



**TORONTO TRANSIT COMMISSION
REQUEST FOR BIDS
FOR THE**

Advertising Printing and Installation Services

BID NO.: T01AD22143

BID SUBMISSION TO: TTC's Bonfire Public Portal

<https://ttc.bonfirehub.ca/opportunities/50434>

REQUEST FOR BIDS

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BID NO.: T01AD22143

TITLE: Advertising Print and Installation Services

1 BID SUBMISSION

1.1 Bid Closing: Friday, March 25, 2022 by 2:00:00 p.m. Toronto time through the use of TTC's Bonfire Public Portal by uploading the submission at <https://ttc.bonfirehub.ca/opportunities/50434>.

1.2 This RFB is available through Bonfire, the electronic tendering system. For further information or questions concerning submitting through Bonfire should be addressed to Support@GoBonfire.com for technical questions related to the submission. Bidders can also visit the help forum at <https://bonfirehub.zendesk.com/hc>.

It is the responsibility of the Bidder to carefully examine the Bid Documents, ensure it has received all issued communications from Bonfire and the TTC and to seek clarification from TTC on any matter it considers to be unclear. The TTC shall not be responsible for any misunderstanding on the part of a Bidder concerning the RFB, the Bid Documents or the process to be followed by the TTC. Each Bidder is requested to report any errors, omissions or ambiguities in the Bid Documents to the TTC. If a Bidder has a question or wishes to seek clarification, the Bidder shall direct questions or seek additional information or clarifications from the Senior Procurement Specialist as shown in sub-item 1.4 or their designate.

Where these Instructions indicate that particular information is to be provided on or in a standard form document provided by TTC to Bidders as part of the Bid Documents, that information shall be set out and provided on that form.

The Bidder is solely responsible for ensuring that its Bid is complete and correct and for ensuring that it is submitted to the address specified below on or before the Closing. Failure to complete the documents fully, or to provide all required documents and other information, or to comply with the Instructions to Bidders, may result in a Bid being rejected or in the Bidder being considered non-compliant.

The Bidder shall complete, execute and submit the Bid Form, together with the completed documents as detailed in sub-item 1.7.

All such information shall be on, and in accordance with, forms supplied by TTC. All responses are to be submitted to TTC through the use of TTC's Bonfire Public Portal at <https://ttc.bonfirehub.ca/opportunities/50434>.

_____ Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.

Prior to the Closing, a Bidder may withdraw or revise the submission following the steps described under the help forum at <https://bonfirehub.zendesk.com/hc>.

Bids must be received before the Closing. Subject to sub-item 2.2, a Bid may not be otherwise withdrawn or amended. No Bid may be withdrawn after closing of the RFB.

Bids 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 RFB may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFB.

Prior to the Closing, a Bidder may do any of the following:

- a) Withdraw its Bid by deleting its entire Bid on Bonfire prior to the Closing.
- b) Submit a revised Bid prior to the Closing in the same manner specified in Paragraph 2.1.
- c) Subject to Paragraph 2.1, a Bid may not be otherwise withdrawn or amended. No Bid may be withdrawn after Closing of the RFB.
- d) Any Bids submitted later than the Closing shall not be accepted by Bonfire.

Submissions by methods other than through the Bonfire portal will not be accepted and will result in immediate disqualification.

Minimum system requirements are Internet Explorer 11, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Bidders should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

1.3 Date, Time and Place of Site Tour: N/A

1.4 Minutes of the site tour: N/A

2 BID WITHDRAWAL OR REVISION

2.1 Prior to the Bid Closing, a Bidder may:

- (a) withdraw or revise the submission following the steps described under the help forum at <https://bonfirehub.zendesk.com/hc> on or before the Bid Closing;

2.2 In the event more than one Bid is received from the same Bidder and the conditions set out in Section 00 21 00 Subsection 2.1 (b) i.- ii. are not met, the TTC will consider each Bid a valid response to this RFB and proceed to evaluate each Bid separately, which may result in TTC awarding a Contract based on any Bid submission from the Bidder.

2.3 Except as otherwise stated in Section 00 21 00 Subsection 1 and 2, a Bid may not be otherwise withdrawn or amended. No Bid may be withdrawn after the Bid Closing.

2.4 Any Bids submitted later than the Bid Closing shall not be accepted by Bonfire.

3 BID INQUIRIES

3.1 All inquiries or requests for additional information regarding the Request for Bids shall, without exception, be in writing and directed to Jonathan Cheng, Senior Procurement Specialist, e-mail: Jonathan.Cheng@ttc.ca OR through the Bonfire messaging portal.

- 3.2 The TTC shall attempt to respond to all requests for information received no less than five Business Days prior to the Bid Closing. No assurances are given by the TTC that responses will be made to inquiries received after that time.
- 3.3 Questions and answers during the Bid period will be posted on Bonfire for information purposes only and shall not be relied on.
- 3.4 This RFB shall only be amended by an Addendum, issued in accordance with these Instructions.

4 BID OPENING AND RESULTS

- 4.1 Within two Business Days following the Bid Closing, the names of Bidders and the Total Bid Prices submitted for this RFB will be published on Merx.
- 4.2 Once the Contract is awarded, the name of the successful Bidder along with the Contract award/sale value will be posted on Bonfire/Merx.

5 COMMUNICATION RESTRICTIONS

5.1 Prohibited Contacts and Lobbying Prohibition

- 5.1.1 A Bidder, Bidder's team members and all of the Bidder's respective advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFB process.
- 5.1.2 Without limiting the generality of the RFB, no Bidder, Bidder's team members or the Bidder's respective advisors, employees and representatives shall contact or attempt to contact either directly or indirectly, at any time during the RFB process, any of the following persons or organizations on matters related to the RFB process, the RFB Documents or the Bids, with the exception of the individual named in Section 00 21 00 Subsection 3.1 or his/her designate:
 - (a) any employee or advisor to the TTC;
 - (b) any member of the Board;
 - (c) any member of the City of Toronto Council.
- 5.1.3 If a Bidder, its team member(s) or any of its respective advisors, employees or representatives, in the opinion of the TTC, contravenes Section 00 21 00 Subsection 5, the TTC may at its sole discretion disqualify the Bidder(s) from further consideration for award.
- 5.1.4 Anyone who "lobbies" (as defined in the City of Toronto Municipal Code, Chapter 140) or is expected to lobby a Member of the Board, any Board Member's staff, or any TTC officer or employee must comply with the requirements as set out in the City of Toronto Municipal Code, Chapter 140 – Lobbying. For the purposes of Chapter 140 of the City of Toronto Municipal Code, the Board is a "local board (restricted definition)".

For further information please see City of Toronto Web site at www.toronto.ca/lobbying.

5.1.5 Failure to comply with the requirements of Chapter 140 of the City of Toronto Municipal Code, may, at the TTC's sole discretion, be considered in the evaluation of the Bidder's current Bid or future bid submissions and award of the current or future contracts. The TTC reserves the right, at its sole discretion, to not award a contract to a Bidder who has failed to comply with the requirements of Chapter 140 of the City of Toronto Municipal Code.

5.2 **Exception to sub-Section 5.1**

The individual named in Section 00 21 00 Subsection 3 may, at his/her sole discretion, delegate any of his/her responsibilities as set out in this RFB Document. With the written approval from the individual named in Section 00 21 00 Subsection 3 or his/her designate, the Bidder or any representative of the Bidder may have contact and may communicate with any individual as set out in Section 00 21 00 Subsection 5.1.2 (a) – (c) to the extent permitted in the written approval.

5.3 **Media Releases, Public Disclosures and Public Announcements**

5.3.1 A Bidder shall not, and shall ensure that its advisors, employees, or representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press on the radio, television, internet, or any other medium) that relates to the RFB process, the RFB, the Bid Documents or any matters related thereto, without the prior written consent of the TTC.

5.3.2 A Bidder, Bidder's team members and all of the Bidder's respective advisors, employees and representatives shall not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Bidder or Bid or to publicly promote or advertise its own qualifications, interest in or participation in the RFB (procurement) process without the TTC's prior written consent, which consent may be withheld in the TTC's sole discretion. Notwithstanding this sub-Section, the Bidder, Bidder's team members and all of the Bidder's respective advisors, employees and representatives are permitted to state publicly that it/they are participating in the RFB process.

5.3.3 For the purposes of greater clarity, this sub-Section does not prohibit disclosures necessary to permit the Bidder to discuss the RFB with prospective subcontractors' participation in the RFB.

5.4 **Restrictions on Communications Between Bidders – No Collusion**

A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder, any information whatsoever regarding the preparation of its own Bid or the Bid of other Bidders in a fashion that would contravene applicable law. Bidders shall prepare and submit Bids independently and without any connection, knowledge, comparison of information or arrangements, direct or indirect, with any other Bidder. This obligation extends to all team members of a Bidder and all of the Bidder's respective advisors, employees and representatives.

6 **ADDENDA**

6.1 The TTC may, in its sole discretion, amend or supplement the Bid Documents prior to the Bid Closing by the issuance of an Addendum in accordance with this Subsection. No statement, whether oral or written, made by the TTC or its advisors, employees (whether orally or in

writing) shall be deemed or construed to add to, subtract from or otherwise amend the Bid Documents unless issued as an Addenda in accordance with this Subsection.

- 6.2 During the Bid period, any changes to the Bid Documents will be made by the issuance of an Addendum, which will be transmitted via Bonfire to the potential Bidders. The onus is on the Bidder to ensure the Bidder has received all Addenda related to this RFB.
- 6.3 A written Addendum will be issued in the form of the complete replacement of the entire affected "Section(s)", which is to be inserted in the Bid Documents, discarding the replaced "Section(s)". Each page is marked at the bottom with the Addendum number.
- 6.3.1 Revisions for modified or added text are indicated by the use of bold italicized attributes.
- 6.3.2 New paragraphs are marked by the use of bold italicized attributes for the entire paragraph. Subsequent paragraphs that become renumbered are not highlighted, bolded or italicized.
- 6.3.3 Revisions for deleting the text of an entire Subsection or paragraph and/or subparagraph are indicated by inserting the bracketed word "(Deleted)" in bold italicized attributes adjacent to the Subsection or paragraph and/or subparagraph number or at the beginning of the deleted Subsection or paragraph and/or subparagraph.
- 6.3.4 Deleted words in a sentence are indicated by highlighting the entire revised sentence in bold italicized attributes.
- 6.3.5 Deleted sentences in a paragraph and/or subparagraph will be indicated by highlighting of the entire revised paragraph and/or subparagraph in bold italicized attributes.
- 6.3.6 If a subsequent Addendum affects a page that has previously been revised, the bold and italicized attributes are removed from the previously changed text and only the modified text of the latest Addendum will be highlighted by the use of bold italicized attributes and only the latest Addendum number will be marked on the bottom of the Section.
- 6.3.7 A new added Section will be marked by the word "NEW" in the centre of the Section header on the same line as the section number, and the header will be in bold italicized attributes.
- 6.3.8 A newly added Appendix will be marked by the word "NEW" in the centre of the top of each page.
- 6.3.9 A deleted Section will have all of its text in the body of the Section deleted, and will be marked by the bracketed word "(DELETED)" in bold italicized attributes centred directly below the header. The header identifying the Section will remain.
- 6.3.10 A deleted Appendix will be marked by the bracketed word "(DELETED)" in bold italicized attributes as a watermark diagonally across every page.

- 6.4 A revised Drawing issued with an Addendum supersedes the previously issued Drawing with the same Drawing number.

7 PRICING

- 7.1 Unless otherwise expressly permitted within the RFB, Bid unit price(s) shall be considered firm, in Canadian funds, and inclusive of all applicable costs, allowances, freight, duties, brokerage fees, etc. including fees for applicable permits, approvals, and notices, either in

force or announced prior to the Bid Closing, even if the effective date is subsequent to the Bid Closing. No additional costs will be considered.

- 7.2 The Bidder shall submit unit prices for all items listed in the Price Schedule(s) based on the quantities indicated therein, unless otherwise expressly permitted within the RFB.
- 7.3 In the event the quantities of materials stated in the Price Schedule(s) are listed as estimates, the quantity should not be interpreted as indicating a minimum or maximum. The quantities shall be used as a basis for comparison upon which the award of a contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the TTC whether decreased or increased.
- 7.4 The Bidder shall include in its Bid, extended prices based on the quantities, or estimated quantities as the case may be, for items of Work shown in the Price Schedule(s). Such extended prices shall be the product of the unit prices multiplied by the quantities, or estimated quantities as the case may be. Payments shall be based on the actual Work required and performed, at the Contract unit prices, subject to the terms and conditions of the Contract Documents.
- 7.5 The Harmonized Sales Tax (HST) is a tax that applies to the supply of most goods and services in Ontario, Canada. Bid unit price(s) shall not include the applicable HST tax, this tax shall be shown separately on the Price Schedule(s) as set out therein.
- 7.6 If the Bidder is not licensed to collect the applicable HST, the Bidder must explicitly state this on its Bid Form and the TTC will make an assessment of the taxes applicable and add the assessed amount to the Bidder's Total Bid Price for evaluation purposes and if the Bidder is awarded the Contract, the appropriate amount of taxes applicable will be determined and remitted by the TTC to the appropriate Canadian governmental agency.
- 7.7 Unless the Bidder has explicitly stated on its Bid Form that its Bid price(s) are in a currency other than Canadian, and clearly identified the foreign currency, the Bid price(s) shall be deemed as Canadian funds.
- 7.8 If the Bidder requires that any of its submitted Bid price(s) are subject to adjustment for variation in the exchange rate of a foreign currency it must state such on its Bid Form and must include the following information with its Bid:
 - (a) A positive statement that Bid price(s) will be subject to adjustment for variation in foreign currency exchange rate and identification of which prices or portion of prices, expressed in Canadian dollars, are subject to adjustment for variation in foreign currency exchange rates, and provide a base rate for the submitted prices which are to be subject to adjustment for variation in foreign currency exchange rate. The base rate of exchange applicable shall be stated in the form of \$1.00 Canadian = equivalent in the applicable foreign currency.
- 7.9 Unless otherwise expressly permitted within the RFB, when pricing is requested for more than one item, the TTC reserves the right to award all or any portion of the Work to one or more Bidders at the Bid price(s) specified in the Bid Form.
- 7.10 This Price Schedule includes the following two sections:
 - .1 Section 1 – Core Price List

Bidders are required to submit pricing on all items required in this section.

