

32.3 Notwithstanding anything to the contrary contained in the Contract, the Company's liability to the TTC will not exceed the greater of $1,000,000.00 in Canadian funds or the amount payable by the TTC under the Contract ("Limitation on Indemnity") for the Work as set forth herein provided, however, this Limitation on Indemnity will not apply to:

i) any obligation of the Company to indemnify the TTC based on claims of third parties on account of personal injury or property damage;

ii) to the amount of applicable liquidated damages available to the TTC hereunder;

iii) any liability related to the Company's gross negligence or willful misconduct; and

iv) any injury to TTC's Representatives, consultants, agents, employees or TTC's property to the extent caused by the gross negligence or willful misconduct of the Company or its agents.

GC33 INVOICING

33.1 Invoices shall be submitted in the currency as stated on the TTC Purchase Order and shall detail the following in a form acceptable to the TTC:

.1 General Requirements:

- the TTC Purchase Order number and applicable line item number, or Contract number as applicable;
- the Work period covered by the invoice
- the calendar date and corresponding location for each separate item of Work

performed/delivered
- the quantity of units of Work performed during the Work period covered by the invoice
- the itemized unit price rates, applicable discounts, for each item of Work performed (as listed in the Price Schedule contained in the Contract Documents, or as agreed via any Contract Amendment);
- applicable Harmonized Sales Tax (HST) shall be shown separately on the invoice;
- the Company's HST registration number, if applicable;
- the name of the TTC Representative requesting each item of Work

.2 Documentation for invoice: the Company shall:
- Ensure it can provide evidence which can substantiate invoices including, but not limited to, TTC's request for such Work, actual time sheets, waybills, expense receipts, completions/units delivered to TTC, etc. as applicable; and
- Upon request by the TTC's Representative, deliver said evidence, in a format considered acceptable to the TTC's Representative in his/her sole discretion, forthwith and at no cost to the TTC.

33.2 Invoices in duplicate shall be forwarded to the following address on the same day the Products are dispatched to the TTC:

Toronto Transit Commission
1900 Yonge Street
Toronto, Ontario
M4S 1Z2
Attention: (Supervisor Accounts Payable)

GC34 TERMS OF PAYMENT

34.1 Payments for Work performed shall be made within 30 calendar days following delivery of the Work and receipt by the TTC of an acceptable invoice submitted in accordance with GC33 - INVOICING. (In the event the 30th day falls on a weekend or public holiday, payment will be made the next business day thereafter.) Payment shall be issued in the form of a cheque.

34.2 Payment under the terms of the Contract shall not constitute acceptance of the Work nor relieve the Company from any of the responsibilities or obligations under the Contract.

GC35 FOREIGN EXCHANGE ADJUSTMENT

35.1 If the Company had clearly stated in its Bid that certain prices are subject to adjustment for variation in the foreign exchange rate for a foreign currency, then during the Contract the amounts for such adjustment shall be determined as follows:

For each payment invoice, multiply the percentage difference between the base currency exchange rate stated in the Company's Bid and the Bank of Canada's nominal noon exchange rate for the date the Product(s) is scheduled for delivery to the TTC (i.e. Milestone date), by the Canadian dollar amount, per invoice, that is subject to adjustment. The amount of adjustment (whether increase or decrease) shall be shown as a separate line item in each invoice along with the appropriate details of the adjustment calculation, and will be for the account of the TTC.

GC36 SELLING PRODUCTS TO TTC EMPLOYEES

36.1 If the Company sells or otherwise offers any Product, as defined in the Contract Documents, or any other goods or services to a TTC employee (or any other person who may be working on TTC property) for their personal or other use, the Company is not permitted to deliver such Products, goods or services, to any TTC property/location.

GC37 NON-RESIDENT WITHHOLDING TAXES

37.1 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 the TTC is provided with a copy of the written information of the 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.

37.2 If a Company wishes to apply for a waiver it should contact:

Canada Customs and Revenue Agency
Non Resident Withholding Tax Department
1 Front Street West, Suite 100
Toronto, Ontario, Canada
M5J 2X6

Attention: Collections Officer (416) 954-0545, FAX No. (416) 954-8528

37.3 The Company should follow the instructions and documentation requirements for making an application for a waiver on the Regulation 105 withholding tax, including submission of the form “REGULATION 105 WAIVER APPLICATION” (R105-WA), latest version and required supporting documentation.

