



**TORONTO TRANSIT COMMISSION  
REQUEST FOR BIDS  
FOR**

**SUPPLY OF EE RATED OPERATOR UP BIN PICKER  
BID NO. P73SJ23614**

**CLOSING: AS SET OUT IN SUB-ITEM 1.3 OF  
SECTION 00 21 00**

**BID SUBMISSION TO:**

**TTC's Bonfire Public Portal**

**<https://ttc.bonfirehub.ca/projects/71677/details>**

October, 2023

Toronto Transit Commission

<u>ITEM NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
1	SPECIAL INSTRUCTIONS.....	1
2	DEFINITIONS AND INFORMATION .....	7
3	BID CLOSING.....	8
4	BID INQUIRIES.....	8
5	COMMUNICATION RESTRICTIONS .....	9
6	ADDENDA .....	10
7	INVESTIGATION BY THE BIDDER .....	11
8	TTC APPROVED EQUIVALENT .....	11
9	BID PRICING .....	12
10	LIST OF BIDDERS .....	12
11	FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT .....	12
12	EXECUTION AND SUBMISSION OF CONTRACT DOCUMENTS .....	12
13	WORK PERFORMANCE.....	13
14	PROHIBITION AGAINST GRATUITIES.....	13
15	INSURANCE REQUIREMENTS.....	13

**1 SPECIAL INSTRUCTIONS**

- 1.1 This Request for Bids (RFB) is issued by the Toronto Transit Commission (TTC).
- 1.2 Any subsequent Contract will be between the TTC and the successful Bidder.
- 1.3 **Closing:** Tuesday, November 7, 2023 by 1:59:59 p.m. (1 second before 2:00 p.m.) Toronto time through the use of TTC's Bonfire Public Portal (Bonfire) by uploading the submission at <https://ttc.bonfirehub.ca/projects/71677/details>
- 1.4 **Procurement and Contract Specialist:** Stephanie Song at Email: [Danping.Song@ttc.ca](mailto:Danping.Song@ttc.ca)
- 1.5 **Pre-Bid Meeting:**

The TTC will conduct a Pre-Bid meeting on Thursday, October 19, 2023 at 1:30 p.m. at Toronto Time for TTC to explain its evaluation process in general terms and to highlight common mistakes which have caused Bids to be judged non-compliant and/or unacceptable, also to try and clarify any questions the Bidders may have with respect to the contents of the Bid Documents.

Bidders can join the pre-bid meeting via Microsoft Teams at the link below:

[https://teams.microsoft.com/join/19%3ameeting\\_YmRIYjl1NjUtOTdlMi00NTRhLTgzYjQtNmJjZDZhYmRhODk2%40thread.v2/0?context=%7b%22Tid%22%3a%2212ce8821-d53a-407c-8212-10e93ff3eb81%22%2c%22Oid%22%3a%2281cd2cff-cc24-408d-bb08-560ee77b5119%22%7d](https://teams.microsoft.com/join/19%3ameeting_YmRIYjl1NjUtOTdlMi00NTRhLTgzYjQtNmJjZDZhYmRhODk2%40thread.v2/0?context=%7b%22Tid%22%3a%2212ce8821-d53a-407c-8212-10e93ff3eb81%22%2c%22Oid%22%3a%2281cd2cff-cc24-408d-bb08-560ee77b5119%22%7d)

Meeting ID: 244 878 631 456

Passcode: wenuT7

Audio of the pre-bid meeting can be accessed at the following:

Conference call number: +1 437-703-1516 Conference ID: 182 624 869#

**1.6 Minutes for Pre-Bid Meeting:**

The minutes of the Pre-Bid meeting will be available via Bonfire for all listed bidders.

**1.7 Submission Requirements:**

NOTE: Bidder's submission is to be on forms contained within this RFP document. The Bidder should not submit company brochures. Failure to adhere to these requirements may result in the Bidder's submission not being evaluated further.

Bidders should note the type and the number of files allowed for submission. The maximum upload file size is 1000MB. Uploading large documents may take significant time, depending on the file size and internet connection speed. It is strongly recommended that Bidders allow sufficient time before the submission deadline to upload documents and finalize their submissions. The documents should not be embed within the uploaded files, as they will not be accessible or evaluated.

Every effort has been made to be as inclusive as possible. Where specific requirements are defined it is because those are minimums that must be met in order to function safely or in accordance with TTC guidelines.

- 1.7.1 The Bidder shall complete the Bid Form, included as Section 00 41 00. In addition to the Bid Form, the Bidder is requested to submit the following information with its Bid and should adhere to the number of pages indicated for each Appendix as noted below and such information shall be structured and organized in accordance with the major categories as indicated below for ease of reference by the TTC.

**1.7.2 Pass/Fail Submission Requirements**

The Bidder shall complete and submit the Appendix A – Mandatory Technical Requirements. Failure to complete the Appendix A will deem the Bid non-compliant and will not be considered further.

**1.7.3 Pricing Information**

In accordance with sub-item 1.9 - BID EVALUATION AND ACCEPTANCE of Section 00 21 00, only the Pricing Information from the shortlisted Bidders following the evaluation of the pass/fail submission requirements will be considered.

The Bidder shall complete and submit the following with its Bid Form:

- .1 The completed “Price Schedule” attached as Appendix B to the Bid Form – Section 00 41 00.

The Bidder should complete and submit the following with its Bid Form:

- .2 “Optional and Alternative Pricing” attached as Appendix C to the Bid Form – Section 00 41 00

Unless specifically shown to the contrary, Bid unit prices shall be considered firm, in Canadian Funds, and must include any and all expenses that may be anticipated and incurred by the Bidder while providing the Work as specified in this RFB. No additional costs will be considered.

If the Bidder is not licensed to collect the applicable Harmonized Sales Tax, the Bidder must explicitly state this on Appendix E – Registration to Collect HST in Canada Declaration Form and the TTC will make an assessment of the taxes applicable and add the assessed amount to the Bidder's total evaluated 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 governmental agency.

The Bidder shall submit unit prices for all items listed for the configuration in the Price Schedule, based on the estimated quantities indicated therein.

Quantities of materials stated in the Price Schedule are estimates only and should not be interpreted as indicating a minimum or maximum quantity. 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.

The Bidder shall include in its Bid, extended prices based on the estimated quantities for items of Work shown in the Price Schedule. Such extended prices shall be the product of the unit prices multiplied by the estimated quantities. 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.

The unit prices shall be deemed to include all other duties applicable under relevant law; allowances, freight, and including fees for applicable Permits, approvals and notices, with the exception of Permits identified in the Specifications as being supplied by TTC, all costs and risks associated with or arising out of COVID-19 as more particularly set out in the Supplementary Condition entitled COVID-19 PANDEMIC COSTS.

For greater certainty, the Bidder shall be responsible for, and bear all risks of, at the Bidder's expense, all services, Products, equipment and any other expense required as a result of COVID-19 to perform the Work to mitigate risk to, or maintain, the health and safety of the Site, including, but not limited to, delays, coordination, productivity impacts, personal protective equipment, testing, site cleaning products and services, additional facilities required to maintain social/physical distancing requirements, and any other services, Products and equipment

required by any government, public authority or public health authority order, recommendation, direction, emergency regulation, Applicable Law, or that the Bidder, and/or TTC, deem necessary for the period from Notification of Award to Contract Completion.

**1.7.4 Joint Ventures (Complete Appendix D – Joint Ventures, if applicable)**

If a joint venture is proposed:

- .1 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 the TTC.
- .2 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.
- .3 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.

**1.7.5 Appendix E – Registration to Collect HST in Canada Declaration Form**

The Bidder shall complete and submit the Appendix E – Registration to Collect HST in Canada Declaration Form with its Bid Form.

**1.8 Rectification Period**

1.8.1 Bidders will be given an opportunity, during the Rectification Period, to rectify deficiencies in their submissions solely in order to fill any minor gaps identified in the mandatory Submission Requirements, subject to sub-item 1.8.2. The Rectification Period applicable to the Bidder will begin to run from the date and time that TTC issues its rectification notice to the Bidder. TTC reserves the right to determine, in its sole discretion, the means and process by which Bidders may submit items for the purposes of such rectification.

1.8.2 The following mandatory Submission Requirements are not subject to rectification:

- .1 Appendix B of Section 00 41 00 – Price Schedule;

In the case of pricing indicated in the above listed forms, any non-numerical mark entered in the mandatory pricing field, including “-”, “N/C”, or “N/A”, shall be deemed “0”. Where a zero (0) is entered or deemed, it shall be interpreted as the Bidder agreeing to provide the specified good or service to the TTC at no charge, or the cost of such good or service is included elsewhere in the Total Evaluated Bid Price.

Any blank left in a mandatory pricing field will result in the bid being deemed incomplete and subject to disqualification under the Bid Irregularities, in the sole discretion of TTC.

**1.9 Bid Evaluation and Acceptance**

1.9.1 A Bid may not be withdrawn after the Bid Closing, until expiration of the required Bid validity specified in item 9 - VALIDITY of Section 00 41 00.

1.9.2 Subject to sub-item 1.9.7 of the Instructions to Bidders – Section 00 21 00, the evaluation of Bid submissions shall be based on any or all of the following:

- .1 The information submitted by the Bidders as requested in sub-item 1.7 - SUBMISSION REQUIREMENTS of Section 00 21 00 and completeness thereof.
- .2 The Bidder's and each proposed Subcontractor's, performance rating with respect to previous TTC contracts (see item 13 - WORK PERFORMANCE of Section 00 21 00).
- .3 The Bidder's and each proposed Subcontractor's performance on current on-going work assignments with the TTC.
- .4 Compliance with all mandatory submission requirements, if applicable, including the requirements identified as pass/fail. If the Bidder fails on any of the mandatory submission requirements, their Bid shall be deemed to be not acceptable and will not be evaluated any further.
- .5 The TTC will review and evaluate the pass/fail submission requirements of all Bids received to establish a list of Bidders who are considered qualified for further evaluation.
- .6 Upon completion of the evaluation of the pass/fail submission requirements, only then will the "Pricing Information" be considered as a factor in the evaluation and selection process. The pricing will be opened only for those Bids considered qualified.
  - .1 The pricing information for each such Bid will then be evaluated to determine a Total Evaluated Bid Price as follows:

Prices shall be evaluated on the basis of the base unit prices identified in Section 00 41 00 Appendix B – Price Schedule, which include a base vehicle with respective estimated quantities. The unit prices shall be multiplied by the estimated annual quantities for each item. The extended amounts will be added to determine the Total Evaluated Bid Price, exclusive of taxes in accordance with item 9. The basis of award will be the lowest Total Evaluated Bid Price of all qualified Bids.
  - .2 The award of any contract shall be subject to satisfactory reference checks, if applicable and the absence of any actual or potential conflict of interest.
- .7 Items included in Appendix C – Option and Alternative Pricing will not be included in the evaluation. The TTC reserves the right to accept or not accept any option or alternative items from the recommended Bidder(s).
- .8 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 initialed 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 amount and the Total Evaluated Bid Price shall be corrected accordingly. Mathematical discrepancies will be corrected by the TTC by appropriate means to arrive at the correct Total Evaluated Bid 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 bid price shall be corrected accordingly.