.2 Section 2 – Options Price List

This section is not to be evaluated and is for information/contract administration purposes only.

Bidders are requested to submit pricing on all items requested in this section. Bidders will find that some items request the Bidder submit unit pricing for various estimated quantity per order.

The estimated quantity per order is the quantity of that item that TTC may order per request for Work. For example, TTC may request the awarded company to produce and deliver 600 interiors for subway (35" x 11") for a specific advertising campaign or 1,350 interiors.

.3 Optional Pricing Section - Option Year Price Increase

This section is applicable to both Section 1 and Section 2 of the Price Schedule.

Bidders have the option to submit percentage price increase for the one extension option.

In the event this section is left blank or a "0" or an "N/A" or a "-", or any non-numerical character is inputted, TTC reserves the right to interpret that there will be no price increases applicable when TTC exercises any option to extend the Contract term and pricing will be unchanged from the previous year(s).

8 SUBMISSION REQUIREMENTS

8.1 Each Bidder shall submit the following with its Bid:

8.1.1 The completed Bid Form (Section 00 41 00), including the applicable Price Schedule(s).

8.1.2 The completed List of Similar Contracts Awarded or Completed (Section 00 45 13). Bidder shall list relevant corporate experience undertaken within the last ten years and is strongly encouraged to describe up to a maximum of five contracts of a similar size and nature as TTC.

9 INVESTIGATION BY THE BIDDER

9.1 The Bidder shall examine all of the documents included in the Bid Documents, exercising due diligence and the skill and professional judgement of a reasonable professional in the Bidder's line of business.

Should the Bidder find discrepancies in, or omissions from, the RFB documents, or should be in doubt as to meaning, or have any questions or require clarification on any matter, the Bidder shall notify the individual listed in Section 00 21 00 Subsection 3 immediately in writing.

The Bidder shall make all investigations that a reasonable and prudent contractor would consider necessary or advisable when submitting a Bid, to inform itself thoroughly as to the character and magnitude of the Work.

9.2 Failure of a Bidder undertake due diligence as set out in Section 00 21 00 Subsection 9.1 shall not in any way relieve the Bidder of its obligation to honour its Bid.

10 ALTERNATIVES

- 10.1 Only Bid submissions for the specified product being requested in this RFB (e.g. the applicable manufacturer part number, TTC drawing or specification etc.) will be considered for this RFB. The Bidder may submit an alternative in addition to the specified product for review and acceptance by the TTC for a future Bid request. The Bidder shall clearly identify any alternative(s) and provide specific technical details in its Bid if it wishes the TTC to consider its alternative in the future.

11 EVALUATION AND ACCEPTANCE OF BIDS

- 11.1 A Bidder who has not obtained this RFB through Bonfire may have its Bid disqualified unless a third party has requested this RFB from Bonfire on that Bidder's behalf and has identified to Bonfire and the individual named in Section 00 21 00 Subsection 3 or his/her designate, that it is a third party obtaining the Bid Documents on behalf of a named potential Bidder.
- 11.2 Without prejudice to any reserved right of the TTC, each Bidder shall submit a Bid that is fully compliant with and responsive to the Bid Documents, including all required pricing information and shall include all information required in Section 00 21 00 Subsection 8.
- 11.3 Bids may be evaluated taking into account the following rules, subject to the reserved rights of the TTC set out in the RFB:
- (a) Prices shall be evaluated on the basis of the total evaluated price of each respective Bidder;
 - (b) The award of any Contract shall be subject to satisfactory reference checks in the case references are requested in the RFB as set in Section 00 21 00 Subsection 8, and the absence of any actual or potential conflict of interest;
 - (c) For any Bid Irregularities refer to the TTC's website at: <https://www.ttc.ca/doing-business-with-the-ttc/Procurement-and-Category-Management/Current-Tenders>; and
- 11.4 By submitting a Bid, a Bidder warrants that to its best knowledge and belief, having made all reasonable inquiries with respect thereto, no actual or potential conflict of interest exists with respect to the submission of its Bid or performance of the contemplated Contract other than those disclosed in the Bid Form. In the event that the TTC discovers a Bidder's failure to disclose all actual or potential conflicts of interest, the TTC may disqualify the Bidder or terminate any Contract awarded to that Bidder under this RFB.
- 11.5 The Bidder shall be deemed to have accepted all terms and conditions of the Bid Documents unless explicitly excepted or qualified in its Bid. Any exception as defined in the TTC's Procurement Policy, to the Bid Documents requirements, may render the Bid unacceptable. The TTC's Procurement Policy and list of common "Bid Irregularities" are located on the TTC Web site at: <https://www.ttc.ca/doing-business-with-the-ttc/Procurement-and-Category-Management/Current-Tenders>
- 11.6 Any errors, inconsistencies or ambiguities in the Bid submission shall be subject to the interpretation of the TTC. Each and every alteration or erasure made in the Bid shall be initialled by an authorized representative of the Bidder. If applicable, whenever the amount tendered in a price schedule for an item does not agree with the extension of a Bid quantity and the tendered unit price, the unit price shall govern and the extended amount and the Total Bid Price shall be corrected accordingly. Mathematical discrepancies will be corrected

by the TTC by appropriate means to arrive at the correct total evaluated price. If applicable, where a Bidder has made an error in transferring an amount from one part of the Bid to another, the amount shown before transfer shall, subject to any corrections as provided above, be taken to be correct, and the amount shown after transfer and the total evaluated price shall be corrected accordingly.

- 11.7 In the event that the TTC receives two or more Bids identical in price, the TTC reserves the right to select one of the tied Bids by way of a coin toss (in the case of two identical bids), or lottery (in the case of more than two identical bids).
- 11.8 The TTC's right to accept or reject any or all Bids or to accept a Bid including the lowest price Bid, whether or not it complies with the Bid Documents, or to cancel this RFB at any time prior to the Notification of Award is expressly reserved without liability to the TTC.
- 11.9 For purposes of this RFB, "comply", "complies" and "compliance" mean that the Bid conforms to the requirements of the Bid Documents without material deviation. A "material deviation" in a Bid is any failure to comply with a Bid Document requirement that, in the sole discretion or opinion of the TTC;
- (a) impedes, in any material way, the ability of the TTC to evaluate the Bid;
 - (b) affects the TTC's ability to enforce the Bidder's obligations pursuant to the Bid Documents; or
 - (c) constitutes an attempt by the Bidder to revise the rights or obligations under the Bid Documents in a way not permitted by the RFB.
- 11.10 If at any stage of the evaluation process or at any time up to award of a Contract, the TTC determines that a Bid is non-compliant pursuant to this RFB, the TTC may, in its sole discretion and without liability, cost or penalty, declare the Bid to be non-compliant and the Bid shall not be given any further consideration.
- 11.11 For the purpose of clarity, each Bidder acknowledges and agrees that the TTC's evaluation of compliance with the Bid Documents is not an evaluation of absolute compliance and that the TTC may waive failures to comply that, in the TTC's sole discretion, do not constitute a material deviation.
- 11.12 The award of a Contract will be based on which Bidder has provided a Bid which the TTC determines, in its sole discretion, to provide the greatest value based on quality, service and price and determined on the evaluation criteria contained in these Bid Documents. The TTC may, in its sole discretion, require clarification of any Bid. The TTC reserves the right, in its sole discretion, to waive any requirement of the Bid Documents where, in the sole opinion of the TTC, there is an irregularity or omission in the information provided that is not a material deviation to the Bid Documents unless a specific consequence has been identified herein for the TTC of such an irregularity or omission.
- 11.13 Every Bid shall be submitted on the prescribed Bid Form as set out in the Bid Documents, and shall:
- 11.13.1 be completed without inter-lineation, alteration or erasure of or with respect to;
 - 11.13.1.1 any of the pre-printed text provided on the form; or
 - 11.13.1.2 information included on the Bid Form, unless the effect thereof is clear and unambiguous as is the assent of the Bidder to that inter-lineation, alteration or erasure (e.g. by initialling); and

- 11.13.2 bear the original signature of the Bidder (or, in the case of a Bid submitted by a corporation, a person represented to be an authorized signing officer of the corporation), inscribed in the space provided.
- 11.14 All words and phrases forming part of the Bid must be written out in full, and abbreviations should not be used. Where an abbreviation is used contrary to this requirement, any ambiguity or other uncertainty shall be as determined by the TTC at its sole discretion.
- 11.15 The TTC, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a Bidder in the event that the Bidder made a material misrepresentation or submitted any inaccurate or incomplete information in its Bid, or made any unauthorized amendment to the terms and conditions set out in the Bid Form, other than inserting the information requested and signing the Bid Form. Where the Bidder is not disqualified despite a discrepancy or inconsistency between the Bid Form that it submitted and the Bid Form prescribed by the TTC for the RFB, the Bid Form prescribed by the TTC for the RFB will prevail.
- 11.16 The TTC reserves the right at its sole discretion to refuse to accept or consider any Bid from a Bidder that:
- (a) received an unsatisfactory "Contractor Performance Review" rating in relation to a previous contract with the TTC;
 - (b) had a previous contract with the TTC that was terminated for default;
 - (c) was previously given a "Notification of Award" of contract by the TTC and defaulted in proceeding with the work of the contract;
 - (d) has submitted false or misleading disclosure in relation to Section 00 21 00 Subsection 5;
 - (e) failed or refused to comply with any applicable federal, provincial or municipal law governing this Bid or a prior contract with the TTC; and
 - (f) is an affiliate of or successor to any corporation described in clauses (a) to (e), including any Bidder that is controlled within the meaning of the Ontario Business Corporations Act by the same person or group of persons who so controlled any corporation described in clauses (a) to (e) above.
- 11.17 All costs and expenses incurred by each Bidder in the preparation and delivery of its Bid or in providing any additional information necessary for the evaluation of its Bid shall be borne solely by the Bidder.
- 11.18 The TTC will not be liable to pay any costs or expenses of any Bidder or to reimburse or compensate a Bidder in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Bid submissions or if a decision is made not to proceed with the Contract.
- 11.19 Bids submitted in a currency other than Canadian funds, will be converted to the Canadian equivalent by the TTC, using an exchange rate determined by the TTC, for comparative evaluation purposes.
- 11.20 In the event the Bidder provides a Price Schedule(s) that is in a non-excel file format, Bidders may be requested during the Bid evaluation to email the electronic excel Price Schedule(s) to the TTC contact listed in Subsection 3.1. Should there be a conflict between the unit prices in the non-excel copy submitted with the Bid and the unit prices on the excel Price Schedule(s)

subsequently received, the unit prices on the Price Schedule(s) submitted with the Bid (on or before the Bid Closing) will govern.

- 11.21 Where Pricing is requested for a set period of time, the TTC at its sole discretion reserves the right to award a Contract of 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 Bid pricing.
- 11.22 Where appropriate the TTC reserves the right to verify that the Bidder is an authorized distributor of the Products set out in the Specifications or is obtaining the Products from the original equipment manufacturer or a source that is an authorized distributor of the Products.
- 11.23 Where a Bidder, pursuant to this RFB, given an opportunity, during a Rectification Period, to rectify deficiencies in its submission in order solely to fill any minor gaps identified in the mandatory Submission Requirements applicable to such submission, respectively, for greater certainty and by way of example, but without limiting the generality of the provisions of this RFB respecting such rectification:
- .1 Such rectification may entail the provision to TTC by such Bidder of a form or other document required under this RFB that was submitted to TTC by such Bidder with its Bid but was missing a date, name or signature; and
 - .2 Such rectification may entail the provision to TTC by such Bidder of a portion of a form required under this RFB that was submitted to TTC by such Bidder with its Bid but was missing a portion of such form.
- 11.24 The successful Bidder will be issued a Notification of Award which will govern the potential subsequent contracts resulting from a call-up made pursuant to the RFB. The term of the Award is to be for a period of up to 1 year.

12 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 12.1 A Bid submitted to the TTC shall become the property of the TTC and is therefore, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. Bidders are responsible for familiarizing themselves with the provisions of this Act.

13 PROHIBITION AGAINST GRATUITIES

- 13.1 No Bidder and no employee, agent or representative of the Bidder, 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 RFB, whether for the purpose of securing a Contract or seeking favourable treatment in respect to the award of the Contract.
- 13.2 If the TTC determines that Section 00 21 00 Subsection 13.1 has been breached by or with respect to a Bidder, the TTC may exclude that Bidder's Bid from consideration, or if a Contract has already been entered into, may terminate it without incurring any liability.

14 SITE TOUR/PRE-BID MEETING

- 14.1 Site tours and pre-bid meetings, if applicable, shall be held on the dates and at the times and place specified in sub-Section 1.10 or 1.11 as applicable. The TTC may place reasonable limits on the number of persons entitled to represent a Bidder at such meetings. While on TTC property, Bidder representatives must be accompanied by the TTC's Representative, except in the case of public access areas. Unless otherwise provided for in sub-Section 1.10 or 1.11 as applicable, on-site parking may not be available for site tour attendees. Where a Bidder is not represented at a site tour or pre-bid meeting, the TTC shall not be obliged to conduct a subsequent tour or meeting.