END OF SECTION

Toronto Transit Commission

Company Performance Review (Supply)

CONFIDENTIAL

Company: ..... Bid No.:.....

Company's Representative: ..... Purchase Order No.: .....

Contract Title: .....

Scope of Work:.....

.....

Contract Value: Original - ..... Final - .....

Completion Date: Scheduled - ..... Actual - .....

RATINGS

Use the appropriate rating for each category:

VERY POOR - 1 POOR - 2 SATISFACTORY - 3 GOOD - 4 VERY GOOD - 5

~ If Category does not apply use N.A. ~

1 ON-TIME DELIVERY **RATING (1 – 5)**

Adheres to delivery schedules set out in the Contract. .....

2 TECHNICAL AND PROFESSIONAL KNOWLEDGE

Demonstrates thorough knowledge of field/products, and is aware of current developments of the same. .....

3 COMMUNICATIONS

Transmits ideas clearly, keeps all appropriate people informed of any scheduling changes and product information changes etc. Communicates in an effective and timely manner. .....

4 COOPERATION

Reacts favourably to needs and instructions of the TTC; strives to create a co-operative atmosphere in the performance of the Contract. .....

5 QUALITY OF WORK SUPPLIED

Provides Work that meets Contract quality requirements. Supplied Work adheres to the Contract Specifications and no, or a minimal amount of Work is rejected/returned by TTC. .....

7 INVOICING

Invoices are submitted at the correct time and to the correct address. Invoices are correct and contain the required information as set out in the Contract. .....

8 PACKAGING & SHIPPING DOCUMENTATION

.....

Work is delivered to the correct location and packaged in accordance with Contract requirements, appropriate shipping documentation is provided with the delivered Work.

9 SAFETY

Compliance with safe work practices; compliance with environmental requirements; compliance with safety documentation submissions; compliance with site cleanliness requirements; and timeliness to resolve non-conformances. .....

TOTAL RATING .....

Note: The percentage is calculated by: the sum of all the ratings for each category divided by the sum of the total number of potential points for all categories, multiplied by 100.

PERCENTAGE..... %

Would you recommend this Company for future work? YES ☐ NO ☐
Explain reasons in General Comments below.

GENERAL COMMENTS:.....

.....

.....

.....

Assessed by..... **Title** .....

Reviewed by ..... **Title** .....

Approved by ..... **Date** .....

DEPARTMENT MANAGER

F18-R1

SECTION 00 72 00 – SCHEDULE GC30

ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS

(For Contractors, Consultants and other service providers)

.1 The TTC supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of the TTC's services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

.2 Under section 6 of the Accessibility Standard for Customer Service, O, Reg. 429/07, established by the AODA, the TTC must ensure that employees, volunteers and all other personnel, including third party Contractors, who deal with members of the public or other third parties on behalf of the TTC or, who participate in developing the TTC policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

.3 All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:

.1 an overview of the AODA;
.2 Understanding the requirements of the Regulation;
.3 How to interact and communicate with persons with various types of disabilities;
.4 How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
.5 How to use equipment or devices available on the provider's premises or otherwise provided by the provider to people with disabilities to access goods or services; and
.6 What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

.4 Third party Contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the TTC's Representative.

.5 **E-learning:**

.1 The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website: http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html

6. **For more information:**

.1 How to comply with the Accessible Customer Service Standard at: www.accessON.ca/compliance

.2 Requirements of the Accessible Standards for Customer Service (Ontario Regulation 429/07): www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws_src_regs_r07429_e.htm

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SC1 SCOPE OF SUPPLEMENTARY CONDITIONS

1.1 The General Conditions shall apply to the Contract except as amended in these Supplementary Conditions.

SC2 INSURANCE REQUIREMENTS

2.1 Throughout the term of the Contract, the Contractor shall obtain and maintain at their own expense the following insurance in relation to the Deliverables to be performed or provided by the Contractor under the Contract, or otherwise, each such policy to be issued by an insurance company licensed to carry on the business of issuing such policies in Ontario and possessing a Best's Financial Strength Rating of at least B+.

.1 Comprehensive General Liability Insurance, which shall include, but not limited to:

.1 Contractual liability coverage for liability assumed under SC4 - INDEMNIFICATION.