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).

- 1.9.3 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](#). At its discretion the TTC reserves the sole right to clarify the Bid of a Bidder in order to satisfy itself as to the intent of the Bid.

- 1.9.4 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.
- 1.9.5 The TTC's right to accept or reject any Bid including the lowest total evaluated bid price, whether or not it complies with the Bid Documents, or to cancel this Request for Bid at any time prior to the Notification of Award, is expressly reserved without liability to the TTC. The Bidder shall bear all costs and expenses incurred by itself relating to any aspect of its participation in this Request for Bid, including but not limited to, the Bidder’s involvement in:
- the preparation, presentation and submission of its Bid;
  - attendance at a Pre-Bid Meeting or any other meeting with the TTC, if applicable;
  - due diligence and any information gathering processes.
- 1.9.6 The TTC is under no obligation to the Bidders to accept any Bid from Bidders that have an unsatisfactory “Contractor Performance Review” rating or which had contracts with the TTC which were terminated for default or from Bidders that have previously been given a “Notification of Award” of contract by the TTC and defaulted in proceeding with the work of the contract; or any Bidder that has submitted false or misleading disclosure of Lobbying; or non-disclosure of Lobbying by the Bidder. The TTC also is under no obligation to accept any Bid with whom an officer or director of that Bidder has been an officer or director of a company/consultant that has previously received an unsatisfactory performance rating, or has had a TTC contract that was terminated for default or has been given a “Notification of Award” of contract by the TTC and defaulted in proceeding with the work of the contract.
- 1.9.7 Bidders are strongly encouraged to provide all information requested in sub-item 1.7 - SUBMISSION REQUIREMENTS, of Section 00 21 00. Failure to provide the requested information could affect the overall rating of the Bid.
- 1.9.8 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.
- 1.9.9 The Bidder is advised that the TTC’s evaluation team for this RFB, may contain consultant staff members from outside consulting firms under contract to the TTC.
- 1.9.10 The Bidder understands and agrees that the TTC may, if deemed necessary, verify any information provided in the Bid. In addition to the references provided by the Bidder, the TTC reserves the right to use its own experiences with the Bidder in previous contracts to evaluate the Bidder’s performance.
- 1.9.11 If the Bidder is a joint venture, each joint venture participant shall provide a power of attorney, or similar document, signed by a legally authorized representative of the joint venture participant

stating that the Participant in Charge is authorized by the joint venture participant to incur liabilities and receive instructions for and on behalf of the joint venture participant.

**1.10 Award of Contract**

- 1.10.1 Subject to item 12, the successful Bidder will be awarded a Contract with a Contract Price based on the Total Evaluated Bid Price plus optional equipment to be exercised at time of award. It should also be noted that the appropriate amount of applicable taxes will be determined by the TTC and added to the Contract Price for any successful Bidders that are licensed to collect taxes in Canada. Thereafter, the successful Bidders will be authorized to proceed with the Work in Tasks, on an upset limit price basis or fixed price basis, as set out in a "Release", all in accordance with the Supplementary Condition entitled Authorization to Proceed.

**1.11 Additional Information Available to Bidders:** Not Applicable



## 2 DEFINITIONS AND INFORMATION

### 2.1 Additional Definitions

The following additional definitions shall apply to all Bid Documents and references to the singular throughout the Bid Documents shall be considered to include the plural and vice versa as the context requires.

All capitalized terms unless otherwise defined in these Instructions to Bidders shall have the meaning as set out in the General Conditions and/or Supplementary Conditions of the Bid Documents.

**“Addendum” or “Addenda”** means any documents as defined in item 6;

**“Bid Documents”** means the Instructions to Bidders, Bid Form and Appendices, General Conditions, Supplementary Conditions, Specifications, all Contract Drawings, any Addenda, and any other documents identified as being Additional Submission Requirements in sub-item 1.7;

**“Bonfire Public Portal”** means <https://ttc.bonfirehub.ca> a web based electronic tendering system.

**“Business Day”** means any day other than a Saturday, Sunday or public holiday observed by the City of Toronto and/or the Province of Ontario;

**“Closing”** means, subject to any amendment by way of Addendum, the closing date and time specified in sub-item 1.3;

**“Procurement and Contract Specialist”** means the person identified as such from time to time by the TTC;

**“Instructions”** means these Instructions to Bidders;

**“Rectification Period”** means the period of not less than two Business Days and not more than such number of Business Days permitted by TTC in its sole discretion during which a Bidder is permitted to rectify its submission to satisfy the mandatory Submission Requirements.

**“Request for Bids” or “RFB”** means the request for Bid solicitations to which the Bidder submitted a Bid;

**“Submission Requirements”** means the submission requirements set out in these Instructions, and in particular the requirements set out in sub-item 1.7;

### 2.2 Information from the TTC

.1 This RFB is available through TTC’s Bonfire Public Portal (<https://ttc.bonfirehub.ca/projects/71677/details>).

.2 It is the responsibility of the Bidder to carefully examine the Bid Documents, that it has received all issued communications from the TTC and to seek clarification from the Procurement and Contract Specialist 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 Procurement and Contract Specialist as shown in sub-item 1.4 or their designate.

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

.4 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.

- .6 The Bidder shall complete, execute and submit the Bid Form, including all required pricing information, together with the completed documents as listed in the item 1.7.
- .7 All such information shall be on, and in accordance with, forms supplied by the TTC. All responses are to be submitted to TTC through the use of TTC's Bonfire Public Portal at <https://ttc.bonfirehub.ca/projects/71677/details>.

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

Questions concerning submitting through Bonfire should be addressed to [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to the submission. Bidders can also visit the help forum at <https://bonfirehub.zendesk.com/hc>.

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.

- .8 Bids transmitted by facsimile or sent by any other electronic 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.
- .9 Prior to the Closing, a Bidder may:
  - .1 Withdraw its Bid by deleting its entire bid on Bonfire prior to the Closing; or
  - .2 Submit a revised Bid prior to the Closing in the same manner specified in Paragraph 2.2.
  - .3 Subject to Paragraph 2.2, a Bid may not be otherwise withdrawn or amended. No Bid may be withdrawn after Closing of the RFB.
  - .4 Any Bids submitted later than the Closing shall not be accepted by Bonfire.

### **3 BID CLOSING**

- 3.1 Within two Business Days following the Closing, the names of Bidders that submitted for this RFB will be published on Bonfire Public Portal.

### **4 BID INQUIRIES**

- 4.1 All inquiries or requests for information during the RFB and Bid evaluation stages until execution of Contract must be in writing, with the exception of questions raised during a pre-Bid meeting/Site tour, if applicable, and must be directed only to the Procurement and Contract Specialist as shown in sub-item 1.4. All inquiries or requests for information during the RFB must be sent via "https://ttc.bonfirehub.ca/projects/71677/details - Messages – Opportunity Q&A" only.

All communications between the Bidders and the TTC shall be in the English language and said communication shall include, but not be limited to, all documents, drawings and submissions requested under this RFB.

- 4.2 Questions and answers during the RFB period will be posted on Bonfire for information purposes.
- 4.3 This RFB shall only be amended by an Addendum, issued in accordance with these Instructions.

- 4.4 TTC shall attempt to respond to all requests for information received no less than five Business Days prior to the Closing. No assurances are given by TTC that responses will be made to inquiries received after that time.

## **5 COMMUNICATION RESTRICTIONS**

### **5.1 Prohibited Contacts and Lobbying Prohibition**

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.

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 sub-item 1.4 or their designate:

- (a) any employee or advisor to the TTC;
- (b) any member of the TTC;
- (c) any member of the City of Toronto Council.

If a Bidder or a Bidder's team member or any of their respective advisors, employees or representatives, in the opinion of the TTC, contravenes this item 5, the TTC may at its sole discretion disqualify the Bidder(s) from further consideration for award.

Anyone who "lobbies" (as defined in the City of Toronto Municipal Code, Chapter 140) or is expected to lobby a Member of the TTC (i.e. Commissioner), their 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 TTC is a "local board (restricted definition)". For further information please see City of Toronto Web site at [www.toronto.ca/lobbying](http://www.toronto.ca/lobbying).

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-item 5.1**

The individual named in sub-item 1.4 may, at his or her sole discretion, delegate any of his or her responsibilities as set out in this Bid Document. With the written approval from the individual named in sub-item 1.4 or their designate, the Bidder or any representative of the Bidder may have contact and may communicate with any individual as set out in 4.1(a) – (c) to the extent permitted in the written approval.

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

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.

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 item, 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.

For the purposes of greater clarity, this item 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 TTC may, in its sole discretion, amend or supplement the Bid Documents prior to the Closing by the issuance of an Addendum in accordance with this item. No statement, whether oral or written, made by 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 Addendum in accordance with this item.

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 RFP.

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.

- .1 Revisions for modified or added text are indicated by the use of bold italicized attributes.
- .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.
- .3 Revisions for deleting the text of an entire Article or an entire Part, Paragraph and/or Subparagraph are indicated by inserting the bracketed word "(Deleted)" in bold italicized attributes adjacent to the Article, Paragraph and/or Subparagraph number or at the beginning of the deleted Article, Paragraph and/or Subparagraph.
- .4 Deleted words in a sentence are indicated by highlighting the entire revised sentence in bold italicized attributes.
- .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 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.
- .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.

- .8 A newly added Appendix will be marked by the word “NEW” in the centre of the top of each page.
- .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.
- .10 A deleted Appendix will be marked by the bracketed word “(DELETED)” in bold italicized attributes as a watermark diagonally across every page.