15 ONTARIO REGULATION 287/01 INFORMATION

- 15.1 In accordance with Section 00 72 00 – GC5 Laws to be Observed, it is the Bidder's responsibility to observe and comply with any and all applicable statutes, federal and provincial regulations, and municipal codes and by-laws that affect the Work or control or limit the actions of the persons engaged in the Work. This includes the Employment Standards Act, 2000 (the "ESA") including, but not limited to, Section 75 of the ESA and Ontario Regulation 287/01 (the "Regulation") under the ESA, which may apply to the Work. It is the sole responsibility of the Bidders to determine whether the ESA and/or the Regulation applies to the Work. Bidders may request a list of the incumbent contractor's security guard staff and relevant information in accordance with Section 77 of the ESA. Bidders are to request the information from the Senior Procurement Specialist named in sub-item 1.4 or their designate.

16 TTC'S MANDATORY VACCINATION POLICY

Effective October 31, 2021, all Company staff and Subcontractor staff working on TTC Property and/or who interact with TTC employees are required to be fully vaccinated against COVID-19 or have an approved accommodation in accordance with the *Ontario Human Rights Code* for not being fully vaccinated against COVID-19. TTC reserves the right, at its sole discretion, prior to admission onto TTC Property, to request from Company staff or Subcontractor staff, as applicable, a signed declaration from the Company staff or the Company, or the Subcontractor staff or the Subcontractor, as applicable, indicating that Company staff or Subcontractor staff, as applicable, are subject to TTC's policy regarding this requirement, are fully vaccinated, or are being accommodated in accordance with the *Ontario Human Rights Code*. Failure to provide the declaration may be cause for refusing Company staff or SubContractor staff, as applicable, from admission to TTC Property and/or interaction with TTC employees. Such refusal will not be cause for a claim for additional costs due to delay related to such refusal. TTC's policy regarding this requirement is available on TTC's website.

17 JOINT VENTURES

- 17.1 If a joint venture is proposed:

- (a) The joint venture shall state in its Bid 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 without the prior written approval of TTC.
- (b) One of the joint venture participants shall be nominated as being in charge during the Bid process and, in the event of a successful Bid, 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 Bid a power of attorney, or similar document, signed by a legally authorized representative of the joint venture participant.
- (a) All participants of the joint venture shall be legally liable, jointly and severally, during the Bid process and for carrying out the obligations pursuant to the Contract terms and conditions.

END of SECTION

<u>Subsection No.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
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2	OFFER.....	1
3	STATEMENT OF COMPLIANCE.....	2
4	SUBMISSION REQUIREMENTS	2
5	AUTHORIZATION AND CONSENT	2
6	VALIDITY	2
7	SIGNATURE	2

APPENDICES

APPENDIX 1 – PRICE SCHEDULE 1

TITLE: Advertising Printing and Installation Services

BID NO.: T01AD22143

TO: Toronto Transit Commission

1 DECLARATION

I/We, _____
(Legal Name of Bidder)

the undersigned, having an office at _____
(Office Address)

(Telephone No. Including Area Code) (Bidder Email Address and Signatory Email Address)

do hereby declare as follows:

- .1 That we have carefully examined the Bid Documents, and do hereby accept the same as part and parcel of the Contract;
- .2 That the shareholders or partners of the above company are the only persons interested in the Bid, and no other person has any interest in the Bid, or in the Contract proposed to be taken;
- .3 That our Bid is made without any knowledge, comparison of figures, or arrangements with any other party or parties making a Bid for the same Work and is, in all respects, fair and made without collusion or fraud;
- .4 That no member of the City of Toronto Council or Commissioner of TTC or any officer or employee of the City of Toronto or of TTC is or shall become interested, directly or indirectly, as a contracting party, partner or otherwise in, or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom;
- .5 That we have not violated Section 00 21 00 Subsection 5 – COMMUNICATION RESTRICTIONS.

2 OFFER

- .1 We do hereby Bid and offer to supply and perform the Work as specified within the Bid Documents, at and for the prices as stated in Bid Form – Price Schedule(s) (Appendix 1) which includes all applicable taxes, allowances, and all other costs.
- .2 Addenda

We agree that this Bid incorporates all Addenda issued by TTC during the Request for Bid period.

3 STATEMENT OF COMPLIANCE

- .1 We agree to accept and will comply with all terms and conditions of the Bid Documents.

4 SUBMISSION REQUIREMENTS

- .1 In accordance with Section 00 21 00 Subsection 8 - SUBMISSION REQUIREMENTS, we have submitted all information as required.

5 AUTHORIZATION AND CONSENT

- .1 We agree and consent to TTC, at its sole discretion, using any information as set out in the Bid to conduct reference checks with respect to work previously performed and to conduct further investigations with respect to any information provided in the Bid.
- .2 We further authorize and direct any and all of the companies which are set out in the Bid to provide any additional information as may be requested by TTC with respect to work previously performed.

6 VALIDITY

- .1 We agree that this Bid is valid for acceptance for a period of 90 calendar days from the Closing Date of Bids and that TTC may at any time within the said period accept this Bid whether or not any other Bid has been previously accepted.

7 SIGNATURE

Dated this _____ day of _____, 2022.

Per: _____
(Signature)

Name: _____

Title: _____

I/We have authority to bind the Bidder.

END OF SECTION

00 41 00 Bid Form - Appendix 1 - Price Schedule
Section 1 - Core Price List
Bid No.: T01AD22143

Section 1: Core Price List					Year 1	
Item	Description	Colours	Estimated Order Request per Year* *	Unit of Measure	Unit Price	Extended Price
1	4'x6' station posters Estimated quantity per order: 150	4/O	1,000	Each		\$ -
2	35"x11" interiors for subway Estimated quantity per order: 2700	4/O	10,000	Each		\$ -
3	35"x11" interiors for bus Estimated quantity per order: 2000	4/O	3,500	Each		\$ -
4	20"x28" Subway car doors (interior) Estimated quantity per order: 1736	4/O	6,000	Each		\$ -
5	Vinyl used on the exterior of subways Exterior Door Wrap: 60.5"W x 76.5"H Estimated quantity per order: 1	4/O	10	Each		\$ -
6	Vinyl used on the exterior of subways Vinyl King: 139"W x 30"H Estimated quantity per order: 1	4/O	10	Each		\$ -
7	Vinyl used on the exterior of subways Subway Mural 150"W x 85"H with subway doors 28.065"W x 75.69"H Estimated quantity per order: 1	4/O	10	Each		\$ -
8	Vinyl used on the interior of streetcars 44.5" x 12.25" include installation Estimated quantity per order: 204	4/O	1,500	Each		\$ -

00 41 00 Bid Form - Appendix 1 - Price Schedule
Section 1 - Core Price List
Bid No.: T01AD22143

Section 1: Core Price List					Year 1	
Item	Description	Colours	Estimated Order Request per Year* *	Unit of Measure	Unit Price	Extended Price
9	Vinyl used on the exterior buses Bus Murals (Orion 7) 192"W x 105"H Estimated number of vehicles requiring installation per order: 4	4/O	25	Each		\$ -
10	Vinyl used on the exterior buses Bus Murals (NOVA) 181.75" W x 99"H Estimated number of vehicles requiring installation per order: 4	4/O	25	Each		\$ -
11	Vinyl used on the exterior buses Full Wrap NOVA: 479.5"W x 119"H Estimated number of vehicles requiring installation per order: 4	4/O	25	Each		\$ -
12	Vinyl used on the exterior buses Full Wrap Orion 7: 474"W x 104"H Estimated number of vehicles requiring installation per order: 4	4/O	25	Each		\$ -
13	Vinyl used on the exterior of streetcars Streetcar Murals 185"W x 122.5"H, include installation. Single mural Estimated number of vehicles requiring installation per order: 4	4/O	10	Each		\$ -

00 41 00 Bid Form - Appendix 1 - Price Schedule
Section 1 - Core Price List
Bid No.: T01AD22143

Section 1: Core Price List					Year 1	
Item	Description	Colours	Estimated Order Request per Year* *	Unit of Measure	Unit Price	Extended Price
14	Vinyl used on the exterior of streetcars Streetcar Murals 185" W x 122.5" H, include installation. Double mural Estimated number of vehicles requiring installation per order: 4	4/O	10	Each		\$ -
15	Vinyl used on the exterior of streetcars Streetcar Murals 185" W x 122.5" H, include installation. Triple mural Estimated number of vehicles requiring installation per order: 4	4/O	100	Each		\$ -
16	Vinyl used on the exterior of streetcars Full streetcar wrap approximately 173" W x 132.25" H Estimated number of vehicles requiring installation per order: 4	4/O	25	Each		\$ -
17	Wall vinyl in stations - 4' x 6', Estimated quantity per order: 10	4/O	25	Each		\$ -
18	Wall vinyl in stations - 10' x 6' Estimated quantity per order: 10	4/O	25	Each		\$ -
19	Floor vinyl in stations - 3' X3' Estimated quantity per order: 10	4/O	750	Each		\$ -

00 41 00 Bid Form - Appendix 1 - Price Schedule
Section 1 - Core Price List
Bid No.: T01AD22143

Section 1: Core Price List					Year 1	
Item	Description	Colours	Estimated Order Request per Year* *	Unit of Measure	Unit Price	Extended Price
20	Window vinyl for stations	4/O	100	Square Foot		\$ -
21	External and Internal vehicle decal	4/O	50	Square Foot		\$ -
Sub-total					\$	-
HST					\$	-
Yearly sub-total					\$	-
Total Bid Price					\$	-

Additional Pricing Instructions:

** Estimated quantity per year are not guaranteed quantities. These quantities are based on TTC's best estimates and may vary during the term of the Contract

Pricing submitted above are inclusive of, but not limited to, all applicable delivery costs, freight, administraton, material, labor, insurance, etc. required to perform the Work

Optional Pricing Section - Option Year Price Increase	
Optional Extension Year 2	up to _____ %
In the event this section is left blank or a "0" or an "N/A" or a "-", or any non-numerical character is inputted, TTC reserves the right to interpret that there will be no price increases applicable when TTC exercises any option to extend the Contract term and pricing will be unchanged from the previous	

00 41 00 Bid Form - Appendix 1 - Price Schedule
Section 2 - Options Price List (Information Purposes Only)
Bid No.: T01AD22143

Section 2: Options Price List				Year 1	
Item No.	Description	Colours	Estimated Quantity per order	Unit of Measure	Unit Price
1	4'x6' station posters	4/O	10	Each	
2	35"x11" interiors for subway	4/O	600	Each	
			1,350	Each	
3	35"x11" interiors for bus	4/O	10	Each	
			4,000	Each	
4	20"x28" interiors for subway	4/O	600	Each	
5	Vinyl used on the exterior of subways Exterior Door Wrap: 60.5"W x 76.5"H	4/O	1	Each	
6	Vinyl used on the exterior of subways Vinyl King: 139"W x 30"H	4/O	1	Each	
7	Vinyl used on the exterior of subways Subway Mural 150"W x 85"H with subway doors	4/O	1	Each	
8	Vinyl used on the interior of new streetcars 44.5" x 12.25"	4/O	20	Each	
			408	Each	
9	Vinyl used on the exterior buses Bus Murals (NOVA) 181.75" W x 99"H	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
10	Vinyl used on the exterior buses Bus Murals (Orion 7) 192"W x 105"H	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
11	Vinyl used on the exterior buses Full Wrap NOVA: 479.5"W x 119"H	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
12	Vinyl used on the exterior buses Full Wrap Orion 7: 474"W x 104"H	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
13	Vinyl used on the exterior of streetcars Streetcar Murals 185"W x 122.5"H, include installation. Single mural	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
14	Vinyl used on the exterior of streetcars Streetcar Murals 185"W x 122.5"H, include installation. Double mural	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
15	Vinyl used on the exterior of streetcars Streetcar Murals 185"W x 122.5"H, include installation. Triple mural	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
16	Vinyl used on the exterior of streetcars Full streetcar wrap approximately 173" W x 132.25" H	4/O	1	Each	
			2	Each	
			3	Each	
			5	Each	
17	Wall vinyl in stations - 4' x 6'	4/O	1	Each	
			25	Each	
18	Wall vinyl in stations - 10' x 6'	4/O	1	Each	

00 41 00 Bid Form - Appendix 1 - Price Schedule
Section 2 - Options Price List (Information Purposes Only)
Bid No.: T01AD22143

Section 2: Options Price List					Year 1
Item No.	Description	Colours	Estimated Quantity per order	Unit of Measure	Unit Price
18		4/0	25	Each	
19	Floor vinyl in stations 3'X3'	4/0	3000	Each	
			7500	Each	
Additional Pricing Instructions:					
Pricing submitted above are inclusive of, but not limited to, all applicable delivery costs, freight, administraton, material, labor, insurance, etc. required to perform the Work					
Section 2 - Options Price List is not evaluated.					

Optional Pricing Section - Option Year Price Increase	
Optional Extension Year 2	up to _____ %
In the event this section is left blank or a "0" or an "N/A" or a "-", or any non-numerical character is inputted, TTC reserves the right to interpret that there will be no price increases applicable when TTC exercises any option to extend the Contract term and pricing will be unchanged from the	

1) Description of Services
Provided for the Contract

Contract Value _____

Company Name _____

Contact Name _____ Telephone No. _____

Email _____

Contract Duration _____

Date Completed _____

2) Description of Services
Provided for the Contract

Contract Value _____

Company Name _____

Contact Name _____ Telephone No. _____

Email _____

Contract Duration _____

Date Completed _____

3) Description of Services
Provided for the Contract

Contract Value _____

Company Name _____

Contact Name _____ Telephone No. _____

Email _____

Contract Duration _____

Date Completed _____

4) Description of Services

Provided for the Contract _____

Contract Value _____

Company Name _____

Contact Name _____ Telephone No. _____

Email _____

Contract Duration _____

Date Completed _____

5) Description of Services
Provided for the Contract _____

Contract Value _____

Company Name _____

Contact Name _____ Telephone No. _____

Email _____

Contract Duration _____

Date Completed _____

END OF SECTION

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SCHEDULES

- SCHEDULE GC27 – COMPANY PERFORMANCE REVIEW FORM
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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 "F.O.B." shall mean the point at which title to the Work passes from the Company to the TTC.
- 1.1.17 "Milestone" shall mean any specified event, date or time by which a defined scope of Work shall be completed, including Contract Completion.
- 1.1.18 "Notification of Award" shall mean the written notification by the TTC accepting the Bid of a Bidder for the Work.
- 1.1.19 "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.
- 1.1.12 "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.
- 1.1.21 "Products" shall mean materials, machinery, equipment and/or fixtures forming the Work.
- 1.1.22 "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.
- 1.1.23 "RFB" shall mean the Request for Bids documents to which the Bidder submitted a Bid.
- 1.1.24 "Site" shall mean the destination to which the Work is delivered to.