.2 Products and completed operations coverage.

.3 Contingent employer's liability coverage, for any claims that might be brought against the TTC by any employee of the Contractor.

.4 Owner's and Contractor's protective coverage for all subcontracted operations.

.5 Non-owned automobile liability.

.6 Cross liability and severability of interests clause and

.7 Employer's liability and voluntary compensation coverage, if the Contractor does not provide a valid WSIB clearance certificate.

.8 Such insurance shall provide a combined single limit of not less than One Million Dollars ($1,000,000) for any one occurrence or accident for all claims arising out of bodily injury (including death) and damage to the property of others. Such liability insurance shall contain no exclusions in conflict with the character of the Deliverable to be performed or provided under the Contract and shall include the TTC as an additional insured.

.9 Any other valid or collectible insurance available to the TTC shall not apply to any loss until the coverage and limits available under the insurance policies maintained by the Contractor in accordance with this SC2.1 have been exhausted.

.2 Automobile Liability Insurance (If Applicable):

.1 Automobile liability insurance with a limit of not less than One Million Dollars ($1,000,000) inclusive for any one accident or occurrence and shall insure against claims for bodily injury, including death, and for property damage arising out of the use of any vehicle owned, leased or operated by or on behalf of the Contractor in the Deliverables to be performed or provided under the Contract.

.3 Cybersecurity Liability Insurance:

.1 Cybersecurity Liability Insurance with a limit of not less than One Million Dollars ($1,000,000) per claim and in the aggregate, covering liability arising from actual or alleged unauthorized access, privacy breaches, data breaches, loss or corruption of electronic data, malware, ransomware, cyber extortion, denial of service attacks, network security failures, and costs associated with incident response, notification, credit monitoring, forensic investigation, data restoration, and regulatory proceedings.

.4 Professional Liability Insurance:

.1 The Contractor shall provide professional liability insurance for a limit not less than One Million Dollars ($1,000,000) covering all insured loss or damage, including coverage for third party property damage, bodily injury or death, arising out of the professional services rendered by the Contractor or its Subcontractors of any tier, and/or any engineers/architects/surveyors and any of their servants or employees including personnel on loan to the Contractor or its Subcontractors of any tier and personnel who perform normal services of the Contractor under this Contract.

SC3 EVIDENCE OF INSURANCE

3.1 Within 10 calendar days of the Notification of Award and prior to the commencement of any Service, the Contractor shall provide the TTC with certificates of insurance originally signed by the insurer or its authorized representative.

3.2 At the expiry date of the policy, the Contractor shall provide to the TTC signed certificates of insurance evidencing renewals or replacements prior to the expiration date of the original policies, without notice or request by the TTC.

3.3 Each policy shall be endorsed with an undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without 30 calendar days prior written notice delivered by registered mail to the TTC.

3.4 With the exception of automobile liability, each policy shall include an endorsement under which the insurer waives any right of subrogation it may have against the TTC and its directors, officers, employees and agents.

3.5 Should the TTC be of the opinion that the insurance taken by the Contractor is inadequate in any respect and for any reason whatsoever, it shall forthwith advise the Contractor of such opinion and the reasons therefore and the Contractor shall forthwith take out insurance of a character satisfactory to the TTC.

3.6 The taking out of the insurance as aforesaid shall not relieve the Contractor of any of its obligations under the Contract.

SC4 INDEMNIFICATION

SC4 supersedes GC32 - INDEMNIFICATION

4.1 The Contractor shall hereby assume the defense of, fully indemnify and hold harmless the TTC, the TTC Board members (and their designates), officers, employees, representatives, consultants, and agents in respect of the amount of any claim, demand, loss, cost, expense (including reasonable legal expenses and disbursements), action, suit, proceeding, liability, fine, penalty, interest, payment, or damage by whomsoever (including, without limitation, the TTC) which is made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any breach of the Contract, any willful misconduct, fault, or negligent act or omission of the Contractor, the Subcontractor, or any person, agent, consultant, firm or corporation for whose acts the Contractor is liable at law (collectively referred to as "Claims"). Further, the Contractor shall pay any amount of Claims incurred by the TTC on account of any injuries, including death, or damages, or destruction of property, including TTC's property, received or sustained by any persons or property and if it fails to do so, the TTC may pay such Claims and deduct the amount thereof from any monies due, or to become due, to the Contractor, or otherwise recover such amounts or any balance thereof from the Contractor.