## **7 INVESTIGATION BY THE BIDDER**

- 7.1 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. This duty extends to all Specifications, maps, plans and data referred to in the Bid Documents.
- 7.2 Should the Bidder find discrepancies in, or omissions from, the Drawings, Specifications, or other RFB documents, or should be in doubt as to their meaning, the Bidder shall notify the named Procurement and Contract Specialist immediately in writing, in accordance with item 1.4.
- 7.3 If applicable, the Bidder shall be responsible for examining the Site, the premises adjacent thereto and the access to the Site. Bidders are responsible for all:
  - .1 Patent defects or other conditions of the Site;
  - .2 Latent defects or other conditions that would have been discovered by a reasonable and prudent Contractor through the exercise of due diligence in the course of preparing a Bid; and
  - .3 Latent defects or other conditions expressly disclosed, or reasonably identifiable from the information that is disclosed.
- 7.4 No changes to the Work or extensions to milestone dates shall be granted where delay or additional costs results from a failure to exercise due diligence as provided in item 7.1.
- 7.5 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, the facilities for delivering, placing and operating the necessary machinery and equipment and for delivering and handling Products and equipment at the Site.
- 7.6 The Bidder shall be responsible for informing itself as to the conditions which may prevail at the juncture of the Contract with all adjacent Contracts that are identified as adjacent Works in the Bid Documents.
- 7.7 Subject to O. Reg. 213/91 under the Occupational Health and Safety Act, where the Contract is awarded to the Bidder, it shall be a term of the Contract that the Bidder shall provide reasonable accommodation to Other Contractors to TTC who are performing work under adjacent contracts, including any adjacent contracts entered into following the award of the Contract to which this Section relates.

## **8 TTC APPROVED EQUIVALENT**

- 8.1 All bids must conform to the Specifications herein, however, substitutions of products may be considered during Pre-Bid period for TTC review provided that:
  - Complete Product information is submitted for the TTC review and approval.
  - All data relating to changes in the Contract Schedule, if any, and relating to other Work have been submitted.

- The same warranty or greater is given for the substitution as for the original Product specified.

8.2 All bids must conform to the Specifications herein, however, substitutions to methods or processes described in the Specifications or Contract Drawings may be proposed for TTC review provided that:

- Allow a minimum of fourteen (14) Days for TTC to review the substitution request following the receipt of the information required. Bidder will be solely responsible for delays arising as a result of the review by TTC of any request for substitution.

8.3 TTC may reject any request for substitution at any time in the process if, in the opinion of TTC, the proposed substitution may:

- Require substantial revision to the Specifications and/or Contract Drawings.
- Not offer any benefit to TTC.

## **9 BID PRICING**

9.1 The Total Evaluated Bid Price shall be considered firm, in Canadian funds, and inclusive of all applicable duties, brokerage charges, Insurance, freight FOB: DDP (TTC Site), and all other costs, and fees for applicable permits, approvals and notices, and all other costs excluding applicable taxes.

9.2 Unless specifically shown to the contrary, the Total Evaluated Bid Price shall be deemed to be inclusive of all customs duties either in force or announced prior to the Bid closing, even if the effective date is subsequent to the Bid closing.

9.3 If the bidder is not licensed to collect the applicable Harmonized Sales Tax (HST) it must explicitly identify this on the Bid Form. The TTC will make an assessment of the applicable taxes and add the assessed amount to the Bidder's Total Evaluated Bid Price for Contract award purposes. The appropriate amount of applicable taxes will be determined and remitted by the TTC to the appropriate governmental agency for Bidders that are not licenced to collect taxes in Canada.

## **10 LIST OF BIDDERS**

10.1 A list of Bidders who have been issued Bid Documents is updated during the Bid period and is available on Bonfire.

## **11 FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT**

11.1 A Bid submitted to TTC and all other correspondence, documents and information provided to the TTC by any Bidder in connection with, or arising out of this RFB, once reviewed by the TTC, shall become a record of the TTC and shall become subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be released, pursuant to that Act or as otherwise required at law.

11.2 A Bidder's name and price may, at the sole discretion of the TTC, be made public.

11.3 Bidders may identify in their Bid any information that they consider to be scientific, technical, commercial, proprietary or similar confidential information. Should a Bidder identify information in accordance with this sub-item 11.3, such identification shall not be determinative and the Bidder acknowledges that such identification is subject to the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

## **12 EXECUTION AND SUBMISSION OF CONTRACT DOCUMENTS**

12.1 If its Bid is accepted by the TTC, the successful Bidder shall sign and return the Purchase Order Acknowledgement.

**13 WORK PERFORMANCE**

- 13.1 The Commission reserves the right to reject any Bid submitted by a company with an unsatisfactory performance rating. The Commission also reserves the right to restrict a company with whom an officer or director of that company has, in the past, been associated, in any way, with a company that has previously received an unsatisfactory performance rating from submitting a Bid on any Commission contract and to reject any Bid that the company may submit.

**14 PROHIBITION AGAINST GRATUITIES**

- 14.1 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 Commissioner of the Toronto Transit Commission, or any officer or employee of the Toronto Transit Commission 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.
- 14.2 If the TTC determines that sub-item 14.1 has been breached by or with respect to a Bidder, the TTC may exclude its Bid from consideration, or if a contract has already been entered into, may terminate it without incurring any liability.

**15 INSURANCE REQUIREMENTS**

- 15.1 The successful Bidder shall be required to comply with the requirements as specified in the Supplementary Condition entitled INSURANCE REQUIREMENTS, Section 00 73 00 and provide the evidence of insurance as specified in the Supplementary Condition entitled EVIDENCE OF INSURANCE, Section 00 73 00.

**END OF SECTION**





<b><u>ITEM NO.</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NO.</u></b>
1	DECLARATION .....	1
2	OFFER .....	1
3	STATEMENT OF COMPLIANCE .....	1
4	INSURANCE REQUIREMENTS .....	1
5	TERMS OF PAYMENT .....	2
6	AUTHORIZATION AND CONSENT .....	2
7	ADDENDA .....	2
8	SUBMISSION REQUIREMENTS .....	2
9	VALIDITY .....	2
10	SIGNATURE .....	2

**APPENDICES**

**APPENDIX A – MANDATORY TECHNICAL REQUIREMENTS**

**APPENDIX B – PRICE SCHEDULE**

**APPENDIX C – OPTIONAL AND ALTERNATIVE PRICING**

**APPENDIX D - JOINT VENTURES**

**APPENDIX E - REGISTRATION TO COLLECT HST IN CANADA DECLARATION FORM**

**TITLE:** Supply of EE Rated Operator Up Bin Picker

**BID NO.:** P73SJ23614

**TO:** Toronto Transit Commission

**1 DECLARATION**

I/We, \_\_\_\_\_

(Legal Corporate Name of Bidder)

having an office at \_\_\_\_\_

(Office Address)

\_\_\_\_\_  
(Telephone No. Including Area Code) (Bidder's 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 the Toronto Transit Commission, or any officer or employee of the City of Toronto or of the Toronto Transit Commission 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 item 5 – COMMUNICATION RESTRICTIONS of Section 00 21 00.

**2 OFFER**

- .1 We do hereby tender and offer to supply and perform the Work as specified within the Bid Documents, at and for the Total Evaluated Bid Price in Canadian funds, as detailed in Appendix B – Price Schedule and Appendix C – Optional and Alternative Pricing.

**3 STATEMENT OF COMPLIANCE**

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

**4 INSURANCE REQUIREMENTS**

- 4.1 We hereby acknowledge and agree that should our Bid be accepted by the TTC, we shall:
  - .1 Submit the documentation specified the Supplementary Condition entitled EVIDENCE OF INSURANCE, Section 00 73 00 – Supplementary Conditions, in a form acceptable to the TTC; and

- .2 Be responsible for any delay to the schedule resulting from our failure to provide acceptable documentation within the time specified; and
- .3 Meet or exceed the liability limits required and comply with all other conditions specified in the Supplementary Condition entitled INSURANCE REQUIREMENTS, Section 00 73 00 – Supplementary Conditions.

**5 TERMS OF PAYMENT**

- 5.1 We agree that the Total Evaluated Bid Price is based upon the payment terms as stated in the Supplementary Condition entitled TERMS OF PAYMENT, Section 00 73 00.

**6 AUTHORIZATION AND CONSENT**

- 6.1 We agree and consent to the 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.

**7 ADDENDA**

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

**8 SUBMISSION REQUIREMENTS**

- 8.1 We confirm that in accordance with item 1.7 – SUBMISSION REQUIREMENTS of Section 00 21 00 attached to this Bid Form are all the requested Bid submission requirements and form part of our Bid.

**9 VALIDITY**

- 9.1 We agree that this Bid is valid for acceptance for a period of sixty (60) calendar days from the date of closing of Bids and that the TTC may at any time within the said period accept this Bid whether or not any other Bid has been previously accepted.

(OR)

Alternative Validity Date: We agree that this Bid is valid for acceptance up to and including \_\_\_\_\_ and that the TTC may at any time within the said period accept this Bid whether or not any other Bid has been previously accepted.

**10 SIGNATURE**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Per: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

I/We have authority to bind the Corporation.

END OF SECTION

SECTION 00 41 00 - APPENDIX A – Mandatory Technical Requirements

(Note: Information requested in sub-item 1.7.2 - Section 00 21 00 shall be summarized on this Appendix.)

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

The Bidder shall complete and submit Appendix A. Failure to complete Appendix A will deem the Bid non-compliant and will not be considered further.

1. Pass/Fail Technical Requirements

The Bidder shall complete by putting a checkmark in the box (v).

☐ By checking this box, the Bidder acknowledges and agrees that the Bidder has read and understands, and confirms meeting the requirements in Specification PB 2213.

2. Technical Requirements

2.1 The Bidder shall complete Chart 1 - Configuration by completing columns 2 to 5 (Make, Model and Year and Estimated Lead-Time) listed below.

	Make	Model	Year	Estimated Lead-Time from Notification of Award (in Weeks)
EE Rated Operator Up Bin Picker				

Chart 1 – Configuration

END OF SECTION

**Notes:**

1. The Work shall be performed in accordance with the Contract Documents at the unit prices stated herein. The estimated quantities are provided for evaluation of the bids only, and billing will be based on the actual quantities at the unit price submitted. The TTC reserves the right to correct mathematical errors, inconsistencies or ambiguities in accordance with item 1.9 of Section 00 21 00 - Instructions to Bidders.
2. The Bidder must explicitly state on the Section 00 41 00 - Appendix E - Registration to Collect HST in Canada Declaration Form whether or not it is registered to collect the applicable Harmonized Sales Tax (HST). The TTC will make an assessment of the applicable taxes and add the assessed amount to the Bidder's Total Evaluated Bid Price for Contract award purposes. The appropriate amount of applicable taxes will be determined and remitted by the Commission to the appropriate governmental agency for Bidders that are not licenced to collect taxes in Canada.
3. In accordance with SC8 - Delivery and Shipping Instructions, the Contractor is responsible for customs clearance of any tools, materials, equipment or spare parts imported into Canada by it for use in performing the Work under the Contract. The Contractor is responsible for any customs duties, excise taxes and the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, assessed by the customs officials and payable to the Canada Border Services Agency.