- 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;
 - 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 required delivery point in accordance with the Contract Documents.
- 31.1.1 Pallets used by the Company to deliver Products to the TTC shall be constructed in such a manner to safely support the Product(s) contained thereon and be designed in such a manner to allow for the pallet to be safely transported by a forklift. The pallet shall be made of a suitable durable material that can accommodate the combined weight of the pallet and the Product(s) contained thereon. The pallet, including the manner in which the Product(s) are placed thereon, shall provide for a stable load when transported and while at rest. The TTC will determine, in its sole discretion, the acceptability of the pallet with respect to its construction and general suitability for the Product(s) contained thereon, load stability, safe transport by forklift and storage. Block style pallets, or other pallets that the TTC, in its sole discretion, deems to be unsuitable for transport by forklift or unable to safely support the Product(s) contained thereon are not acceptable.
- 31.1.2 The TTC reserves right, at its sole discretion, to reject shipments, or portions of shipments, that are not delivered to the TTC in accordance with the pallet requirements set out in Subsection 31.1.1 above. The Company shall be responsible for all costs and expense associated with the rejected shipments.
- 31.2 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.
- 31.3 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 NAFTA 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 the 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 the TTC.
- 31.3.1 The Company accepts all responsibility for the information provided on the NAFTA 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 the TTC harmless from any liabilities resulting from providing inaccurate information or failure to comply with NAFTA requirements.
- 31.3.2 Seven (7) calendar days prior to shipment of Products to the Site the Company shall advise the TTC's Representative of the predicted date of arrival of the Products to the Site, the name of the company transporting the shipment.

31.3.3 The TTC's customs broker, DSV Sea & Air shall clear the shipment at the border. The Company shall notify the TTC's Representative, at least ten (10) business days prior to the Products arriving at the border and shall fax all shipping documentation to the TTC's Tax Analyst at (416) 488-4708 at least two (2) business days prior to the equipment arriving at the border. The Company shall contact the 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 the TTC's broker. A valid NAFTA certificate of origin must be supplied with the invoice and packing slip and attached to the shipment of Products.

31.3.4 Failure to provide all of the above information may delay payment of invoices or may be cause for 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

CONFIDENTIAL

Completion Date: Scheduled - Actual -

~ If Category does not apply use N.A. ~

Reacts favourably to needs and instructions of the TTC; strives to create a co-operative atmosphere in the performance of the Contract.

SECTION 00 72 00 – SCHEDULE GC27

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

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.mcscs.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 Work, any services required to be performed by the Contractor under the Contract Documents, 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 Commission 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 Work required to be performed under the Contract and shall include the Commission as an additional insured.
 - .9 Any other valid or collectible insurance available to the Commission 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
 - .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 performance of the work.

SC3 EVIDENCE OF INSURANCE

- 3.1 Within ten (10) calendar days of the Notification of Award and prior to the commencement of Work, the Company 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 Company 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 thirty 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 Company is inadequate in any respect and for any reason whatsoever, it shall forthwith advise the Company of such opinion and the reasons therefore and the Company 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 Company of any of its obligations under the Contract.

SC4 AUTHORITY OF THE TTC'S REPRESENTATIVE

- 4.1 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.
- 4.2 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 Work provided, the interpretation of the Contract Documents and the mutual rights as between the Company, the TTC and Other Contractors.
- 4.3 The TTC's Representative will prepare and issue, if appropriate, Contract Amendments in accordance with GC21 - CHANGES IN THE WORK.
- 4.4 The TTC's Representative has the authority to reject Work 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 Company or its Subcontractors.

SC5 SAFETY

5.1 EMPLOYER

- .1 For the purposes of the Contract, the Company, is an "Employer" as defined in the Occupational Health and Safety Act. This shall mean the Company 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 Work 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 Work 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 Company shall advise the TTC's Representative in writing of any change in the individual identified as the Company's representative.

5.2 RESPONSIBILITIES WHILE WORKING ON TTC PROPERTY

- .1 The Company's representative shall ensure that:
 - .1 All measures and procedures prescribed by the following Acts and Regulations are carried out when Company Staff (and Subcontractor staff) are working 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 Work on the TTC property complies with all of the requirements referred to in sub-Section 5.2.1.1 above. In addition to compliance with all occupational health and safety legislation, every employer and every worker performing Work 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 the Work performed on TTC property.
 - .5 The Company 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".

5.3 DUE DILIGENCE

- .1 The Company acknowledges that it has read and understands the measures and procedures relating to occupational health and safety as prescribed in 5.2.1.1 above. The Company 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 Company 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 Company's duties and responsibilities under occupational health and safety legislation.

- .3 The Company 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 Company to remedy the condition forthwith at its own expense;
 - .2 Remedy the problem and the TTC shall back-charge the Company for the cost of such remedial work, together with an appropriate overhead factor as determined by the TTC in its sole discretion; and
 - .3 The TTC may terminate the Contract without further liability in the event the Company 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 Company 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.

SC6 COMPANY'S EQUIPMENT

- 6.1 The TTC shall not be responsible for any loss, damage, destruction or theft of any of the Company's equipment used for this requirement.

SC7 APPLICABLE POLICIES

- .1 The Company 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 and Integrated Accessibility Standards. The Company further agrees to comply with the requirements described and set out under "AODA Training Requirements" located on TTC's website 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 Company agrees to comply with the updated or changed requirements.
- .2 With respect to the provision, or receipt, as applicable, of the Work and access to the premises, property, and employees of TTC, the Company shall comply with such applicable policies, procedures, and protocols of TTC as are provided to the Company 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 Company of such requirement, the Company shall have an obligation to comply. The Company 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 Company 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", "Criminal Misconduct Policy" AND "TTC's Mandatory Vaccination Policy" located on TTC's website 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 Company agrees to comply and/or ensure its employees and Subcontractors comply, as applicable, with the updated or changed requirements.

- .3 The Company shall, and shall ensure its Subcontractors, comply with the requirements described and set out under "TTC Green Procurement Policy" located on TTC's website 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 Company agrees to comply and/or ensure its Subcontractors comply, as applicable, with the updated or changed requirements.

END OF SECTION

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Appendices

- Appendix A – Exterior Vehicle Templates
- Appendix B – TTC Decal Specifications

1 Background

The TTC requires a Company to supply and deliver advertising print materials of various sizes and types, as defined within this document.

Orders for specific materials are on an as required basis, which will be communicated to the Company via fax/email.

2 Scope of Work

- .1 Receipt of Work request
 - a. The Company will receive a request from the TTC and within 24 hours the Company will respond by providing a quote to the TTC
 - b. The quote will include the detailed estimate of the cost (based on Contract pricing rates) and the anticipated delivery date of all required materials (e.g. samples, proofs, final printed pieces, etc.)
- .2 Printing Proofs
 - a. Upon receipt of the creative files from the TTC, the Company shall prepare print/digital proof(s) for the TTC to sign off prior to all the printing of all deliverables. The Company must have the capability to provide a digital and/or print proof. Print proofs will only be requested in certain circumstances and will be indicated in the request for quote.
 - b. The proofs must be sent within 48 hours of the quote being approved.
 - c. Once approved by the TTC Representative, the Company is responsible for indicating the date the materials will be ready for delivery to the TTC's third party vendor (refer to section 2.4 for delivery address) and/or be ready for installation on a vehicle or in a TTC station (for vinyl products). The Company is also responsible for informing TTC's third party vendor about the delivery date and confirming the size of the delivery.
- .3 Printing and Collating
 - a. Printing commences upon the proofs being approved by TTC
 - b. If there are multiple campaign designs, the Company shall collate the pieces based on the instructions provided in the request for quotation at no additional cost. For example, if there are three different versions of the creative per size specification, the creative should be collated 1,2,3.....1,2,3.....1,2,3 until this has been done for each size specification.
- .4 Scheduling and delivery
 - a. The Company is responsible for scheduling the delivery of all TTC materials and sending it to:
 - i. Attention: Bill Wingrove
Pattison Outdoor Advertising
C/O TTC
19 Bessemer Court
Unit 3
**Pickup/Drop offs – No trailer access
Concord, Ontario L4K 3E1
905-282-6800
 - b. The Company is responsible for sending the TTC Representative who scheduled the work confirmation a receipt that the product (or products) was delivered and received. Proof includes email with pictures of delivery notice. The Company is to send three samples of the printed products unless otherwise indicated by the TTC Representative. Photos are only required of vehicle wraps and murals.

- c. Should any issues occur with the materials after they are installed and need to be replaced (e.g. material damage, not enough static coating, trimming error). The Company is responsible for reporting to the TTC Representative the issues that have been identified, the TTC Representative will inform the third party installer know that materials will be re-printed and re-scheduled for delivery to the warehouse by the Company for re-installation in the system.

.5 Installation Guidelines

- a. The Company is responsible for installing vinyl vehicle wraps on the vehicles that have been identified for wrapping. Vehicles that are wrapped include streetcars, subway and buses (Refer to Appendix A).
- b. TTC will provide the company with mock-ups of the vehicle wraps and the final creative to be printed.
- c. The Company is responsible for conducting regular inspections on the vinyl products installed in the system to ensure it is still in good condition throughout its installation period.
- d. General Procedure (subject to change based on TTC's operational requirements):
 - i. The Company will first be required to attend an orientation/training with TTC supervision to ensure the appropriate techniques and tools are used to properly install vinyl on TTC vehicles that do not compromise the safety and integrity of the vehicle. The Company will be responsible for all associated costs to meet the installation requirements (e.g. supply of tools, materials, labor, etc.).
 - ii. The Company will inform the TTC Representative when the vinyl product is ready and propose a few dates to schedule the installation. The TTC Representative will coordinate the installation schedule with the required TTC garage/carhouse. The Company's proposed dates may be subject to revision as TTC service delivery may take precedence. No costs are to be incurred by the TTC in the event of re-scheduling installation dates.
 - iii. Installation will ideally be performed during the day but it is also likely that installation occurs during off-peak hours, which includes evenings as vehicles become more available after service. Company staff will be required to be available during the time frame stated in Section 5 – Work Hours, for vehicle wrap installation requirements. TTC will provide as much advanced notice as possible based on vehicle availability.
 - iv. Materials delivered to TTC's third party vendor are to be during normal work hours. Refer to section 5.2.
 - v. When the Company is required to remove the vinyl from vehicles it must be performed within three days from TTC's request

.6 Develop policies and procedures, approved by the TTC, for the smooth delivery of these responsibilities.

7. Late materials, lost materials and any-reprinting

- a) The Company is responsible for informing the TTC Representative immediately if production of materials or deliveries are going to be late, an explanation for the delay, and a revised completion date will be provided.
- b) The Company will be responsible for re-printing, at no additional cost to the TTC, for any lost materials.
- c) If an error occurred at the Company's end during production or installation, the Company will be responsible for re-printing the materials at no cost to the TTC.
- d) If there is an error with content in the creative sent by the TTC, the TTC will be responsible for paying for any re-prints that are requested.

TTC reserves the right to return damaged product or incorrect order to the Company at no additional cost to the TTC, with no restocking charges applied. Products for return shall be picked up by the

Company on the next delivery day. The Company shall provide a material return authorization number at a time of notification. All credits will be issued monthly and applied to the invoice the following month.

TTC reserves the right to add/remove/modify the Work requirements during the term of the Contract. Removal of items/service from the Contract shall not result in additional costs. Any additional Work requirements or modifications may be subject to mutual agreed upon negotiations, if/where applicable.