4.2 Subject to any Supplementary Condition with respect to the payment of liquidated damages, if applicable, neither party shall be liable to the other party for any consequential damages, including, but not limited to, claims for loss of profit or reputation.

4.3 This provision shall survive the completion, termination, expiration or cancellation of the Contract.

SC5 AUTHORITY OF THE TTC'S REPRESENTATIVE

5.1 The TTC's Representative shall represent the TTC upon issuance of the Notification of Award until completion of the Contract and shall have authority to act on behalf of the TTC to the extent provided in the Contract Documents. The TTC's instructions to the Contractor shall be forwarded through the TTC's Representative.

5.2 The TTC's Representative shall decide questions which arise relating to the performance of the Deliverables, the rate of progress, the quality and acceptability of Deliverables provided, the interpretation of the Contract Documents and the mutual rights as between the Contractor, the TTC and Other Company(s).

5.3 The TTC's Representative will prepare and issue, if appropriate, Contract Amendments in accordance with GC21 - CHANGES IN THE WORK.

5.4 The TTC's Representative has the authority to reject any Deliverable which, in the TTC's Representative's opinion, does not conform to the requirements of the Contract. Neither the TTC's Representative's authority to act nor decisions made to exercise or not to exercise such authority in accordance with the Contract shall give rise to any duty or responsibility of the TTC's Representative to the Contractor or its Subcontractors.

SC6 APPLICABLE POLICIES

SC6 supersedes Schedule GC27 – Company Performance Review Form and GC30 – Accessible Customer Service Training Requirements.

6.1 The Contractor shall ensure that at all material times during the term of the Contract, its employees and Subcontractors (and volunteers if mandated by law), receive training as required

under the *Accessibility for Ontarians with Disabilities Act, 2005*, *S.O. 2005, c.11,* as amended from time to time, ("AODA") and the Integrated Accessibility Standards, O. Reg. 191/11 under the AODA, as amended from time to time. The Contractor further agrees to comply with the requirements described and set out under "AODA Training Requirements" located on TTC's website located at https://www.ttc.ca/transparency-and-accountability/policies/Materials-and-Procurement-Policies/aoda-training-requirements which requirements shall be incorporated into these General Conditions by reference and may be updated or changed from time to time at the sole discretion of TTC without notice and the Contractor agrees to comply with the updated or changed requirements.

6.2 With respect to the provision, or receipt, as applicable, of the Deliverables and access to the premises, property, and employees of TTC, the Contractor shall comply with such applicable policies, procedures, and protocols of TTC as are provided to the Contractor in writing and in advance. TTC may, from time to time, amend its policies, protocols, and procedures or add new policies, protocols, and procedures and, upon providing notice to the Contractor of such requirement, the Contractor shall have an obligation to comply. The Contractor shall be responsible to ensure that its employees and Subcontractors comply with such applicable policies, protocols, and procedures. Without limiting the generality of the foregoing, the Contractor shall comply with the requirements described and set out under "Respect And Dignity Policy", "Workplace Violence Policy", "Fitness For Duty Policy – Expectation For Contractors Procedure", "Whistle Blower Reporting And Protection Policy", "Code Of Conduct Policy", AND "Criminal Misconduct Policy" located on TTC's website located at https://www.ttc.ca/doing-business-with-the-ttc/Procurement-and-Category-Management/about-ttcs-Procurement-and-Category-Management-department/contractor-reference-materials which requirements shall be incorporated into these General Conditions by reference and as may be updated or changed from time to time at the sole discretion of TTC without notice and the Contractor agrees to comply and/or ensure its employees and Subcontractors comply, as applicable, with the updated or changed requirements.

6.3 The Contractor shall, and shall ensure its Subcontractors, comply with the requirements described and set out under "TTC Green Procurement Policy" located on TTC's website located at: https://www.ttc.ca/doing-business-with-the-ttc/Procurement-and-Category-Management/green-procurement which requirements shall be incorporated into these General Conditions by reference and as may be updated or changed from time to time at the sole discretion of TTC without notice and the Contractor agrees to comply and/or ensure its Subcontractors comply, as applicable, with the updated or changed requirements.