Item No.	Description	Unit Price	Estimated Quantity	Extended Bid Price
Note: Bid Unit Price for EE Rated Operator Up Bin Picker shall be inclusive of Air Conditioning Tax, Fuel Conservation Tax, levies, duties, surcharges, freight FOB Site and applicable manuals and all other costs.				
<b>1</b>	<b>Supply of EE Rated Operator Up Bin Picker</b>			
1.1	Supply of EE Rated Operator Up Bin Picker in accordance with the attached Specification PB 2213		1	\$ -
<b>Sub- Total (HST EXCL.)</b>				<b>\$ -</b>
<b>HST (13%)</b>				<b>\$ -</b>
<b>Total Evaluated Bid Price (HST INCL.)</b>				<b>\$ -</b>

**NOTES:**

1) The Work shall be performed in accordance with the Contract Documents at the unit prices stated herein. The Commission will make an assessment of the applicable taxes and add the assessed amount to the Bidder's unit prices for Contract award purposes. The appropriate amount of applicable taxes will be determined and remitted by the Commission to the appropriate governmental agency for Bidders that are not licenced to collect taxes in Canada.

2) In accordance with SC8, the Contractor is responsible for customs clearance of any tools, materials, equipment or spare parts imported into Canada by it for use in performing the Work under the Contract. The Contractor is responsible for any customs duties, excise taxes and the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, assessed by the customs officials and payable to the Canada Border Services Agency.

3) Non-Mandatory Options do not affect the bid evaluation, and will not result in a non-compliant bid if not provided. The optional parameters described can be bid on at the bidder's discretion.

**1.1 OPTION A - ADDITIONAL UNITS**

**1.1.1 Supply of EE Rated Operator Up Bin Picker**

Note: Bid Unit Price for Supply of EE Rated Operator Up Bin Picker shall be inclusive of Air Conditioning Tax, Fuel Conservation Tax, levies, duties, surcharges, freight FOB Site and applicable manuals and all other costs.

Description	Proposed Model, Make, Year	Unit Price (HST excluded)
Supply of EE Rated Operator Up Bin Picker in accordance with the attached Specifications PB-2213.		

**2.1 OPTIONS FOR ALL TYPES OF VEHICLES**

OPTION	Specificaion PB 2213 Sections	Specification Detail	Description	Unit Price (HST excluded)
B	7.5	Install TTC Specific Decal Package		
C	8.7.5	Wire Guidance		
D	8.20.2	Retractable Operator Tether		
E	8.22	Additional Accessories		
F	8.23	Circle Check Computer		
G	9.10	Maintenance Package		
H	10.12	Extended Warranty (Additional 2 years)		

**3.1 LIST OF RECOMMENDED OPTIONAL OR ALTERNATIVE FEATURES**

☐ No Options or Alternatives offered.

or

☐ We offer the following and attach all pertinent information with the +/- COST DIFFERENCE TO BASE TOTAL BID PRICE STATED IN 00 41 00 Appendix B – PRICE SCHEDULE.

Description	Base (Net +/- cost difference, HST excluded)

**SECTION 00 41 00 - APPENDIX D – JOINT VENTURES (if applicable)**

*(Note: Information requested in sub-item 1.7.4 - Section 00 21 00 shall be summarized on this Appendix.)*

**Company Name:** \_\_\_\_\_  
**Bid No.:** P73SJ23614  
**Title:** Supply of EE Rated Operator Up Bin Picker

<b>NAMES OF COMPANIES FORMING JOINT VENTURE</b>	
<b>NAME OF JOINT VENTURE (if applicable)</b>	
<b>NAME OF PARTICIPANT IN CHARGE</b>	

**ATTACH AUTHORIZATION OR SIMILAR DOCUMENTATION AS DETAILED IN SUB-ITEM 1.7.4.2 - SECTION 00 21 00**

END OF SECTION

**SECTION 00 41 00 – APPENDIX E**

**REGISTRATION TO COLLECT HST IN CANADA DECLARATION FORM (IF APPLICABLE)**

(Note: Information requested in sub-item 1.7.5 - Section 00 21 00 shall be summarized on this Appendix.)

**COMPANY NAME:** \_\_\_\_\_

**BID NO.**                    **P73SJ23614**

**TITLE:**                    **SUPPLY OF EE RATED OPERATOR UP BIN PICKER**

The Bidder must confirm and declare if they are Registered to Collect Harmonized Sales Tax (HST) in Canada by checking “YES” or “NO” in the table below:

THE BIDDER ACKNOWLEDGMENT	INDICATE WITH A CHECKMARK YES OR NO BELOW.	
	YES	NO
The Bidder confirms and declares that it is Registered to Collect Harmonized Sales Tax (HST) in Canada	<input type="checkbox"/>	<input type="checkbox"/>



<u>ITEM NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
GC1	DEFINITIONS .....	1
GC2	LANGUAGE OF THE CONTRACT .....	4
GC3	INTENT OF THE CONTRACT.....	4
GC4	LAWS TO BE OBSERVED .....	5
GC5	TAXES AND DUTIES .....	5
GC6	PERMITS AND THIRD PARTY INSPECTIONS AND APPROVALS .....	5
GC7	PROPRIETARY RIGHTS .....	6
GC8	AUTHORITY OF TTC .....	7
GC9	INSPECTION OF THE WORK BY TTC OR THIRD PARTIES .....	7
GC10	SUSPENSION OR TERMINATION OF THE WORK .....	8
GC11	DEFAULT BY THE CONTRACTOR .....	8
GC12	DELAY BY THE TTC.....	9
GC13	TERMINATION FOR DEFAULT.....	10
GC14	CONTRACTOR'S RESPONSIBILITIES.....	11
GC15	FORCE MAJEURE.....	11
GC16	ADVERTISING AND PUBLIC RELATIONS .....	12
GC17	CHANGES IN THE WORK.....	12
GC18	VALUATION OF CHANGES IN THE WORK.....	12
GC19	SETTLEMENT OF DISPUTES .....	13
GC20	TERMINATION FOR CONVENIENCE .....	13
GC21	RECORDS AND AUDIT .....	14
GC22	SEVERABILITY .....	14
GC23	PROHIBITION AGAINST GRATUITIES .....	14
GC24	RESTRICTIONS FROM BIDDING, EVALUATIONS OR AWARD OF CONTRACTS .....	14

<u>ITEM NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
GC25	ERRORS, OMISSIONS, DISCREPANCIES OR REQUEST FOR INFORMATION .....	15
GC26	APPLICABLE POLICIES .....	15
GC27	SUBLETTING OF THE CONTRACT.....	16
GC28	CONFIDENTIAL INFORMATION.....	16
GC29	INVOICING AND CORRESPONDENCE.....	16
GC30	OTHER PARTICIPANTS.....	17
GC31	CLAIMS AND CONTINUANCE OF THE WORK .....	17

#### APPENDICES

##### Schedule A - Non-Disclosure Agreement



**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 Province of Ontario or City of Toronto or an Agency, Board, Commission or Corporation of the Province or the City. Each ABCC has its own relationship with the Province or City and administers important services to the residents of the Province or the City.
  - 1.1.2 "Accessibility for Ontarians with Disabilities Act" means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended from time to time.
  - 1.1.3 "Affiliate" shall have the meaning set out in the Business Corporations Act, as that term is defined herein.
  - 1.1.4 "Applicable Laws" shall mean the meaning as given in GC4.1.
  - 1.1.5 "Bid" shall mean the written offer of a Bidder to perform the Work, as amended by the terms and conditions of the Purchase Order.
  - 1.1.6 "Bidder" shall mean the party submitting a Bid for the Work.
  - 1.1.7 "Business Corporations Act" shall mean the Canada Business Corporations Act R.S.C. 1985, c. C-44, as amended.
  - 1.1.8 "Business Day" shall mean any day that TTC Head Office, located at 1900 Yonge St., Toronto, ON M4S 1Z2, is open for business, which excludes Saturday, Sunday, Civic Holiday, Family Day (as defined in the Employment Standards Act, 2000, S.O. 2000, c.41, as amended from time to time), and any statutory holiday in the Province of Ontario.
  - 1.1.9 "Claims" shall mean any and all actual, threatened or potential claims, demands, proceedings, complaints, grievances, actions, adjudications, litigation, applications, suits, causes of action, orders, charges, arbitrations or other similar process, of whatsoever kind or nature (whether civil, administrative, regulatory, arbitral or otherwise), and Losses in respect of the foregoing matters
  - 1.1.10 "Claim Notice" means a notice in writing by the Contractor, made in accordance with GC31.
  - 1.1.11 "Contract" shall mean the undertaking by the TTC and the Contractor to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents.
  - 1.1.12 "Contract Amendment" shall mean a written instruction for an agreed final amount, issued by the TTC, to the Contractor for additions, deletions or other revisions to the Work as specified in the Contract Documents.
  - 1.1.13 "Contract Completion" shall mean when the entire Work, except those items arising from the provisions of the Supplementary Condition entitled WARRANTY, has been performed to the requirements of the Contract Documents and is so certified by the TTC's Representative on the date set out by TTC in a letter issued by TTC deeming "Contract Completion".
  - 1.1.14 "Contract Documents" shall mean the Contract Amendments, Purchase Order, Addenda, Supplementary Conditions, General Conditions, Specifications, Contract Drawings, Information Available To Bidders and the Contractor's Bid.

- 1.1.15 "Contract Drawings" or "Drawings" shall mean the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams and the shop drawings and other drawings submitted by the Contractor and reviewed and accepted by the TTC's Representative.
- 1.1.16 "Contract Price" shall mean the price stipulated in the Purchase Order, and unless otherwise stated, as may be adjusted in accordance with the terms of a Contract Amendment.
- 1.1.17 "Contract Schedule" shall mean the most recent schedule indicating the timing of major activities of the Work submitted by the Contractor and approved in writing by the TTC's Representative.
- 1.1.18 "Contractor" shall mean the person or entity named in the Purchase Order as "Contractor", including its successors and/or assignees. The Contractor includes the Contractor's authorized representative as designated to TTC, in writing, from time to time.
- 1.1.19 "COVID-19" shall mean the novel coronavirus outbreak, classified as a pandemic by the World Health Organization on March 11, 2020.
- 1.1.20 "Day" shall mean a calendar day.
- 1.1.21 "Event of Default" has the meaning as set out in GC11.
- 1.1.22 "Force Majeure Event" shall mean acts of God, public enemies, acts of governments or foreign states, epidemics, quarantine restrictions, fires or floods that were not caused or contributed to by any act, fault or omissions of the Contractor, strikes, lockouts or organizations of workers, embargoes by transportation companies or public authorities, riots, insurrections, wars, pestilence, lightning, earthquakes, cyclones, issuance of a direction or stop work order related to all or a portion of the Work by a court of competent jurisdiction or other public authority provided that such order was not issued as a result of any act, fault or omission of the Contractor, or other causes which TTC determines in its sole discretion to be wholly beyond the control of the parties but precipitation, cold or hot weather, unseasonable or otherwise, shall not mean a force majeure event.
- 1.1.23 "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.
- 1.1.24 "Integrated Accessibility Standards" means O. Reg. 191/11 Integrated Accessibility Standards under the Accessibility for Ontarians with Disabilities Act, as amended from time to time.
- 1.1.25 "Limitations Trigger Date" shall mean, the earlier of:
  - 1.1.25.1 the date of Notice of Termination;
  - 1.1.25.2 the date of Contract Completion.
- 1.1.26 "Losses" shall mean any and all losses, debts, expenses, liabilities, damages, obligations, payments, fines and costs.
- 1.1.27 "Milestone" shall mean any event, date or time specified in the Contract by which the Work, or a certain portion or scope of the Work, shall be commenced and/or completed.
- 1.1.28 "Notice of Suspension" has the meaning as set out in GC10.