3 Product Specifications

Note: Refer to Appendix A – Exterior Vehicle Templates for all exterior vinyl related products

Item	Size	Material	Instruction	Delivery period and installation, where applicable, maximum (from receipt of production art)
Station posters	4'X6'	Material 4mm Coroplast with Anti-Static protection	Company not responsible for installation	10 business days
Interiors for subway	35"X11"	Material 17.5 pt. translucent Styrene with Anti-Static protection, printed on Thermoguard (fire retardant)	Company not responsible for installation	10 business days
Interiors for bus	35"X11"	Material 17.5 pt. translucent Styrene with Anti-Static protection, printed on styrene	Company not responsible for installation	10 business days
Subway door cards	20"x28"	Pyroguard (fire retardant) with Anti-Static protection	Company not responsible for installation	10 business days
Interior for streetcar	44.5" X 12.25" (horizontal)	3M 3500C	Includes installation	10 business days
External and internal vehicle decals	Specifications vary, quote should be based on a standard square foot basis.	See 5.3 Temporary / Changeable Graphics in Appendix B – TTC Decal Specification	Company not responsible for installation	10 business days
Wrap for exterior of subways	<ul style="list-style-type: none"> Exterior door wrap: 60.5"W X 76.5"H Vinyl King: 139"W X 30"H. 	3M IJ180 with 3M 8518 laminate	Includes installation	10 business days

	<ul style="list-style-type: none"> Subway Mural 150"W x 85"H with subway doors 28.065"W x 75.69"H <p>This is square only, no die- cutting, pre masking or weeding.</p>			
Wrap for exterior of buses	<ul style="list-style-type: none"> NOVA: 181.75" W X 99" H (Bus Mural) Orion 7: 192" W X 105" H (Bus Mural) NOVA: 479.5"W x 119"H (Full Wrap) Orion 7: 474"W x 104"H (Full Wrap) 	3M IJ180 with 3M 8518laminate	Includes installation	10 business days
Wrap for exterior of streetcars	<ul style="list-style-type: none"> Streetcar murals: 185"W X 122.5" H Full Streetcar wrap: 173" W x 132.25" H (Approximate) 	3M 3500 with 3M 8518 laminate	Includes installation	10 business days
Wall vinyl in stations	4'X6'	3M 3500 with Avery PC DOL 3080 Matte Laminate	Includes installation	10 business days
Wall vinyl in stations	10'X6' (subject to change, based on a standard square foot cost	3M 3500 with Avery PC DOL 3080 Matte Laminate	Includes installation	10 business days
Floor vinyl in stations	3'X3' (subject to change, based on	3M IJ40C-10 with a Luster Over	Includes installation	10 business days

	a standard square foot cost	Laminate 3M 3645		
Window vinyl for stations	Specifications based on campaign creative – to be provided in quote stage based on a standard square foot cost	3M 3500C Drytac Matte Laminate	Includes installation	10 business days

4 Company expectations

- .1 Respond to TTC requests within 24 hours of receipt
- .2 Keep sufficient stock inventory to meet our deliverables (see chart above).
- .3 The Company must meet all delivery commitments. This requirement is crucial to TTC's day to day business activities. In the rare event that a delivery to TTC from the Company does not meet a committed delivery date the Company must provide status updates to the TTC Representative on any changes that may occur to the committed delivery date identified in the quotation
 - a. NOTE: In the event a delivery is delayed for a high priority project, TTC will give the opportunity to the Company to meet delivery deadline expectations. However, if the Company fails to meet the expectations, TTC reserves the right to source the production and delivery of print materials from a third party and the costs associated will be billed to the Company to be paid.
- .4 Ensure that all paperwork, shipping containers, invoices etc., show the Purchase Order Number and the Company's name, address and phone number.
- .5 Deliver material within the delivery period (see chart above) to location specified in section 2.4, or as directed by TTC Representative at the time of the order. If delivery is delayed, the Company must advise the appropriate TTC Representative in writing, outlining the reason for the delay and the new date it will be delivered. Exception to this clause is repeated non-compliance to delivery expectations or absence of valid/acceptable reasoning, refer to section 7 and service level number 1.
- .6 Identify any issues with production art work supplied by the TTC immediately to ensure/minimize any changes to delivery schedule.
- .7 Provide confirmation in writing to the TTC, that deliverables were received and installed in accordance with the initial quote. Proof includes email with pictures of installed work and delivery notice.
- .8 The Company will not substitute materials, unless expressly agreed to in writing by the Head of Marketing and Customer Experience. Material substitutions may require approval by the TTC's Safety Department. The Safety Department will require a minimum of two weeks for this review after receiving the requested samples from the vendor. In the event the Company delivers products made from non-TTC approved materials, the Company will be responsible for any replacement product costs, potential damage/repair costs to TTC property, and applicable service level repercussions.
- .9 Be responsible for paying for any damage to the vehicle as a result of the application or removal of a vehicle wrap or interior vinyl. In these instances, TTC Operations will evaluate and define the damage cost that may include physical damage and/or loss of vehicle to revenue service.

5 Work Hours

- .1 Delivery of Proofs and correspondence with TTC Representative
1900 Yonge Street Toronto, ON M4S 1Z2 between the hours of:

8:00 a.m. to 5:00 p.m.
- .2 Delivery of products to TTC's third party warehouse between the hours of:

7:30 a.m. to 4:30 p.m.
- .3 Installation of products onto TTC vehicles between the hours of:

7:00 a.m. to the following day 6:59 a.m.

6 Communication

- .1 TTC shall 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 The Company will appoint one designated Company representative and will be the main contact for the TTC and will have overall responsibility for fulfilling the terms of the contract.
- .3 Communication by telephone and e-mail is usually adequate to execute the Work requirements, however, the Company may be asked to meet with the TTC staff, if the TTC so requests, to discuss matters relating to fulfillment of the contract. Meetings will be held either in person at TTC's head office (1900 Yonge Street) or virtually (WebEx or Microsoft Teams), at no additional cost.
- .4 The Company may request a meeting with the TTC staff at any time to discuss matters that cannot be dealt with through other communications.
- .5 Contract Kick-off Meeting
 - .1 Following receipt of Notification of Award, the Company will be required to attend a kick-off meeting.
 - .2 The meeting will be arranged by the TTC and will require attendance by the Company. In this meeting the TTC will outline Work expectations and provide additional details on upcoming Work/projects.

7 Service Levels

- .1 Company's performance shall be measured against the level requirements as set out in the table below.
- .2 In the event that the Company fails to perform the Work in conformance with the Contract, the following performance based disincentive fees may be applied at the TTC's sole discretion. The Company's deficiencies will be recorded and tracked for the entire duration of the Contract term. The number of occurrences will reset to zero with each 12-month cycle, however, the total number of deficiency occurrences during the Contract term may affect the Company's overall

Company performance review rating (may be subject to change based on mutual agreement between the TTC and the Company).

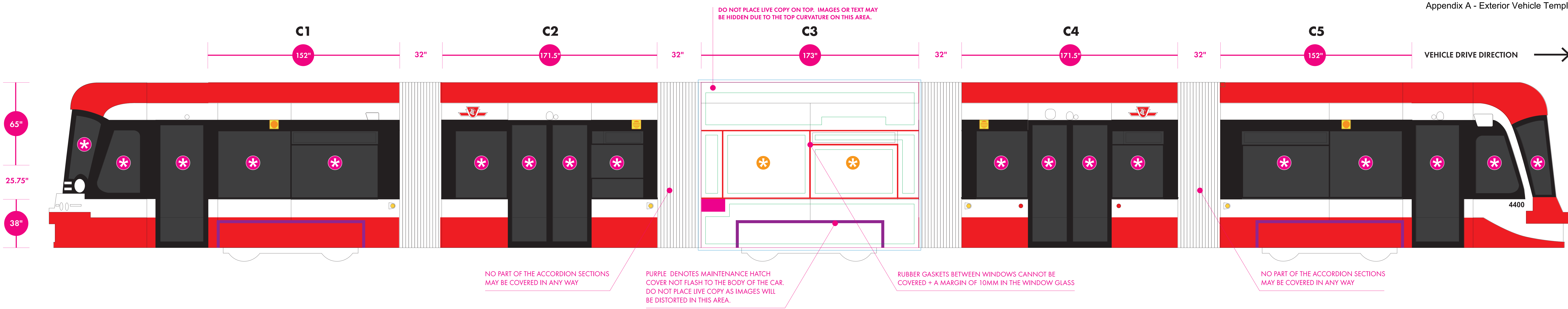
.3 Disincentive for non-performance shall be applied as follows:

Item No.	Performance Criterion	Service Level Requirements			
		Key Performance Indicator	1 st Incident	2 nd Incident	3 rd Incident & Beyond
			(within a 12 month cycle)	(within a 12 month cycle)	(within a 12 month cycle)
1	Delivery of all printed materials for the interior of vehicles and stations	Within 10 business days from TTC providing the approved creative to the Company	Written Warning	Cost reduction of 20% of total quoted cost per campaign	Cost reduction of 50% of total quoted cost per campaign
2	Delivery and installation of all external vehicle wraps	Within 10 business days	Written warning	Cost reduction of 20% of total quoted cost per campaign	Cost reduction of 50% of total quoted cost per campaign
3	Correct collation of materials	100%	Written warning	Written warning	Cost reduction of 20% of total quoted
4	Correct use of specified materials	100%	Written warning	Cost reduction of 20% of total quoted cost per campaign	Cost reduction of 50% of total quoted cost per campaign

8 The Term of Contract

The term of the Contract shall be for up to a 1 year term subsequent to the Notification of Award, with an option to renew the Contract for up to an additional 1 year period at the TTC's sole discretion, subject to satisfactory Work performance and acceptable negotiated pricing.

END OF DIVISION



TTC : LFLRV Model (Flexity)
Streetcar : Curbside MURAL (C3)

1:25 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Light, transit authority decals, numbers cannot be covered. Installers will cut away vinyl graphics in these areas. Keep live copy or critical graphics away from these areas.

DO NOT remove, cover or replace any TTC logos from the creative. All reflective strips and TTC decals cannot be covered. Reflective strips and TTC decals must be visible.

RUBBER GASKETS BETWEEN WINDOWS CANNOT BE COVERED WITH VINYL. PLUS A MARGIN OF 10 MM INTO THE WINDOW GLASS.

* Perforated Window Graphic Vinyl will be used for creative that covers window.

* No vinyl can cover the glass in areas marked with this symbol

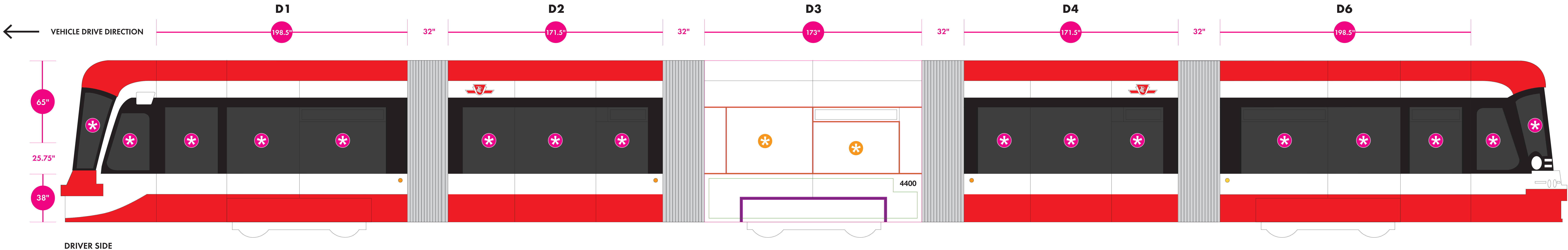
BLEED

VISIBLE OPENING

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WINDOW GASKETS

NO COPY HERE



TTC : LFLRV Model (Flexity)
Streetcar : Driverside Mural C (D3)

1:25 scale

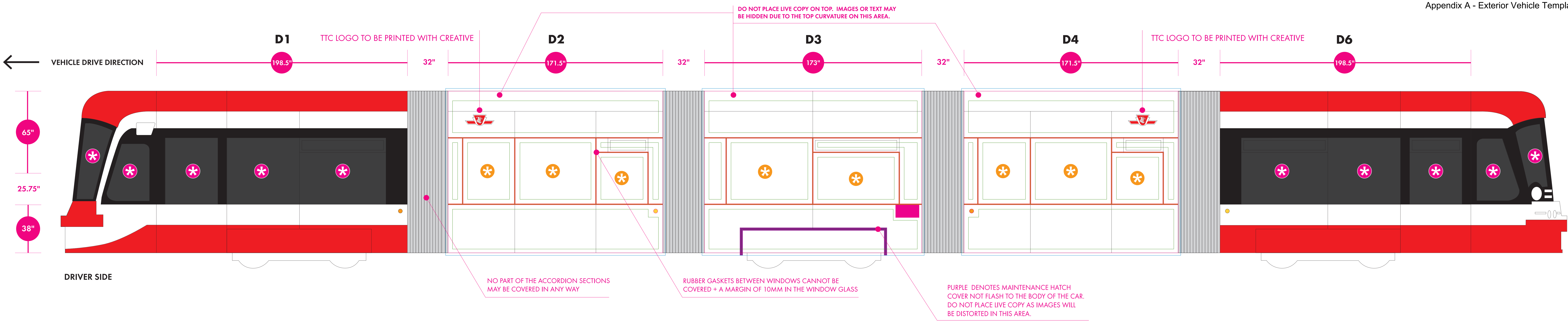
Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Light, transit authority decals, numbers cannot be covered. Installers will cut away vinyl graphics in these areas. Keep live copy or critical graphics away from these areas.

- No vinyl can cover the glass in areas marked with this symbol
- Perforated Window Graphic Vinyl will be used for creative that covers windows.

Streetcar numbers are not to be covered, vinyl will be cut in this area.