SC7 INVOICING

7.1 The following supersedes GC33 – INVOICING in its entirety and any cross reference thereto:

.1 Invoices shall be submitted in Canadian dollars and shall detail the following in a form acceptable to the TTC:

.1 General:

.1 The Purchase Order Number and Contract Reference Number and Task as applicable.
.2 Applicable Harmonized Sales Tax (HST) shall be shown separately on the invoice.
.3 The Contractor's HST registration number.

.4 The period covered by the invoice.

.2 Unit Price Basis: include the following (if applicable):

.1 Unit Price as listed in the Price Schedule contained in the Contract Documents.
.2 Quantity of units of Services provided during the billing (which can be supported by actual if requested by the TTC's Representative).

.3 Invoices shall be submitted to:

.1 Accounts Payable: visubmit@ttc.ca

SC8 SAFETY

8.1 EMPLOYER

.1 For the purposes of the Contract, the Contractor, is an "Employer" as defined in the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended from time to time. This shall mean the Contractor shall be responsible for ensuring that the provisions of the statutes, regulations and by-laws pertaining to the duties, obligations and safe performance of the Service in accordance with the obligations of an "Employer" as set out in the Occupational Health and Safety Act are to be observed and that the methods of performing any Service on TTC property do not endanger personnel employed thereon, TTC Employees or the general public, and are in accordance with the latest edition of the Occupational Health and Safety Act and any regulations made thereunder.

.2 The Contractor shall provide, in writing, the name of the Contractor's representative who is to be on Site performing or providing the Services on TTC property. The Contractor's representative is to be a person who, is by virtue of experience and training, qualified to be considered the "competent person" as defined in the Occupational Health and Safety Act. Prior to the Contractor's representative being absent from the Site, the Contractor's representative will name another person, in writing to the TTC's Representative, who is competent to assume these responsibilities.

.3 The Contractor shall advise the TTC's Representative in writing of any change in the individual identified as the Contractor's representative.

8.2 RESPONSIBILITIES WHILE ON TTC PROPERTY

.1 The Contractor's representative shall ensure that:

.1 All measures and procedures prescribed by the following Acts and Regulations are carried out when Contractor Staff are on TTC property:

.1 The Occupational Health and Safety Act.
.2 The Regulations for Construction Projects.
.3 WHMIS Regulations.
.4 The Environmental Protection Act and regulations.
.5 All other legislation, regulations and standards as applicable.

.2 Every employer and every worker performing any Service on the TTC property complies with all of the requirements referred to in sub-Section 8.2.1.1 above. In addition to compliance with all occupational health and safety legislation, every employer and every worker performing any Service on TTC property is required to participate in applicable occupational health and safety program(s).

.3 Failure to comply with occupational health and safety legislation, or participation in programs designed to prevent incidents may be cause for refusing persons from admission to TTC property.

.4 The health and safety of workers, employees of the TTC and the general public are protected in relation to any Service performed on TTC property.

.5 The Contractor shall, at no cost to the TTC, participate in any "Incident Investigation", when required by the TTC's Representative, in connection with the TTC's "Incident Reporting Procedure".

8.3 DUE DILIGENCE

.1 The Contractor acknowledges that it has read and understands the measures and procedures relating to occupational health and safety as prescribed in 8.2.1.1 above. The Contractor acknowledges and understands its duties as therein set out and hereby expressly undertakes and agrees to comply with all such requirements and standards in their entirety.

.2 The Contractor agrees to fully comply with and cooperate with the TTC's Representative in respect to all health and safety requirements, rules, regulations, standards and criteria set out in the Contract Documents, which agreement is in furtherance of the Contractor's duties and responsibilities under occupational health and safety legislation.

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

.1 Require the Contractor to remedy the condition forthwith at its own expense.

.2 Require that the site be shut down in whole or in part until such time as the condition has been remedied.

.3 Remedy the problem and the TTC shall back-charge the Contractor for the cost of such remedial work, together with an appropriate overhead factor as determined by the TTC in its sole discretion and

.4 The TTC may terminate the Contract without further liability in the event the Contractor fails to comply with these provisions.

.4 If a lien is registered in respect to any monies held back, back-charged or assessed in accordance with these paragraphs, the Contractor shall consent to an order vacating such

registration and shall indemnify the TTC for any and all loss, whereby direct or consequential, which the TTC may sustain as a consequence of such registration.