- 1.1.29 "Notice to Proceed" or "Pre-Production Notice" shall mean written notification by the TTC authorizing the Contractor to proceed with performing the Work as agreed. For greater clarity a written notification can be an email or a Work Order Release as applicable.
- 1.1.30 "Notice of Termination" shall mean written notice of termination of the Contract by TTC in accordance with GC13.1.
- 1.1.31 "Notice of Termination for Convenience" has the meaning as set out in GC20.1.
- 1.1.32 "Notification of Award" shall mean the Purchase Order provided to the Contractor by TTC.
- 1.1.33 "Parent Company" shall mean a company that controls the Contractor if the Contractor is a subsidiary body corporate, as defined by the Business Corporations Act.
- 1.1.34 "Permits, Licences and Approvals" shall mean all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations to be obtained by the Contractor in accordance with this Contract and as required by Applicable Laws, and the Contractor shall pay for any associated fees.
- 1.1.35 "Products" shall mean materials, machinery, equipment and/or fixtures forming the Work.
- 1.1.36 "Purchase Order" or "P.O." shall mean the document issued by TTC, confirming the award of the Contract to the Contractor upon the terms and conditions as stated in the Contract Documents.
- 1.1.37 "RFB" shall mean the request for bids documents to which the Bidder submitted a Bid to perform the Work. For greater certainty the "Closing" or "Closing date" of the RFB shall be the date and time deadline indicated in the RFB, as amended, by which Bids must be submitted.
- 1.1.38 "Site" shall mean the land or actual place or location designated by TTC to which the Work is delivered to.
- 1.1.39 "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.
- 1.1.40 "Subcontractor" shall mean the individual, firm, partnership, or corporation having a direct contract with the Contractor to perform a part or parts of the Work including the supply of Products worked to a special design according to the Contract Documents.
- 1.1.41 "TTC" shall mean the Toronto Transit Commission continued pursuant to the City of Toronto Act, 2006, S.O. 2006, c. 11, Sched. A, as amended, and includes TTC's authorized representative as designated to the Contractor, in writing, from time to time, its employees, agents, Commissioners, construction management consultants, administrators, officers, or representatives.
- 1.1.42 "TTC 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.
- 1.1.43 "Warranty Requirements" shall have the meaning as set out in SC9.
- 1.1.44 "Work" or "Works" shall mean the design, manufacture, fabrication, supply and/or related services, required by the Contract.

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

**GC2 LANGUAGE OF THE CONTRACT**

- 2.1 Communications between the Contractor 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.

**GC3 INTENT OF THE CONTRACT**

- 3.1 The intent of the Contract is for the Contractor 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.
- 3.2 The Contractor shall perform the Work stipulated in the Contract Documents, and shall furnish, unless otherwise provided in the Contract, everything necessary for the proper performance and completion of the Work.
- 3.3 The Contractor 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. Notwithstanding the foregoing, the Contractor acknowledges and agrees that TTC may assign the Contract, or any portion thereof, without the consent of the Contractor.
- 3.4 Nothing contained in the Contract Documents shall imply or create any contractual relationship between any Subcontractor and the TTC.
- 3.5 The Contractor 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 Contractor's sole recourse with respect to the subject matter of this Contract shall be the TTC.
- 3.6 Any technical term used in this Contract that is not defined in this Contract will have the generally accepted industry or technical meaning given to such term.
- 3.7 Save and except for as provided in the Supplementary Condition entitled Contract Documents, the division of this Contract into Conditions, Divisions, Sections, subsections, clauses, sub clauses, paragraphs, subparagraphs, parts and articles and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.
- 3.8 In this Contract, words in the singular include the plural and vice versa and words in one gender include all genders. "Including" means "including without limitation" and is not to be construed as limiting any general statement which it follows to the specific or similar items or matters immediately following it.
- 3.9 The Contract, including all Contract Documents, constitutes the entire agreement between the Contractor and TTC pertaining to the Work.
- 3.10 Any reference in the Contract to any statute or Act, shall be deemed to include any Regulations made thereunder.
- 3.11 Severability:
- 3.11.1 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.
- 3.11.2 Except as expressly provided herein, the Contract shall not be altered or changed in

any way except in writing by TTC.

#### **GC4 LAWS TO BE OBSERVED**

- 4.1 In the performance of the Work, the Contractor 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").
- 4.2 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.
- 4.3 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 Contractor to interpret or enforce the Contract shall be commenced in the Courts of Ontario and not elsewhere.

#### **GC5 TAXES AND DUTIES**

- 5.1 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).
- 5.2 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 Contractor shall supply at no cost to the TTC, sufficient documentation to permit a determination of the resulting change.
- 5.3 Where an exemption or recovery of government sales tax, custom duties or excise taxes is applicable to the Contract, the Contractor shall provide the TTC within 14 Days 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.
- 5.4 Where the Contractor clearly indicated in its Bid that it was not registered to collect applicable Canadian taxes, then the appropriate amount of taxes applicable will be determined and remitted directly by the TTC to the appropriate governmental agency.
- 5.5 The Contractor shall co-operate fully with TTC in order that TTC may obtain any rebates to which it may be entitled under the Customs Act, R.S.C., 1985, c. 1 (2nd Supp.), as amended, the Excise Tax Act, R.S.C., 1985, c. E-15, as amended, and the Retail Sales Tax Act, R.S.O. 1990, c. R.31, as amended.

#### **GC6 PERMITS AND THIRD PARTY INSPECTIONS AND APPROVALS**

- 6.1 The Contractor 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.
- 6.2 In the performance of the Contract, the Contractor shall observe, abide by and comply with all permissions, consents, Approvals, certificates, permits, licences, agreements and authorizations which may be obtained by TTC and as required by Applicable Laws.
- 6.3 If the Work is designated for special tests, inspection or approvals in the Contract Documents or by TTC's instructions or by Applicable Laws, TTC shall not be responsible or liable, in any way, for the actions, delays, or lack or omission to act of any inspectors, inspections, tests or approvals that may be required, including in obtaining any approval that is provided or required by an



inspector or inspection. The Contractor shall not be entitled to any adjustments in Contract Price or Contract Time or Milestone(s) arising or resulting from any action, delays, or omission to act, in relation to an inspector, inspection, test or approval.

**GC7 PROPRIETARY RIGHTS**

- 7.1 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 Contractor under the Contract, the Contractor 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.
- 7.2 The Contractor shall pay royalties and patent fees required for the performance of the Contract.
- 7.3 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.
- 7.4 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:
  - 7.4.1 Manuals or instructional materials prepared for installation, operating, maintenance or training purposes;
  - 7.4.2 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;
  - 7.4.3 Other technical data which has been or is normally furnished without restriction by the Contractor or Subcontractors;
  - 7.4.4 Computer and microprocessor software documentation including program design language or pseudo-code listings, fully annotated source code and machine level listings;
  - 7.4.5 In the event that the Contractor 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;
  - 7.4.6 Other specifically described technical data, which the parties agree will be furnished without restriction.
- 7.5 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 Contractor for use by the TTC in the manner herein described.
- 7.6 The Contractor shall report to the TTC promptly and in written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
- 7.7 The Contractor hereby permanently waives in favour of the TTC, any moral rights as defined in the Copyright Act, R.S. 1985. c.C-42, which it may have in or to any copyrighted material and

shall provide to the TTC at Contract Completion or at such other time as the TTC may require, a written permanent waiver, in a form acceptable to the TTC, of moral rights of every author who contributed to such copyrighted materials.

#### **GC8 AUTHORITY OF TTC**

- 8.1 The TTC's Representative shall represent the TTC upon issuance of the Notification of Award until completion of the Contract and shall have authority to act on behalf of the TTC to the extent provided in the Contract Documents. The TTC's instructions to the Contractor shall be forwarded through the TTC's Representative.
- 8.2 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 Contractor and other Contractors working on the Site.
- 8.3 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 Contractor or its Subcontractors.
- 8.4 The TTC's Representative will prepare and issue, if appropriate, Contract Amendments in accordance with GC17 - CHANGES IN THE WORK and GC18 - VALUATION OF CHANGES IN THE WORK.
- 8.5 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.
- 8.6 In the event of a dispute between the Contractor and TTC as to the interpretation of the Contract, TTC's interpretation shall govern and the Contractor shall proceed with the Work of the Contract in accordance with the Contract Documents as interpreted by TTC. The Contractor shall proceed diligently with the performance of the Contract as interpreted by TTC without any interruptions or delay.

#### **GC9 INSPECTION OF THE WORK BY TTC OR THIRD PARTIES**

- 9.1 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 Contractor.
- 9.2 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 Contractor shall give the TTC's Representative timely notice regarding such inspections. Inspections by the TTC's Representative will be made promptly. The Contractor shall arrange for inspections by other applicable authorities and shall give the TTC's Representative timely notice of such inspections.
- 9.3 If the Contractor 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.
- 9.4 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 Contractor 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.

- 9.5 Neither testing, inspection, payment or acceptance of the Work by TTC or third parties shall relieve the Contractor of its responsibilities under the Contract.