- VISIBLE OPENING/TRIM
- NON PRINTABLE AREA (NO VINYL)
- AVOID GRAPHICS OR TYPE (CURVED SURFACE)



TTC : LFLRV Model (Flexity)
Streetcar : Driverside Mural A (D2,D3,D4)

1:25 scale

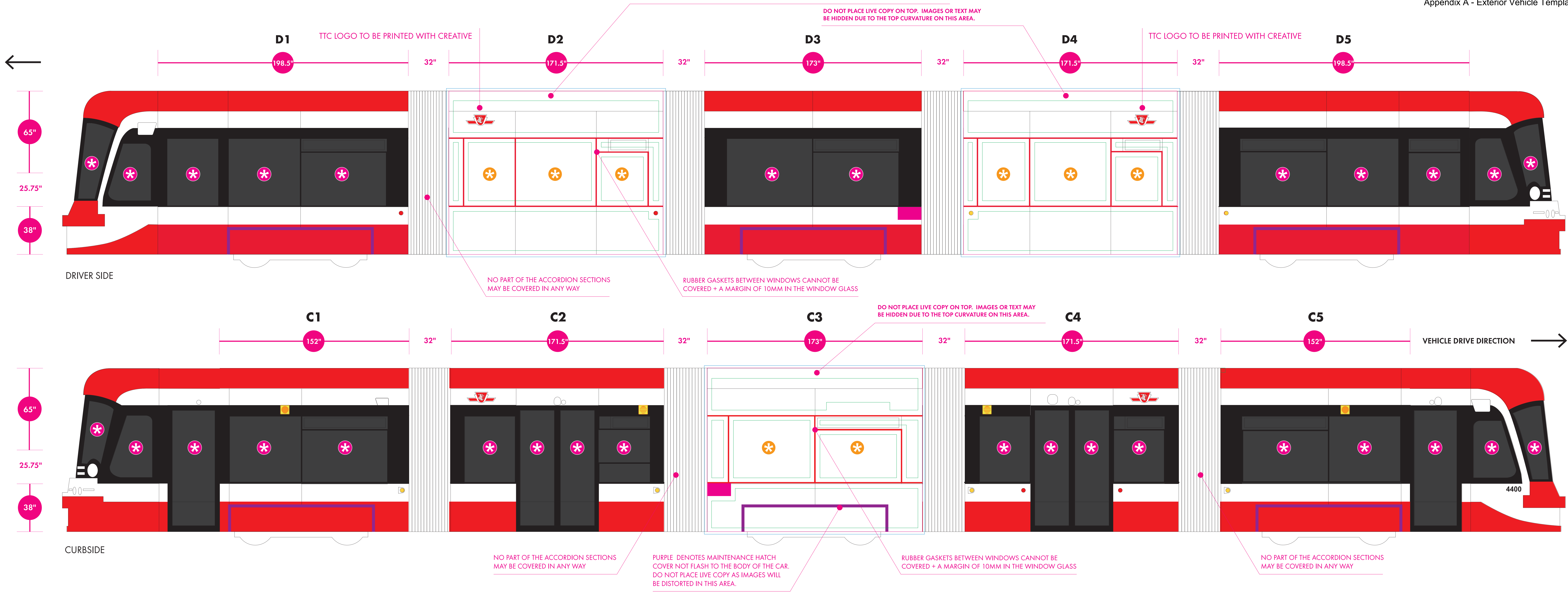
Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Light, transit authority decals, numbers cannot be covered. Installers will cut away vinyl graphics in these areas. Keep live copy or critical graphics away from these areas.

- * No vinyl can cover the glass in areas marked with this symbol
- * **Perforated Window Graphic Vinyl will be used for creative that covers windows.**

Streetcar numbers are not to be covered, vinyl will be cut in this area.

- BLEED
- VISIBLE OPENING/TRIM
- LIVE COPY SAFETY
- NON PRINTABLE AREA (NO VINYL)
- AVOID GRAPHICS OR TYPE (CURVED SURFACE)



TTC : LFLRV Model (Flexity)
Streetcar : Checkerboard Murals
(D2, C3, D4)

1:25 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Light, transit authority decals, numbers cannot be covered. Installers will cut away vinyl graphics in these areas. Keep live copy or critical graphics away from these areas.
DO NOT remove, cover or replace any TTC logos from the creative. All reflective strips and TTC decals cannot be covered. Reflective strips and TTC decals must be visible.

RUBBER GASKETS BETWEEN WINDOWS CANNOT BE COVERED WITH VINYL. PLUS A MARGIN OF 10 MM INTO THE WINDOW GLASS.

* Perforated Window Graphic Vinyl will be used for creative that covers window.

* No vinyl can cover the glass in areas marked with this symbol

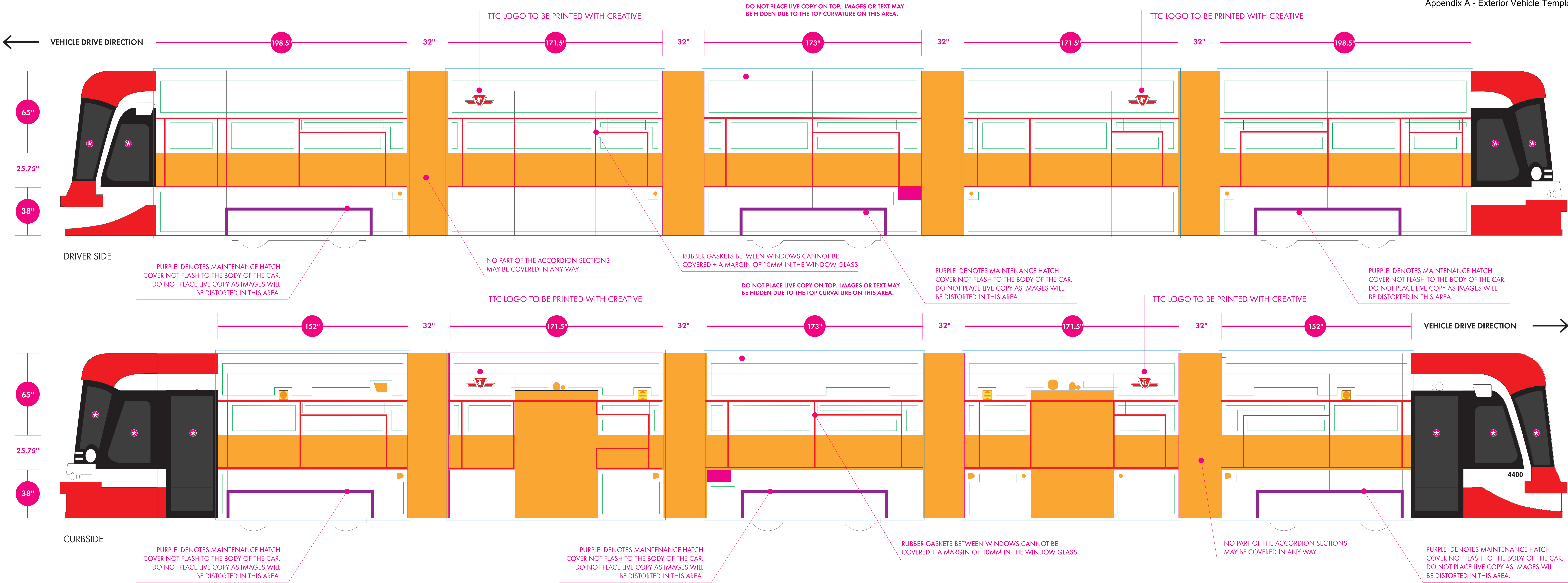
BLEED

VISIBLE OPENING

LIVE COPY SAFETY

WINDOW GASKETS

NO COPY HERE



TTC : LFLRV Model (Flexity)
Streetcar : Full Wrap

Toronto, Ontario

1:25 scale

Partial glass coverage allowed on the top half of the glass. **No more than 50% coverage is permitted**

Streetcar numbers are not to be covered, vinyl will be cut in this area.

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VISIBLE OPENING

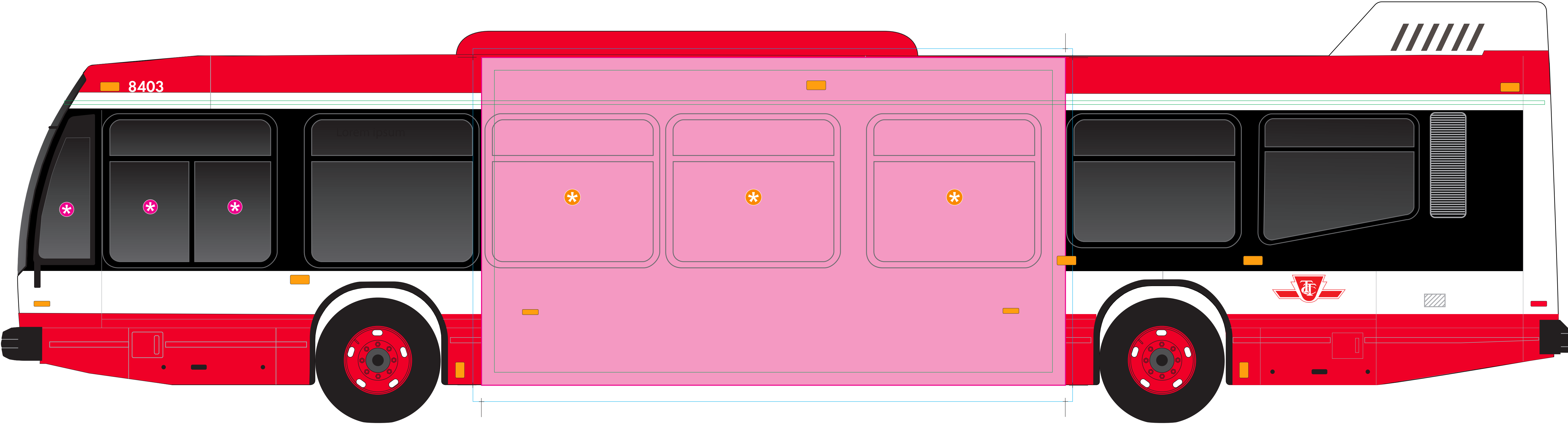
LIVE COPY SAFETY

WINDOW GASKETS

NO VINYL HERE

NO COPY HERE

* No vinyl can cover the glass in areas marked with this symbol



181¼" W x 102"H Vinyl Bus Mural :: Driver Side

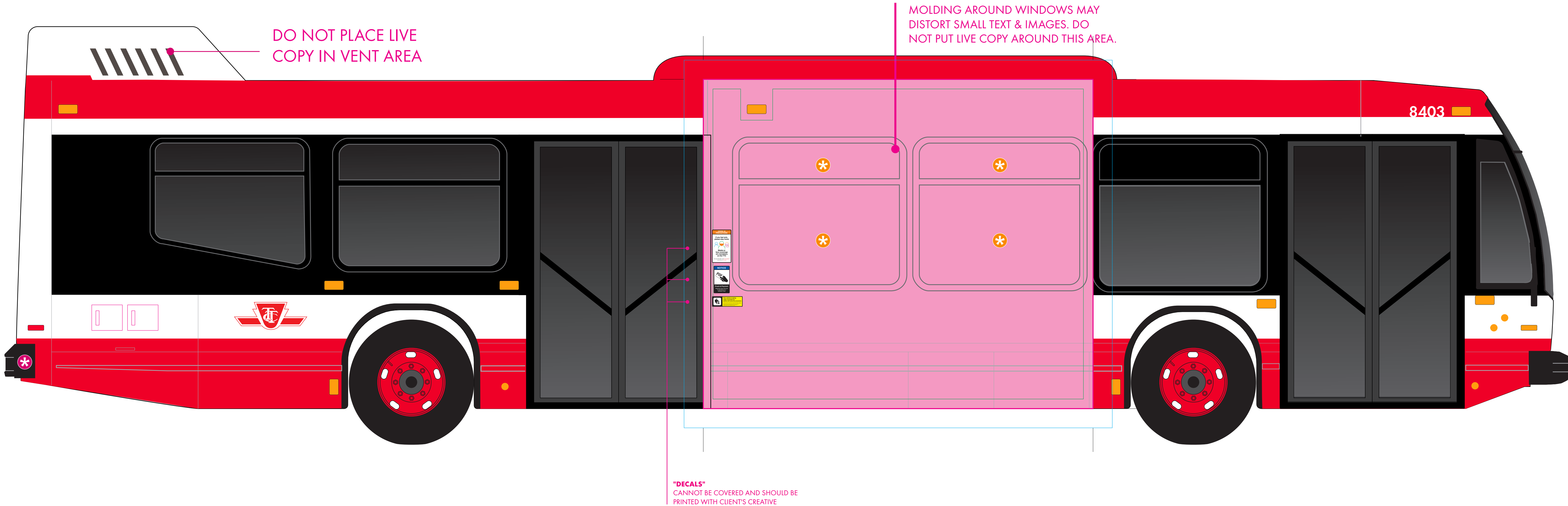
1: 15 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Light, transit authority decals, numbers or logos cannot be covered, Installers will cut away vinyl graphics in these areas. Keeplive copy or critical graphics from these areas.

-  No vinyl can cover the glass in areas marked with this symbol.
-  Perforated Window Graphic Vinyl will be used for any portion of your creative that covers windows with this symbol.

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TRIM VISIBLE OPENING
LIVE COPY SAFETY



Toronto Transit Commission :: NOVA LFS Bus
TTC Nova LFS Curbside Mural :: 122"W x 103"H

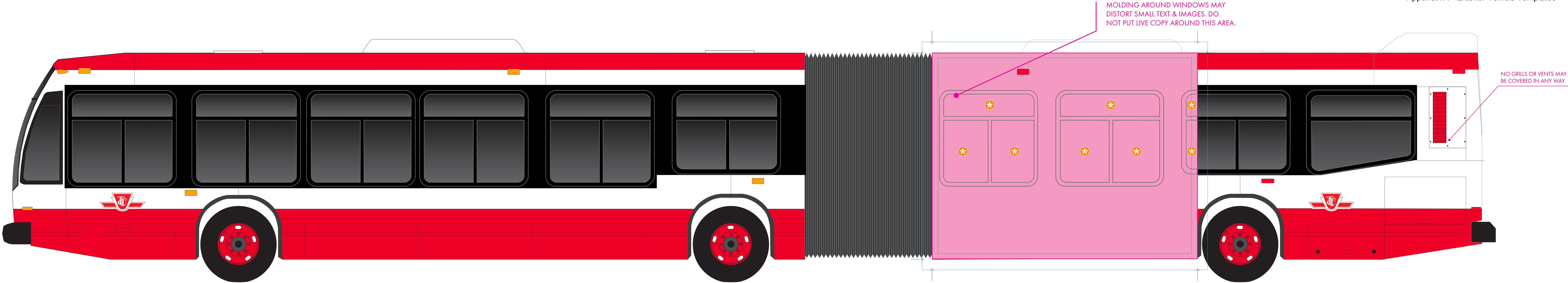
1:15 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Lights, transit authority decals, numbers or logos cannot be covered. Installers will cut away vinyl graphics in these areas. Keep live copy or critical graphics away from these areas.