8.4 SITE SAFETY PERSONNEL

.1 In the event the TTC's Representative deems it necessary, because of the Service being performed or provided, the Contractor shall assign a "Competent Safety Person" to assist the Contractor's representative in the discharging of safety responsibility. The TTC's Representative reserves right to approve selected "Competent Safety Person".

SC9 CONTRACTOR'S STAFF

9.1 In performing the Services, the Contractor shall utilize only skilled and competent staff and shall observe that degree of care and skill which is customary and usual for Contractor's appointed in a similar capacity in performing service on a basis which is reasonably comparable to the Service.

9.2 Prior to commencing any Service, or part of any Service if the Contractor requires additional Contractor Staff, it shall prepare and submit a revised list detailing the additional individuals to be utilized on the Service, or part of the Service, and the reasons for the additions, for the approval of the TTC's Representative. The Contractor shall also advise the TTC as to the general nature of the work that such staff is to perform while performing the Service or part of the Service.

9.3 If the Contractor, for reasons beyond its control, due to resignations or other unforeseen circumstances that will not allow the individual to continue to work for the Contractor, has to change/substitute any Contractor Staff previously accepted/approved by the TTC, the Contractor shall immediately notify the TTC's Representative in writing of this occurrence. The Contractor shall propose to the TTC Representative a change/substitution of any previously accepted/approved Contractor Staff being utilized pursuant to the Contract, at least fourteen (14) calendar days prior to such change/substitution commencing the Service. The Contractor shall also provide to the TTC Representative; the date and nature of the proposed Contractor Staff change/substitution, and the name(s), resume(s) and rates of proposed replacement personnel possessing equivalent or better qualifications and experience, for approval by the TTC's Representative. The TTC Representative reserves the right to withhold its approval, acting reasonably, if the proposed personnel are not equal to or better in qualifications and experience than the previously approved Contractor Staff member who he/she is attempting to replace. The Billing Rate shall not exceed the approved rate of the person being replaced.

9.4 The individual(s) employed on the Contract by the Contractor, as applicable, shall be as indicated on the Contractor Staff list as approved by the TTC's Representative. The Contractor Staff list shall be updated as required due to any change in the information indicated in the approved Contractor Staff list or as otherwise requested by the TTC's Representative. The Contractor shall not receive any payment of fees for any new staff personnel until approval is issued by the TTC's Representative for the updated Contractor Staff list. The TTC will not be responsible for any cost the Contractor may incur as a result of its failure to obtain the TTC's prior approval for the use of Contractor Staff on the Service, or part of the Service, and further the TTC reserves the right to withhold payment for the Contractor's use of any personnel that were not approved in advance by the TTC's Representative.

9.5 The TTC reserves the right, at its sole discretion, during the term of the Contract to direct, either temporarily or permanently, the replacement of any Contractor Staff performing the Service. The Contractor shall within four calendar days of the date of a written notification from the TTC's

Representative, provide the name(s), resume(s) and rates of proposed replacement personnel possessing equivalent or better qualifications and experience, for approval by the TTC's Representative. The Billing Rate shall not exceed the approved rate of the person being replaced.

SC10 CYBERSECURITY REQUIREMENTS:

10.1 The Contractor shall comply with the requirements as specified in Appendix 2 – Schedule 9.03 – TTC Standard Security and Business Continuity Requirements.

SC11 CONTRACTOR'S EQUIPMENT

11.1 The TTC shall not be responsible for any loss, damage, destruction or theft of any of the Contractor's equipment used for this requirement.

SC12 CONFIDENTIALITY, PRIVACY AND SECURITY

12.1 Confidentiality Covenant

.1 The Receiving Party shall:

.1 Use the Confidential Information solely for the purpose of completing the Deliverables.

.2 Hold the Confidential Information in confidence and shall not sell, assign, transfer, reproduce, or otherwise disclose the Confidential Information, or any information or materials derived therefrom, to any third party without the prior written consent of the Disclosing Party, save and except as otherwise provided in this Contract.

.3 Employ at least the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential and proprietary information and materials, but in no event less than reasonable care.