#### **GC10 SUSPENSION OR TERMINATION OF THE WORK**

- 10.1 When, in TTC's opinion, it is necessary or desirable to suspend the Work, TTC will issue a written notice to the Contractor instructing the Contractor to discontinue or delay the Work ("Notice of Suspension"). The Contractor shall not resume the Work until so instructed by TTC, in writing. The time period from the issuance of the Notice of Suspension until the instruction to resume Work is the "Period of Suspension".
- 10.2 The Contractor, upon receiving the Notice of Suspension, shall, unless expressly stated in the Notice of Suspension, immediately suspend all operations, except those necessary for the safety and protection of personnel and the public and for the care, preservation and protection of the Work, the Site, Products, tools, materials, machinery and equipment and, subject to any instructions in the Notice of Suspension, the Contractor shall discontinue ordering and suspend existing Contracts for Products, materials, facilities and supplies required for the Work. The Contractor shall forthwith take all reasonable necessary measures for the protection of the Work against damage from rain, snow, frost, ice or other causes and shall so maintain the Work and shall be fully responsible for any failure to do so.
- 10.3 The Contractor shall be paid for the agreed upon value of that portion of the Work satisfactorily performed or complete to the date of the notice and if further performance of the Work has been terminated, then any completed Work and any Work in progress shall be handed over to the TTC upon payment for that portion of the total Work of the Contract. 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.
- 10.4 Upon TTC's instruction to resume Work and provided such suspension was not caused or contributed to by the Contractor, the TTC shall grant an extension of time to the Contract Schedule or Milestone(s) as TTC decides after consulting with the Contractor. If TTC and Contractor cannot mutually agree to an extension of time, TTC may at its sole discretion determine the length of the delay and grant an extension of time accordingly by issuance of a Contract Amendment.

#### **GC11 DEFAULT BY THE CONTRACTOR**

- 11.1 The Contractor shall be in default of the Contract and TTC may terminate the Contract if the Contractor:
- 11.1.1 Suspends the whole or any part of the Work without cause before Contract Completion;
  - 11.1.2 Fails or refuses to proceed with the Work with due diligence;
  - 11.1.3 Fails to submit when required or refuses to maintain the agreed upon delivery schedule;
  - 11.1.4 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 Contractor (as defined or provided for in any applicable statute), or if any proceedings, voluntary or involuntary, by or against the Contractor under any statute or statutory provisions relating to bankruptcy, insolvency, liquidation, arrangement, re-organization or dissolution are commenced, or if the Contractor makes any proposal under the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended, or if the Contractor or the property or assets of the Contractor become subject to the Winding-up and Restructuring Act, R.S.C., 1985, c. W-11, as amended, or if any application is made with respect to the Contractor under the

Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36, as amended, or under similar legislation, or if any order shall be made or a resolution passed for the winding up, liquidation or dissolution of the Contractor or if any receiver, receiver and manager, trustee, liquidator or similar official is appointed for the property or assets of the Contractor;

- 11.1.5 Continually or repeatedly refuses or fails to supply sufficient skilled Workers, or Products, plant or equipment of the proper quality or quantity;
  - 11.1.6 Fails to make payments promptly to suppliers or Subcontractors which it is obligated to pay for materials, Products and labour;
  - 11.1.7 Disregards or fails to comply with Applicable Laws or the instructions of TTC;
  - 11.1.8 Fails to comply with the schedule submitted and accepted by TTC in accordance with GC11.3; or
  - 11.1.9 Refuses or fails to perform this Contract in strict accordance with the Contract.
- 11.2 If an Event of Default occurs, TTC may provide written notice to the Contractor specifying the default and instructing the Contractor to remedy such default within 3 Days.
- 11.3 If the Event of Default cannot be corrected within the 3 Days specified, the Contractor shall be in compliance with TTC's instructions if it commences the correction of the Event of Default within the 3 Days specified and provides TTC with a schedule acceptable to TTC for such correction ("Schedule to Cure Default") and completes the correction in accordance with such Schedule to Cure Default. Should TTC accept the Schedule to Cure Default as proposed by the Contractor in accordance with this GC11.3, the Contractor shall be responsible to maintain the Schedule to Cure Default. Should at any time the Contractor fail to comply with the Schedule to Cure Default, the Event of Default shall be deemed not be to corrected and TTC may terminate the Contract, without further notice in accordance with GC13.
- 11.4 If the Contractor fails to correct the Event of Default within the time specified in GC11.2 or the time set out in the Schedule to Cure Default, if applicable, TTC, without prejudice to any right or remedy it may have under GC13, or any other provision of the Contract, may correct such default.
- 11.5 If TTC or any other party under Contract to it, suffers any expense caused by the Event of Default then TTC shall have the right to deduct the value of such expenses from the Contract Price, notwithstanding the correction of the Event of Default within the time specified or subsequently agreed upon.

## **GC12 DELAY BY THE TTC**

- 12.1 If any act, omission or neglect of the TTC, or default of other parties under contract with the TTC, delays the Contractor's performance of any component of the Work giving rise to the delay occurred with the effect that the Milestone(s) or Contract Schedule are affected then, to the extent affected, upon request by the Contractor, an extension of time to the Contract Schedule or Milestone(s) shall be granted as the TTC decides after consulting with the Contractor. If the TTC and Contractor cannot mutually agree to an extension of time, the TTC may at its sole discretion determine the length of the delay and grant an extension of time accordingly by issuance of a Contract Amendment.
- 12.2 If the Contractor has determined as the result of such delay that it has incurred any cost (which shall not include loss of anticipated profit claims) it shall submit a notice of Claim in accordance with GC31.

**GC13 TERMINATION FOR DEFAULT**

- 13.1 In the event that the Contractor has been put on notice of the Event of Default and the Contractor fails to:
- 13.1.1 Correct the Event of Default within the time set out in GC11.2 or such other time periods as agreed to, in writing, by TTC;
  - 13.1.2 Fails to maintain the Schedule to Cure Default, if applicable; or
  - 13.1.3 Fails to correct the Event of Default within the time specified in the Schedule to Cure Default, if applicable,
  - 13.1.4 TTC may at any time serve upon the Contractor, written notice of termination of the Contract ("Notice of Termination") and the Contract shall be terminated as of the date of the Notice of Termination.
- 13.2 Within 7 Days of the date of the Notice of Termination TTC may take possession of the Products, tools, construction materials and machinery, equipment, and appliances on the Site and complete the Work by whatever method it deems expedient.
- 13.3 Upon the date of the Notice of Termination, the Contractor shall deliver, free from all encumbrances, such part of the Work as have been constructed and such Products and items of plant and equipment as have been procured. The Contractor shall also deliver to TTC all documents, manuals, warranties and other Contract documentation available as of the date of the Notice of Termination relating to the design, construction and completion for the Work.
- 13.4 The Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price,
- 13.4.1 Exceeds the cost of completing the Work and any damages incurred by reason of the Contractor's termination, including the application of liquidated damages, such excess shall be paid to the Contractor; or
  - 13.4.2 Is less than the cost of completing the Work and any damages incurred by reason of the Contractor's termination, including the application of liquidated damages, then the Contractor shall be liable to TTC for any additional cost in completing the Work.
- 13.5 The cost of completing the Work referred to in GC11.4 shall include, but is not limited to, the cost for warranty items, costs incurred by TTC for delay in completing the Work, the costs and expenses to correct any Contractor defaults, costs of correcting any deficiencies and completing the Work, legal costs incurred by TTC, and a reasonable amount to cover any costs and expenses incurred or which may be incurred by TTC in curing or correcting any Work subject to any warranty or guarantee or obligation of the Contractor under the Contract. Furthermore, the cost of completing the Work referred to in GC11.4 shall also include TTC's overhead of 10% of the costs as incurred in accordance with this GC11.5.
- 13.6 For greater clarity, TTC and the Contractor understand that neither is entitled to further payment from the other under this GC13 until the Work is completed and agree, for the purpose of the Limitations Act, that a claim pursuant to GC13.4 shall be discovered on the date the Work is completed, and that GC13.6 is intended to be an agreement to suspend or extend the basic limitation period as contemplated by section 22(3) of the Limitations Act.
- 13.7 Notwithstanding anything to the contrary in this Contract, where the Contractor has been given a notice for an Event of Default as listed in GC11.1.1 to GC11.1.9 (inclusive), TTC may immediately terminate this Contract by serving a Notice of Termination upon the Contractor regardless of whether the Contractor has previously rectified any default(s).

**GC14 CONTRACTOR'S RESPONSIBILITIES**

- 14.1 The Contractor 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 Contractor shall be solely responsible for production means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work under this Contract.
- 14.2 The Contractor shall employ the services of a Professional Engineer, licensed in the Province of Ontario, available as needed, to fulfil the requirements of the Applicable Laws and the Contract.
- 14.3 The Contractor shall prepare and update, as required by the TTC's Representative, a schedule in accordance with the requirements contained in the Specifications.
- 14.4 The Contractor 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 Contractor as it is for its own acts or omissions.
- 14.5 The Contractor shall, at its own cost and risk, perform all Work:
- 14.5.1 In compliance with all Applicable Laws;
  - 14.5.2 In accordance with Good Industry Practice;
  - 14.5.3 In a manner consistent with the Contract;
  - 14.5.4 In a timely and professional manner;
  - 14.5.5 With due regard to the health and safety of persons and property; and
  - 14.5.6 In accordance with all other terms and conditions of this Contract.

**GC15 FORCE MAJEURE**

- 15.1 Subject to GC15, if a Force Majeure Event causes or results in the Contractor incurring:
- 15.1.1 an increase in costs;
  - 15.1.2 a delay, with the effect that the Milestone(s) or Contract Schedule are affected; or
  - 15.1.3 any other impact;
- the Contractor's sole remedy is a non-compensable extension to any affected Milestone(s) or Contract Schedule. Upon notification by the Contractor of a Force Majeure Event, in accordance with GC31, the non-compensable extension will be granted to any affected Milestone(s) or Contract Time, to the extent affected by the Force Majeure Event. The Contractor shall not be entitled to any compensation on account of any extension to any Milestone(s) or Contract Schedule under GC15. Further, TTC shall have no liability to the Contractor for Losses incurred by the Contractor as a result of any Force Majeure Event.
- 15.2 If a Force Majeure Event prevents or delays TTC from performing any obligation under the Contract, TTC shall be relieved from any liability or consequence under this Contract to the extent that, and for so long as, TTC is affected by the Force Majeure Event and the Contractor's sole remedy is a non-compensable extension as set out in GC15.1.
- 15.3 In respect of each Claim Notice submitted by the Contractor for a Force Majeure Event, the Contractor, as a part of the Claim Statement applicable to such Claim Notice, shall submit the applicable details in respect of an extension to the Contract Schedule or any Milestone(s), any period(s), part(s) or portions(s) thereof, as applicable. If requested by TTC, the Contractor shall provide a detailed schedule delay analysis supporting the Contractor's request and any additional supporting documentation as requested by TTC.
- 15.4 Changes to the Milestone(s) or Contract Schedule under GC15 shall be administered by

issuance of a Contract Amendment, unless TTC and Contractor cannot mutually agree to an extension of time then TTC at its sole discretion may determine the length of the extension the Contractor is entitled to and grant an extension of time accordingly by issuance of a Change Amendment.