-  No vinyl can cover the glass in areas marked with this symbol. This includes the tip in or slider portions of any window so marked. Window frames and moulding may be covered as well as the bus body surrounding the windows.
-  Perforated Window Graphic Vinyl will be used for any portion of your creative that covers windows.

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VISIBLE OPENING/TRIM
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Curb : Rear Mural 133"W x 104"H

Toronto Transit Commision : NOVA LFS Articulated

1:15 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

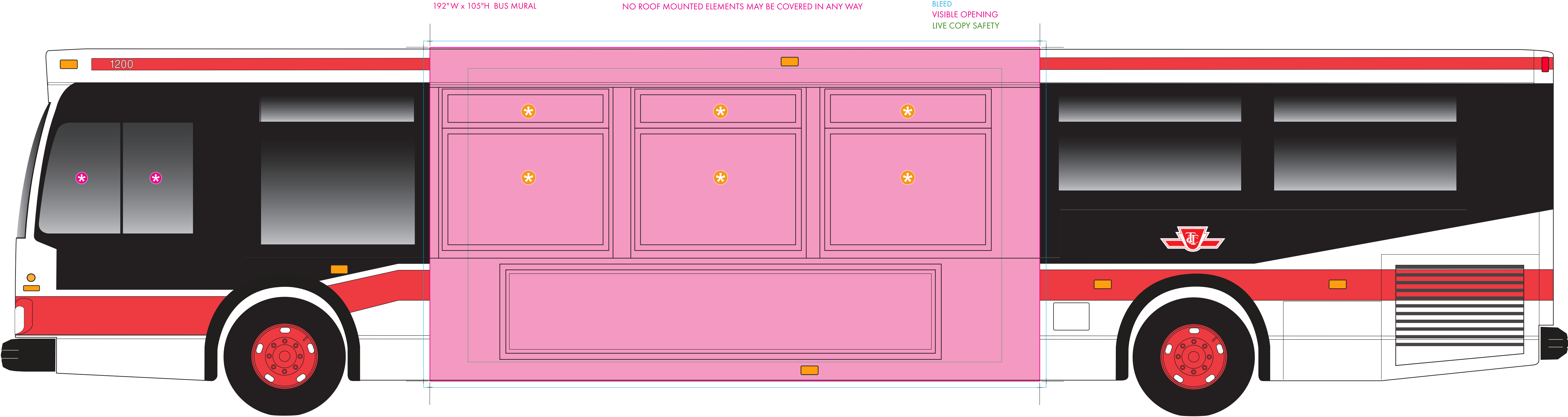
Lights, transit authority decals, numbers or logos cannot be covered. Installers will cut away vinyl graphics in these areas.Keep live copy or critical graphics away from these areas.

- * **Perforated Window Graphics Vinyl will be used for any portion of your creative that covers windows.**

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VISIBLE OPENING

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Toronto Transit :: Orion 7 NG : Driver Side
Bus Mural

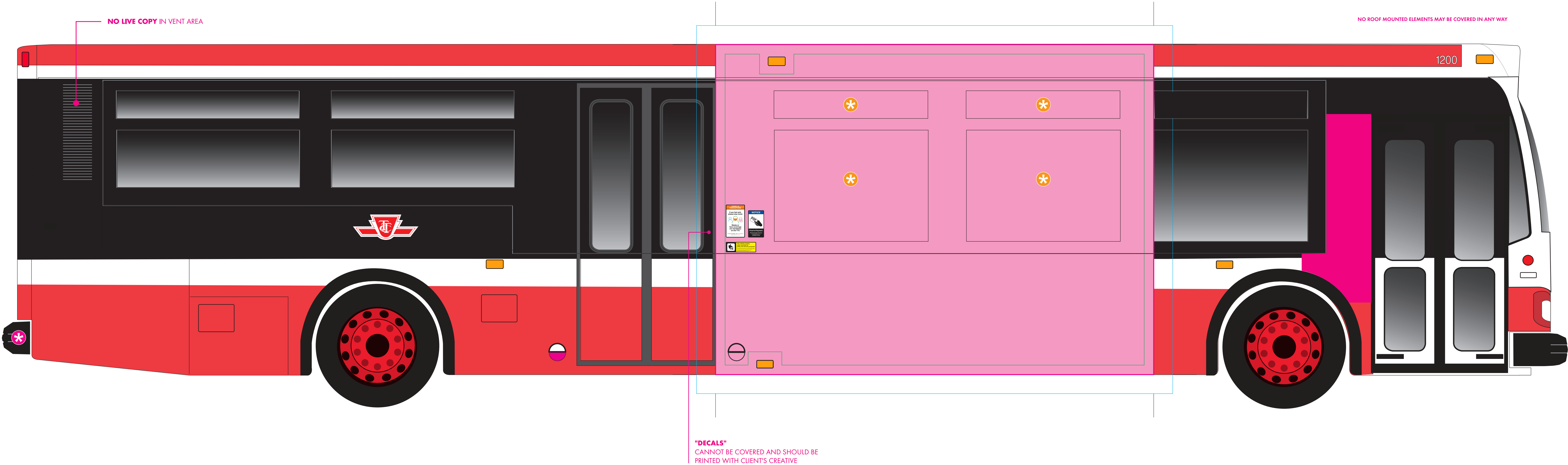
1:15 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Lights, transit authority decals, numbers or logos cannot be covered.

✱ No vinyl can cover the glass in areas marked with this symbol.

✱ Perforated Window Graphic Vinyl will be used for creative that covers windows.



Toronto Transit :: Orion 7NG
Curbside Mural :: 138"W x 104"H

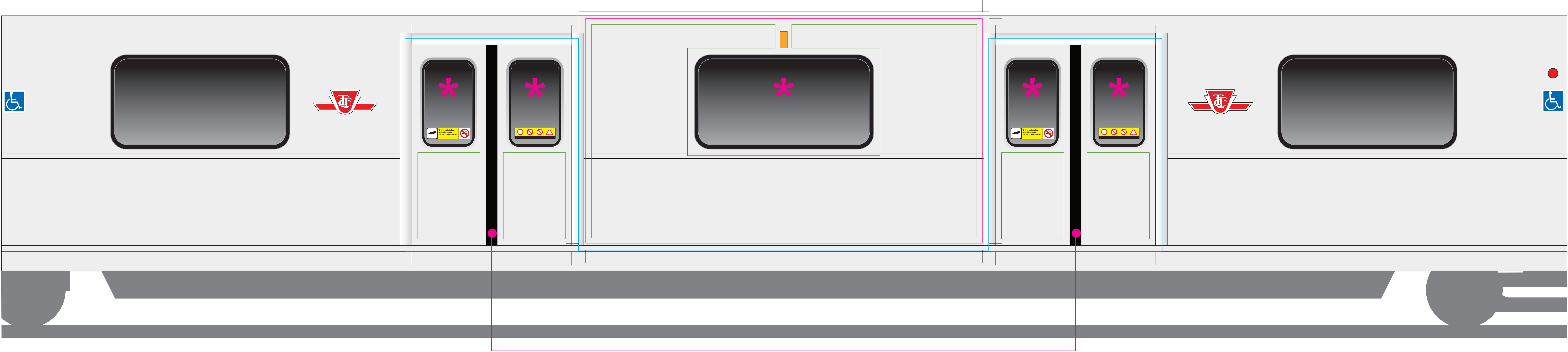
1:15 scale

Vinyl Coverage Restrictions as set out by TTC for safety reasons:

Lights, transit authority decals, numbers or logos cannot be covered. Installers will cut away vinyl graphics in these areas. Keep live copy or critical graphics away from these areas.

- * No vinyl can cover the glass in areas marked with this symbol. This includes the tip in or slider portions of any window so marked. Window frames and moulding may be covered as well as the bus body surrounding the windows.
- * Perforated Window Graphic Vinyl will be used for any portion of your creative that covers windows.

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No vinyl can cover this area.

Toronto Subway :: New Rocket (TR) Car
Mural (150"W x 85"H) with doors (28.065"W x 75.69"H)

1:10 scale

Both sides of this subway car are identical.

Windows, lights, TTC logo, blue wheelchair symbol and unit numbers cannot be covered with advertising graphics.

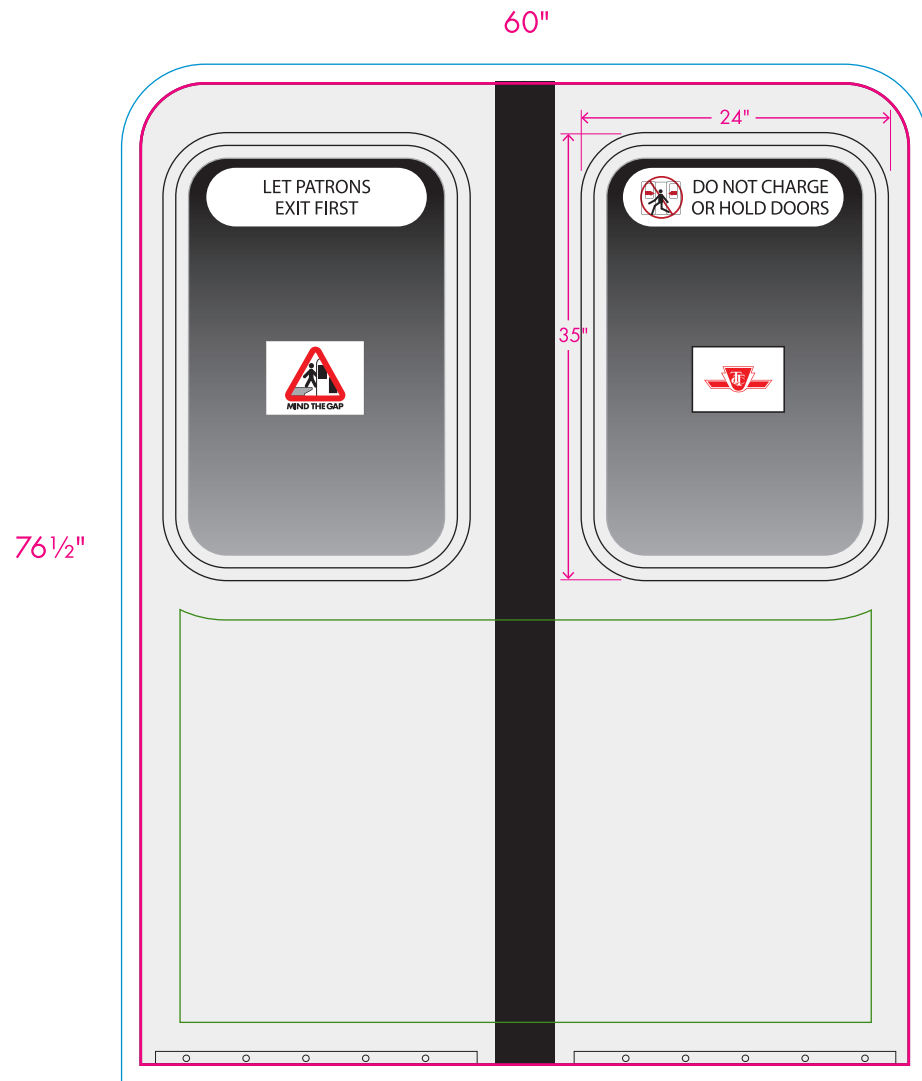
* No vinyl can cover the glass in areas marked with this symbol. This includes the tip in or slider portions of any window so marked. Window frames and moulding may be covered as well as the subway body surrounding the windows.

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VISIBLE OPENING/TRIM

LIVE COPY SAFETY

Appendix A - Exterior Vehicle Templates



Toronto Subway Car :: T1 Car Exterior Door Wrap

1:15 scale

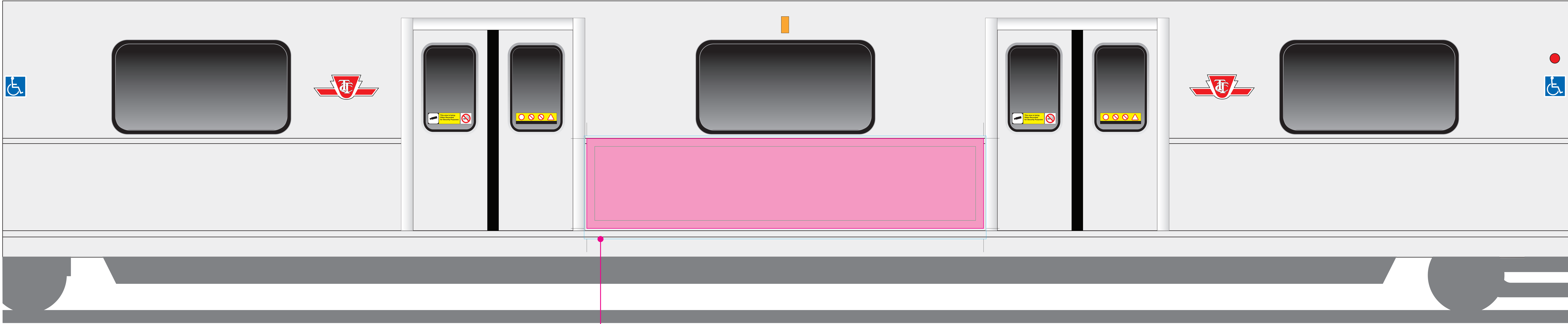
All doors on this type of subway car are identical.

Windows cannot be covered with advertising graphics.

BLEED

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Printer to supply 4" bleed at the bottom, actual finished material will be 150"W x 38"H.

Toronto Subway :: New Rocket (TR) Car
Subway King Vinyl : 150"W x 34"H
Finished Material Size:150"W x 38"H including 4" bottom bleed


1:10 scale

Both sides of this subway car are identical.

Windows, lights, TTC logo, blue Wheelchair symbol and unit numbers cannot be covered with advertising graphics.