.5 Maintain the Confidential Information in a secure place and restrict the release, access and use of the Confidential Information to those officers, employees, professional advisors, and independent contract personnel who must have access to the Confidential Information as may be reasonably necessary for the exercise of its rights or the performance of its obligations set out in this Contract, save and except as otherwise provided in this Contract and

.6 Ensure that each person to whom Confidential Information is disclosed in accordance with Section 12.1.1.5 is advised, prior to the disclosure, of the confidential nature of the Confidential Information.

.2 The Receiving Party shall not:

.1 Remove any proprietary, copyright, trade secret or other proprietary rights from any form of Confidential Information or

.2 Make any public announcement or disclosure concerning the contents of this Contract beyond the disclosures authorized hereunder without the prior written consent of the Disclosing Party.

.3 Should the Receiving Party be required by Applicable Law or policy or be requested by legal process or regulatory authority to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement or request so that the Disclosing Party may seek an appropriate protection order or pursue such other action, remedy or assurance necessary to preserve the confidentiality of the Confidential Information, or waive compliance with any of the provisions of this Contract, or both, and the Receiving Party will fully co-operate with and not oppose the Disclosing Party in respect of such matters. If, in the absence of either a protective order or a waiver by the Disclosing Party, the Receiving Party, in the reasonable opinion of legal counsel, is required by law to disclose any Confidential Information or stand liable for contempt or to suffer other censure or penalty on any failure to so disclose, the Receiving Party may, without liability hereunder, disclose that portion, and only that portion, of the Confidential Information that is required to be disclosed.

.4 TTC is an "institution" as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56, as amended from time to time, ("MFIPPA") and as a result, persons may have a legal right of access to information in the custody or control of TTC, subject to a limited set of exemptions stated in MFIPPA. Notwithstanding any provision to the contrary in this Contract, the Parties acknowledge and agree that this Contract and any records or information related to this Contract, or any portion thereof, if appropriate, may be disclosed in accordance with the provisions of MFIPPA and other applicable law, based on a request, order or decision of the Information and Privacy Commissioner or otherwise as required under law. TTC shall provide the Contractor with notice of any request to the extent required by MFIPPA and other applicable law.

.5 TTC may also disclose Confidential Information of Contractor to other TTC contractors or prospective service providers, if and to the extent that such Persons need to know such Confidential Information for purposes relating to the receipt by TTC of the Services or of related services provided or to be provided by the other TTC contractors or prospective service providers, provided that such Person has entered into a written contract with TTC that includes confidentiality obligations in respect of such Confidential Information that are no less stringent than those contained in this SC12.

.6 Upon completion of the use of Confidential Information by the Receiving Party or upon Disclosing Party's request, the Receiving Party will promptly return or destroy all Confidential Information in accordance with the Disclosing Party's instructions. If the Disclosing Party requests the destruction of any of its Confidential Information, the Receiving Party Contractor will complete the destruction requested and provide the Disclosing Party with written confirmation of the actions taken within five (5) Business Days of receipt of the Disclosing Party's instructions. The Receiving Part will: (1) protect the confidentiality of Confidential Information of the Disclosing Party during the destruction process; and (2) provide the Disclosing Party with a certificate, in form and substance satisfactory to the Disclosing Party, confirming the Confidential Information of the Disclosing Party has been destroyed along with the time, place and method of destruction.

.7 In the event of a breach of any of the provisions of this SC12.1, the Parties agree that the harm suffered by the Disclosing Party would not be compensable by monetary damages alone and accordingly, that the Disclosing Party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach and/or such other relief as may be granted by a court or tribunal of competent jurisdiction.

12.2 Security Requirements

.1 Contractor will comply with the security requirements set out in Schedule 9.03. In addition, the Parties may agree upon any additional security requirements that are particular to the Deliverables. Without limiting Contractor's obligations hereunder, Contractor will take appropriate steps to identify and report Security Breaches, and will maintain, enforce, review and update internal security and back-up procedures sufficient to ensure compliance by Contractor with the applicable TTC policies and to protect TTC Property and all Confidential Information of TTC for which Contractor is responsible hereunder.

.2 In addition to all other requirements set forth in this Contract, Contractor will, throughout the Term, take all steps required to update and maintain its security and back-up processes and procedures, its hardware, software, systems, facilities and services so that they are, at all times throughout the Term, consistent with industry accepted best practices. Without limiting the foregoing, Contractor will protect all Confidential Information of TTC with security measures appropriate to the sensitivity of Confidential Information while preserving its integrity.

END OF SECTION