- 15.5 The Contractor and TTC agree that COVID-19, including, any federal, provincial, or municipal state of emergency or any statute, law, order or public health recommendations arising therefrom, whether foreseen or unforeseen, whether issued before or after the Closing date, except for a government order under a state of emergency issued after the Notification of Award which requires the Contractor and/or Subcontractor to close its places of business, is not a Force Majeure Event for this Contract and the parties' respective obligations, rights and remedies in connection therewith are as set out in SC20 - COVID-19 PANDEMIC COSTS of Section 00 73 00.

#### **GC16 ADVERTISING AND PUBLIC RELATIONS**

- 16.1 The TTC reserves the right to review and approve all public relations material and advertising related to the Contract prior to publication. The Contractor 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.

#### **GC17 CHANGES IN THE WORK**

- 17.1 The TTC may make changes in the Work without invalidating the Contract, by altering, adding to or deducting from the Work. 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.
- 17.2 When a Contract Amendment is proposed, the Contractor shall present to the TTC's Representative for approval, its change in the Contract Price and in the Milestones, as applicable. The Contractor 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 Contractor shall supply any additional information in support of the price submitted and/or change in Milestones that the TTC's Representative may request.

#### **GC18 VALUATION OF CHANGES IN THE WORK**

- 18.1 The TTC may make changes in the Work without invalidating the Contract, by altering, adding to or deducting from the Work.
- 18.2 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.
- 18.3 When a Contract Amendment is proposed, the Contractor shall present to the TTC's Representative for approval, its change in the Contract Price and in the Milestones, as applicable. The Contractor 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 Contractor shall supply any additional information in support of the price submitted and/or change in Milestones that the TTC's Representative may request.

**GC19 SETTLEMENT OF DISPUTES**

- 19.1 If a claim or any other dispute arising between the TTC and the Contractor 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, and upon such other terms and conditions as mutually agreed upon by the parties.
- 19.2 The Contractor 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.
- 19.3 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.
- 19.4 No action or suit may be brought by the Contractor (including actions or suits claiming contribution or indemnity) until after the Limitations Trigger Date has been processed by the TTC's Representative and that action or suit shall be only for the amount of any difference between the Contractor's account as submitted and the final invoice.

**GC20 TERMINATION FOR CONVENIENCE**

- 20.1 Notwithstanding any other provisions relating to the TTC's rights to terminate this Contract, the TTC may, by written notice to the Contractor, 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 Contractor shall cease all operations, except as may be directed by the TTC's Representative to complete any unfinished portion of the Work.
- 20.2 The Contractor, 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 Contractor 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.
- 20.3 In the event the Contract is terminated for the convenience of the TTC pursuant to GC20.1, the Contractor shall only be entitled to payment of the following amounts:
- 20.3.1 In the event that no Work is performed and no Products have been purchased for this Contract by the Contractor prior to cancellation of the Contract, the costs incurred in submitting a Bid for the Contract, providing such costs can be proven.
- 20.3.2 That portion of the Contract Price relating to Work performed to the date of the notice of termination in accordance with the Contract Documents.
- 20.3.3 Cancellation costs (which costs shall not include loss of anticipated profit claims) reasonably incurred by the Contractor as the result of such termination provided the Contractor has substantiated such costs to the TTC's reasonable satisfaction after the TTC has reviewed the details thereof.
- 20.4 The Contractor's obligations as to quality, correction and warranty of any Work performed under this Contract shall continue in force, after such termination.



- 20.5 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 GC18 – VALUATION OF CHANGES IN THE WORK.
- 20.6 Except as describe in this General Condition, the Contractor 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.

#### **GC21 RECORDS AND AUDIT**

- 21.1 Prior to Contract completion and thereafter for a period of two (2) years, the Consultant shall permit, and shall cause the Subconsultants to permit, TTC and their auditors and consultants to inspect and audit the books, payrolls, accounts and any other records, whether in electronic format or hard copy, of the Consultant and Subconsultants relating to the Contract or the Work (collectively, the “Books and Records”), at any time as deemed necessary by TTC, to verify the Contractor's valuations of Contract Amendments, cancelled Work and claims, and, in that regard, the Consultant shall provide certified copies of the Books and Records to TTC or access to the Books and Records as required by TTC. Without limiting the generality of the foregoing, such inspection and audit may relate to any information or documents underlying Disputes, Claims (including GC31 Claims), and payments of TTC made pursuant to the Contract.
- 21.2 In the case of the Contractor's neglect or failure to observe fully and faithfully the provision of documentation to validate such Contract Amendments, cancelled Work and claims, the Contractor 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 Contractor 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.
- 21.3 Should an audit disclose any overbilling on the part of the Contractor, the Contractor shall be responsible to repay to the TTC all monies owed by the Contractor as a result of the overbilling or the TTC at its discretion may deduct the overbilling from monies owed to the Contractor. Further the TTC shall have the right at its sole discretion to restrict the Contractor, from submitting a bid on future TTC Bid Requests, for a period of time deemed appropriate by the TTC.

#### **GC22 SEVERABILITY**

- 22.1 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.

#### **GC23 PROHIBITION AGAINST GRATUITIES**

- 23.1 No Contractor and no employee, agent or representative of the Contractor, 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 Commissioner of the Toronto Transit Commission, or any officer or employee of the Toronto Transit Commission 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.
- 23.2 If the TTC determines that sub-item 23.1 has been breached by or with respect to the Contractor, the TTC may preclude the Contractor from bidding future TTC work and may terminate this Contract without incurring any liability.

#### **GC24 RESTRICTIONS FROM BIDDING, EVALUATIONS OR AWARD OF CONTRACTS**

- 24.1 In the event that:

- 24.1.1 TTC provides written notice to the Contractor specifying an Event of Default;
  - 24.1.2 The Contractor is terminated for default by TTC;
  - 24.1.3 An audit conducted under GC21 - RECORDS AND AUDIT of Section 00 72 00 discloses any overbilling on the part of the Contractor;
  - 24.1.4 The Contractor receives an unsatisfactory performance rating issued by TTC or by the City of Toronto and/or any of its Agencies, Boards, Commissions or Corporations; or
  - 24.1.5 TTC determines that the prohibition against gratuities set out in GC23 - PROHIBITION AGAINST GRATUITIES of Section 00 72 00 has been breached by or with respect to the Contractor;
- 24.2 TTC, City of Toronto or any of the City of Toronto Agencies, Boards, Commissions or Corporations shall have the right at its sole discretion to:
- 24.2.1 Restrict the Contractor, from submitting a Bid on future Bid requests for a period of time deemed appropriate by TTC;
  - 24.2.2 Reject any Bid submitted by or refuse to consider or evaluate any Bid submitted by the Contractor or by any Affiliate or successor of the Contractor or by any entity with whom an officer or director of that entity has in the past been associated in any way with the Contractor;
  - 24.2.3 Refuse to award any Contract to the Contractor or to any Affiliate or successor of the Contractor or to any entity with whom an officer or director of that entity has in the past been associated in any way with the Contractor.
- 24.3 TTC may provide information to the City of Toronto and/or any of the City of Toronto Agencies, Boards, Commissions or Corporations, regarding any of the foregoing, which may rely on such information provided by TTC.

## **GC25 ERRORS, OMISSIONS, DISCREPANCIES OR REQUEST FOR INFORMATION**

- 25.1 Notwithstanding the provisions of the supplementary condition entitled CONTRACT DOCUMENTS of Section 00 73 00 Supplementary Conditions, the Contractor shall carefully check the Contract Documents for any errors, omissions or discrepancies. Prior to proceeding with the Work, the Contractor shall notify the TTC's Representative of same and shall not proceed with any such Work affected until it has received direction from the TTC's Representative.

## **GC26 APPLICABLE POLICIES**

- 26.1 The Contractor shall ensure that at all material times during the term of the Contract, its Workers, 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 Contractor further agrees to comply with the requirements as 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 Contractor agrees to comply with the updated or changed requirements.
- 26.2 With respect to the provision, or receipt, as applicable, of the Work and access to the premises, property and employees of TTC, the Contractor shall comply with such applicable policies, procedures, and protocols of TTC as are provided to the Contractor in writing and in advance. TTC may, from time to time, amend its policies, protocols, and procedures or add new policies, protocols,

and procedures and, upon providing notice to the Contractor of such requirement, the Contractor shall have an obligation to comply. The Contractor shall be responsible to ensure that its Workers, employees, and Subcontractors comply with such applicable policies, protocols, and procedures. Without limiting the generality of the foregoing, the Contractor shall comply with the requirements described and set out under "Respect And Dignity Policy", "Workplace Violence Policy", "Fitness for Duty Policy- Expectation For Contractors Procedure", "Whistle Blower Reporting And Protection Policy", "Code Of Conduct Policy", and "Criminal Misconduct Policy" located on TTC's website at: <https://www.ttc.ca/doing-business-with-the-ttc/Procurement-and-Category-Management/about-ttcs-Procurement-and-Category-Management-department/contractor-reference-materials>, which requirements shall be incorporated into these General Conditions by reference and as may be updated or changed from time to time at the sole discretion of TTC without notice and the Contractor agrees to comply and/or ensure its Workers, employees, and Subcontractors comply, as applicable, with the updated or changed requirements.

#### **GC27 SUBLETTING OF THE CONTRACT**

- 27.1 Except as specifically indicated in its Bid, the Contractor shall not subcontract any portion of the Work to any other Subcontractor without the prior approval of the TTC.
- 27.2 The Contractor agrees that it shall:
- 27.2.1 Incorporate the terms and conditions of the Contract Documents into all subcontract agreements it enters into with its Subcontractors;
- 27.2.2 Be as fully responsible to the TTC for the acts and omissions of its Subcontractors, agents and persons directly or indirectly employed by it as for its own acts and omissions.
- 27.3 Nothing contained in the Contract Documents shall imply or create any contractual relationship between any Subcontractor and the TTC.

#### **GC28 CONFIDENTIAL INFORMATION**

- 28.1 Except as is specifically required for the performance of the Work the Contractor, its partners, directors, employees, officers, agents and Subcontractors, shall not divulge or use elsewhere, whether in whole or in part, any information regarding the TTC and its operation acquired or discovered during the performance of the Work without the prior written consent of the TTC.
- 28.2 If the TTC is required to provide the Contractor and Contractor's staff with certain "Confidential Information" and/or access to restricted portions of TTC property, the TTC's Representative may at his/her sole discretion, request execution by the Contractor or Contractor's staff and/or Subcontractor's staff, of a Non-Disclosure Agreement, attached as Schedule A to these General Conditions. The Contractor shall execute/have executed and return such Non-Disclosure Agreement(s) to the TTC's Representative within seven calendar days for similar execution by the TTC. A copy of the fully executed Non-Disclosure Agreement(s) will be sent to the Contractor within seven calendar days of execution by the TTC.