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LIVE COPY SAFETY

Specification for Vehicle Decals

APPROVALS	DATE	 RAIL CARS AND SHOPS DEPARTMENT RAIL VEHICLE ENGINEERING
WRITTEN BY: Shawn Silva & Kevin Seto	Nov. 22/06	
CHECKED BY SUPERINTENDENT OF MAINTENANCE ENGINEERING: S.C.Lam	24/11/06	SPECIFICATION # 12761
APPROVED BY MANAGER: W.D.Brown	1/12/06	
REVISION CHECKED BY: A. McKay	Dec. 19/14	REVISION 8 DATE: December 19, 2014
REVISION 8 - CHANGES: 1) ADDED PRE-MASK NOTE MISSING FROM SECTION 5.1 (3M PRODUCT ONLY) AND 5.10. 2) DELETED SECTION 6 REMOVING REQUIREMENT FOR PRE-PRODUCTION SAMPLES. 3) UPDATED NAME OF DOCUMENT CONTROLLER "RAIL VEHICLE ENGINEERING" WAS "MAINTENANCE ENGINEERING". 4) REVISED DESCRIPTION OF APPLICABLE VEHICLES IN SECTIONS 1 AND 4. 5) REVISED BASE FILM COLOUR IN SECTIONS 5.1-5.9, WAS "AS PER TTC MAINTENANCE ENGINEERING VECTOR GRAPHICS FILE".		
DRAWINGS INCLUDED IN THIS SPECIFICATION: none		



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

1 - Specification

This specification shall be adhered to in the supply of interior and exterior vehicle decals for Toronto Transit Commission revenue and non-revenue vehicles.

2 - Deviation

The proponent shall draw attention in his proposal to any area where he is unable to comply with the specification. Any deviation from the specification shall require approval, in writing, by the Toronto Transit Commission, Rail Cars and Shops department, Rail Vehicle Engineering.

3 - Proponent's Knowledge

The proponent confirms that, before proposing, by his own investigations and from written information provided from the Commission's Engineer, he did obtain knowledge of the Commission's rail vehicles, the environmental conditions and operating procedures that relate to printed graphics and decals.

4 - General

This specification defines the basic materials, fabrication methods, quality requirements and application procedures for the supply of decals, with associated printed graphics and text, for revenue and non-revenue vehicles at the Toronto Transit Commission.

5 - Product Description

Decals and printed graphics that comply with this specification shall be comprised of the applicable graphic film listed with pressure-sensitive adhesive. Unless otherwise specified, all products shall have a split back to aid in the separation of the release liner. Decals over the size of 24" x 24" do not require a back slit unless otherwise specified. The split back of the release liner shall not affect the quality of appearance or longevity of the printed graphics.

- 5.1 - Permanent Graphics
- 5.2 - Semi-Permanent / Removable Graphics
- 5.3 - Temporary / Changeable Graphics
- 5.4 - Reflective Permanent Graphics
- 5.5 - Reflective Semi-Permanent / Removable Graphics
- 5.6 - Reflective Temporary / Removable Graphics
- 5.7 - Full Colour Imagery Graphic
- 5.8 - Double Sided Window Decal
- 5.9 - Perforated Window Decal
- 5.10 - Photoluminescent Graphics



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.1 - Permanent Graphics

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film: *3M Controltac Plus Series 180 Vinyl
- Base Film Thickness: 2 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Option 1

Ink: 9800UV
Clear Coat: 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

- Pre-masking: SCPM-44X
(Graphics under 1ft² do not require Pre-Masking)
- Warranty: 6 year minimum

Avery Dennison Product Line

- Base Film: *SC 900-108-0 PERM SF White
- Base Film Thickness: 2.1 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Ink: 3500 Series - Nazdar
Clear Coat: 3529 Nazdar or 3M 8518 Overlamine

- Pre-masking: R-Tape 4760 or American Biltrite 6882
(Graphics under 1ft² do not require Pre-Masking)
- Warranty: 6 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.2 - Semi-Permanent / Removable Graphics

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film: *3M Controltac Plus Series 160 Vinyl
- Base Film Thickness: 4 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Option 1:

Ink: 9800UV
Clear Coat: 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

- Pre-Masking: SCPM-44X (Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 5 year minimum.

Avery Dennison Product Line

- Base Film: *HP 700-106-0 PERM SF White or HP700-101 EZ White
- Base Film Thickness: 3.2 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Ink: 3500 Series - Nazdar
Clear Coat: 3529 - Nazdar or 3M 8518 Overlamine

- Pre-masking: R-Tape 4760 or American Biltrite 6882
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 5 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.3 - Temporary / Changeable Graphics

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film: *3M Controltac Series 3500C Vinyl
- Base Film Thickness: 4 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Option 1:

Ink: 9800UV
Clear Coat: 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

- Pre-masking: SCPM-44X
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 2 year minimum

Avery Dennison Product Line

- Base Film: *PC 500-101-0 SF White
- Base Film Thickness: 3.2 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Ink: 3500 Series - Nazdar
Clear Coat: 3529 - Nazdar or 3M 8518 Overlamine

- Pre-Masking: R-Tape 4760 or American Biltrite 6882
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 2 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.4 - Reflective Permanent Graphics

Graphics shall be printed using a screen printer.

3M product Line

- Base Film: *3M Scotchlite reflective Graphic Film Series 680
- Base Film Thickness: 7 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Option 1:

Ink: 9800UV
Clear Coat: 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

Option 3:

Ink: 2900 Solvent
Clear Coat: 2920DR Solvent

- Pre-Masking: SCPM-44X
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 5 year minimum

Avery Dennison Product Line

- Base Film: *HV 1200-101-R PERM SF
- Base Film Thickness: 7 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Ink: 3500 Series - Nazdar
Clear Coat: 3529 - Nazdar or 3M 8518 Overlamine

- Pre-Masking: R-Tape 4760 or American Biltrite 6882
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 7 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.5 - Reflective Semi-Permanent / Removable Graphics

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film: *3M Scotchlite Reflective Graphic Film Series 680CR
- Base Film Thickness: 7 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Option 1:

Ink: 9800UV
Clear Coat 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

Option 3:

Ink: 2900 Solvent
Clear Coat: 2920DR Solvent

- Pre-Masking: SCPM-44X
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 5 year minimum

Avery Dennison Product Line

- Base Film: *HV 1200-101-R EZ PERM SV
- Base Film Thickness: 8.3 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Ink: 3500 Series - Nazdar
Clear Coat: 3529 - Nazdar or 3M 8518 Overlamine

- Pre-Masking: R-Tape 4760 or American Bilrite 6882
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 4 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.6 - Reflective Temporary / Removable Graphics

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film: *3M Scotchlite Reflective Graphic Film Series 5100R
- Base Film Thickness: 7 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Option 1:

Ink: 9800UV
Clear Coat 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

Option 3:

Ink: 2900 Solvent
Clear Coat: 2920DR Solvent

- Pre-Masking: SCPM-44X
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 2 year minimum

Avery Dennison Product Line

- Base Film: *T1500 EG – White Reflective
- Base Film Thickness: 6 mil
- Base Film Colour: As per TTC Drawing.
- Ink System:

Ink: 3500 Series - Nazdar
Clear Coat: 3529 - Nazdar or 3M 8518 Overlamine

- Pre-Masking: R-Tape 4760 or American Biltrite 6882
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 2 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.7 - Full Colour Imagery Graphic

Graphics shall be printed using a 3M Electrostatic Digital Printer or equivalent.

3M Product Line

- Base Film: *3M Controltac Plus Series 8620ES
- Base Film Thickness: 2 mil
- Base Film Colour: As per TTC Drawing.
- Ink System
 - Ink: 3M Scotchprint Toner Series 8700/8800
 - Clear Coat: 3M Scotchcal Overlamine Series 8518/8519
- Pre-Masking: SCPM-44X
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 5 year minimum

Avery Dennison Product Line

- Base Film: *UC MPI 1005 Easy Apply
- Base Film Thickness: 2.1 mil
- Base Film Colour: As per TTC Drawing.
- Ink System
 - Ink: *Refer to Avery Dennison approved ink list*
 - Clear Coat: 3529 Nazdar or Neschen or Valspar or DOL 1000
- Pre-Masking: R-Tape 4760 or American Biltrite 6882
(Graphics under 1 ft² do not require Pre-Masking)
- Warranty: 5 year minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.8 - Double Sided Window Decal

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film:

First Layer

*3M Controltac Plus 180-114 Transparent, Clear Adhesive
▪ ***Reverse print image on first layer***

Second Layer

*3M Controltac Plus 180-10 White
▪ ***Positive print image on second layer***

- Base Film Thickness: 3-4 mil
- Base Film Colour: As per TTC Drawing.
- Block out: 2 layers 9800UV series white ink to second layer
- Ink System

Ink: 9800UV
Clear Coat: 9800CL or 8518 Overlamine - **Second Layer Only**

- Pre-masking: *Not Required*
- Warranty: 5 year minimum

Avery Product Line

- Base Film:

First Layer

*HP 700-103-0 PERM SF Transparent, Clear Adhesive
▪ ***Reverse print image on first layer***

Second Layer

*HP 700-101-0 PERM SF White, Clear Adhesive
▪ ***Positive print image on second layer***

- Base Film Thickness: 3.2 mil
- Base Film Colour: As per TTC Drawing.
- Block out: 2 layers 3500 Series white ink to second layer
- Ink System

Ink: 3500 Series - Nazdar
Clear Coat: 3529 - Nazdar or 3M 8518 Overlamine

- Pre-masking: *Not Required*
- Warranty: 5 year minimum

Prepared by Shawn Silva & Kevin Seto	Issue Date December 2006	Revision Date Dec 19, 2014	Reference PR #23917	File No.	Page 10 of 12
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SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.9 - Perforated Window Decal

Graphics shall be printed using a 3M Electrostatic Digital Printer or equivalent.

3M Product Line

- Base Film: *3M Perforated Window Graphic Film 8674-10 ES
- Base Film Thickness: 5 mil
- Base Film Colour: As per TTC Drawing.
- Over laminate: 3M Scotchcal Optically Clear Over Laminate 8914 (ES), ¼" overlap from image for edge sealing. (Pre assembly to be done by vendor.)
- Ink System
 - Ink: 3M Scotchprint Toner series 8700/8800 ES
 - Clear Coat: See Over Laminate
- Pre-Masking: *Not required*
- Warranty: 1 year minimum

Avery Dennison Product Line

- Base Film: *HP MPI 2528 50/50 (50% Open Area)
- Base Film Thickness: 7 mil
- Base Film Colour: As per TTC Drawing.
- Over laminate: DOL 1560 as Over Laminate, ¼" overlap from image for edge sealing. (Pre assembly to be done by vendor.)
- Ink System:
 - Ink: 3500 Series - Nazdar
 - Clear Coat: See Over Laminate
- Pre-Masking: *Not Required*
- Warranty: 1 year Outdoor / 3 year indoor - Minimum



SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

5.10 - Photoluminescent Graphics

Graphics shall be printed using a screen printer.

3M Product Line

- Base Film: *3M 7000PL
- Base Film Thickness: 9-11 mils
- Base Film Colour: Glossy appearance, light yellow green color
- Ink System:

Option 1

Ink: 9800UV
Clear Coat: 9800CL or 8518 Overlamine

Option 2:

Ink: 1900 Solvent
Clear Coat: 1920DR

- Pre-masking: SCPM-44X
(Graphics under 1ft² do not require Pre-Masking)
- Warranty: 6 year minimum (indoor)

*All graphic materials shall comply with ASTM E 662 and FMVSS 302 after full curing of the adhesive backing.

6 - Pre-Production Sample Requirements

Deleted

7 - Manufacturing Requirements

The proponent shall manufacture printed graphics and decals according to TTC drawings. The product must be manufactured using material and procedures described or referenced in this specification.

The printed graphics and decals must be packaged and shipped in such a manner so as to prevent damage or blemishes during shipment and handling.

8 - References

ASTM E 662 - 05 – Test Method for Specific Optical Density of Smoke Generated by Solid Materials
FMVSS 302 – Flammability of Interior Materials

Prepared by Shawn Silva & Kevin Seto	Issue Date December 2006	Revision Date Dec 19, 2014	Reference PR #23917	File No.	Page 12 of 12
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SPECIFICATION - RAIL VEHICLE ENGINEERING

TITLE
Specification for Vehicle Decals

Spec. No.
12761.08

3M Product Bulletin 180	Release K	February 2007
3M Product Bulletin 160	Release H	November 2006
3M Product Bulletin 3500C	Release G	December 2006
3M Product Bulletin 680	Release I	March 2007
3M Product Bulletin 680CR	Release K	March 2007
3M Product Bulletin 5100R	Release G	June 2006
3M Product Bulletin 8620	Release G	March 2005
3M Product Bulletin 8700	Release C	January 2000
3M Product Bulletin 8519/8520	Release D	January 2006
3M Product Bulletin 8674-10	Release F	November 2003
3M Product Bulletin 8914	Release D	April 2003
3M Product Bulletin 9800	Release D	August 2007
3M Product Bulletin 1900	Release L	August 2007
3M Product Bulletin 2900	Release A	August 2001
Avery Product Bulletin SC900	Revision New	12/17/2010
Nazdar Product Bulletin 3500	Revision 8	06/08/2009
R-Tape Bulletin 4760	Issue 01	09/18/00
American Biltrite Bulletin 6882	-	04 Feb 2008
Avery Product Bulletin HP 700 SF	Revision 1	10/26/11
Avery Product Bulletin PC 500-101	Revision New	02/10/2009
Avery Product Bulletin HV1200	Revision 4	09/25/2009
Avery Product Bulletin T1500	-	10/2003
Avery Product Bulletin UC MPI1005	Revision New	02/10/2009
Avery Product Bulletin HP MPI 2528	Revision 4	12/17/2010
Avery Product Bulletin DOL1000	Revision 6	11/07/05