#### **GC29 INVOICING AND CORRESPONDENCE**

- 29.1 Invoices shall be submitted in Canadian dollars and shall detail the following in a form acceptable to the TTC:
- 29.1.1 General:
- the purchase order number and contract reference number and Work Order/Task number(s), as applicable;
  - applicable Harmonized Sales Tax (HST) shall be shown separately on the invoice;

- the Contractor's HST registration number;
- the work period covered by the invoice.

29.1.2 Unit Price Basis: include the following:

- Unit Price Rates as listed in the Price Schedule contained in the Contract Documents;
- Quantity of units of Work provided during the billing (which can be supported by actual time sheets, waybills, expense receipts, etc. as applicable, if requested by the TTC's Representative).

29.2 Invoices in duplicate shall be submitted to:

Toronto Transit Commission  
(as indicated in the Purchase Order)  
Attention: (as indicated in the Purchase Order)

### GC30 OTHER PARTICIPANTS

- 30.1 The Contractor 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 Contractor shall provide the goods/services to the ABCC at the same pricing and terms and conditions as set out in the Contract.
- 30.2 The TTC reserves the right to add or delete any ABCC and/or additional delivery locations during the term of the Contract.
- 30.3 A listing of current Toronto's ABCC's may be found on the City's website: [www.toronto.ca/abcc](http://www.toronto.ca/abcc).
- 30.4 A listing of current Ontario's ABCC's may be found on the Province's website: <https://www.ontario.ca/page/agencies-boards-and-commissions>.

### GC31 CLAIMS AND CONTINUANCE OF THE WORK

- 31.1 The Contractor shall give to TTC written notice of its intention to make a Claim called a "Claim Notice". Such Claim Notice must be provided within:
- 10 Days after the commencement of the event giving rise to the Claim
- Or
- within 10 Days of the date it is reasonable to expect that the Contractor ought to have known that event giving rise to the Claim commenced,
- otherwise any Claims by the Contractor in respect of such Claim (including the event giving rise to the Claim) shall be irrevocably barred, and waived and released by the Contractor.
- Such Claim Notice must set forth particulars of the Claim, the probable extent of the Work subject of the Claim, the estimated monetary value involved and/or the relevant provisions of the Contract, or it will not constitute a valid Claim Notice of intent to a Claim and the Contractor will forfeit its right to a Claim.
- 31.2 The Claim Notice shall, to the extent applicable to the Claim:
- 31.2.1 set forth particulars of the Claim;
  - 31.2.2 the probable extent of the Work subject of the Claim;
  - 31.2.3 the estimated monetary value involved;
  - 31.2.4 the date the Contractor first became aware of the event giving rise to the Claim; and
  - 31.2.4 relevant provisions of the Contract upon which the Claim is made.

- 31.3 If the Contractor fails to comply with the above requirements for providing a Claim Notice, it will be deemed that payment for the Claim is already included in the Contract Price and the Contractor shall have no entitlement to additional payment, increase to the Contract Price, or extension to time to the Contract Time or Milestone(s).
- 31.4 Within 30 Days of submitting a Claim Notice, or such other period as may be agreed by TTC in writing, the Contractor shall submit a comprehensive written Claim statement which shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the Claim, together with any supporting or substantiating documents, to enable TTC to determine whether or not the Claim is justified. Further, the Contractor shall supply such additional information and documentation to justify its Claim as TTC may request from time to time.
- 31.5 If the Contractor cannot submit its written Claim statement within the 30 Days, or such other period as agreed by TTC, then the Contractor shall notify TTC prior to expiration of the 30 Days or agreed upon period, and request an extension to the date for the submission of its Claim statement and provide justification for such extension. If the Contractor fails to submit its written Claim statement within the specified 30 Days or such other period as agreed to in writing by TTC, then the Contractor shall forfeit its right to a Claim.
- 31.6 TTC may instruct the Contractor in writing to proceed with any portion of Work as per TTC's interpretation of the Contract which is the subject of a Claim by the Contractor as set out in a Claim Notice or Claim statement at any time by issuance of a notice in writing. If it is subsequently determined by an arbitrator or court of competent jurisdiction that such instructions were in error or at variance with the Contract, TTC shall pay the Contractor's costs incurred in carrying out such instructions which was required to do outside the terms of the Contract, as valued in accordance with GC18 - VALUATION IN CHANGES OF THE WORK and/or GC12 - DELAY BY THE TTC, if applicable.
- 31.7 Upon receipt of the written Claim statement the following process shall be applicable:
- 31.7.1 Within 60 Days, or such other period of time that may be advised by TTC in writing, of receipt of the Claim statement and all supporting and substantiating documentation including any such further documentation as requested by TTC, TTC will advise the Contractor, in writing, of TTC's determination with regard to the validity of the Claim; and
- 31.7.2 If TTC determines that there is a valid basis of Claim, it will initiate negotiations to resolve the issue. Upon reaching a settlement, TTC will issue a Contract Amendment implementing a full and final settlement of all costs, compensation and extensions of time, if any, resulting from the Claim.
- 31.8 Within 30 Days after acceptance of the work or such other times as requested by TTC, the Contractor shall submit a list which indicates the status of all outstanding Claims for which it has submitted prior written Claim Notice.
- 31.9 TTC will not be liable for interest or financing costs on Claims by the Contractor, whether the Contractor ultimately receives compensation for a Claim or a portion of a Claim, from TTC, or otherwise.
- 31.10 It is agreed that no act or failure to act by either party shall be construed as a renunciation or waiver of any of its rights or recourse it has under, provided it has given the notices in accordance with, and has carried out the instructions, as provided in.

END OF SECTION

## SECTION 00 72 00 – Schedule A

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into as of the \_\_\_\_\_ (“Effective Date”), between Toronto Transit Commission, having a place of business at 1900 Yonge Street, Toronto, Ontario, M4S 1Z2 (hereinafter referred to as “**TTC**”), and \_\_\_\_\_, having a place of business at \_\_\_\_\_ (hereinafter referred to as “**Contractor**”). The TTC and Contractor are collectively referred to as “**Parties**” and each one as a “**Party**”. [Edit note: upon execution, add particulars]

**WHEREAS** the Parties may exchange certain Confidential Information (as defined below) [and the Contractor may be provided access to restricted portions of TTC Property] in order for the Contractor to perform Work, as defined in Contract \_\_\_\_\_, entitled \_\_\_\_\_ (“**Purpose**”); [Edit note: upon execution, add contract information]

**WHEREAS** the TTC and the Contractor in furtherance of such Purpose wish to exchange certain Confidential Information, subject to the terms and conditions set forth below.

#### ARTICLE 1. DEFINITIONS

- 1.1 In this Agreement, “**Confidential Information**” means any and all material and/or information of a Party (collectively, the “**Disclosing Party**”) which has or will come into the possession or knowledge of the other Party (the “**Receiving Party**”) in connection with or as a result of entering into this Agreement, including information concerning the Disclosing Party’s past, present or future customers, suppliers, technology, or business. For the purposes of this definition, “**information**” and “**material**” includes tangible data, patents, copyrights, trade secrets, processes, business rules, tools, business processes, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium, both in its original form and as part of a compilation or derivative of any of the foregoing.
- 1.2 In this Agreement, reference to the “**TTC**” shall include commissioners, officers, employees, agents, contractors and consultants employed or retained by the TTC, as the case may be and reference to the “**Contractor**” shall include directors, officers, employees, agents, contractors and consultants employed or retained by the Contractor, as the case may be.

#### ARTICLE 2. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1 The Receiving Party shall:
- 2.1.1 use the Confidential Information solely for the Purpose as set out above;
  - 2.1.2 hold the Confidential Information in confidence and shall not sell, assign, transfer or otherwise disclose the Confidential Information, or any information or materials derived therefrom, to any third party without the prior consent of the Disclosing Party, save and except as otherwise provided herein;

## **SECTION 00 72 00 – Schedule A**

- 2.1.3 employ at least the same degree of care to protect the secrecy and confidentiality of the Confidential Information as it uses to protect its own confidential and proprietary information and materials, but in no event less than reasonable care; and
  - 2.1.4 maintain the Confidential Information in a secure place and restrict the release, access and use of the Confidential Information to those employees and officers who must have access to the Confidential Information consistent with the Purpose;
  - 2.1.5 ensure that each person to whom Confidential Information is disclosed to in accordance with Clause 2.1.4 is advised, prior to the disclosure, of the confidential nature of the Confidential Information.
- 2.2 The Receiving Party shall not:
- 2.2.1 remove any proprietary, copyright, trade secret or other proprietary rights legend from any form of Confidential Information; or
  - 2.2.2 make any public announcement of disclosure concerning the contents of this Agreement beyond the disclosures authorized hereunder without the prior written consent of the other party unless otherwise required by law.
- 2.3 Immediately upon written request by the Disclosing Party, the Receiving Party shall return all copies of the Confidential Information in its possession to the Disclosing Party or certify that all copies in its possession or control have been destroyed.
- 2.4 In the event of a breach of any of the foregoing provisions, the Parties agree that the harm suffered by the Disclosing Party would not be compensable by monetary damages alone and accordingly, that the Disclosing Party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach.

### **ARTICLE 3. EXCEPTIONS**

- 3.1 Notwithstanding anything to the contrary herein, “Confidential Information” does not include information or material:
- 3.1.1 which is publicly available when it is received by or becomes known to the Receiving Party or which subsequently becomes publicly available through no fault of the Receiving Party (but only after it becomes publicly available);
  - 3.1.2 which is already known to the Receiving Party at the time of its disclosure to the Receiving Party and is not known by the Receiving Party to be the subject of an obligation of confidence of any kind;
  - 3.1.3 which is independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction;
  - 3.1.4 which is received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party who the Receiving Party had no reason

## SECTION 00 72 00 – Schedule A

to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received; or

- 3.1.5 which is intangible ideas, concepts, know-how or techniques that may be contained in the material or information that comprises Confidential Information. For greater certainty, Receiving Party is not restricted in any way from using the knowledge learned and experience gained as a result of having had access to Confidential Information of the Disclosing Party provided that such intangible ideas, concepts, know-how or techniques are not disclosed in a manner which would be readily identifiable as Confidential Information of the Disclosing Party.

### ARTICLE 4. DISCLOSURE BY LAW

- 4.1 Should a Party be required by law or policy or be requested by legal process or regulatory authority to disclose any Confidential Information, (“**Required Party**”), the Required Party will provide the other Party with prompt written notice of such requirement or request so that the other Party may seek an appropriate protection order or pursue such other action, remedy or assurance necessary to preserve the confidentiality of the Confidential Information, or waive compliance with any of the provisions of this Agreement, or both; and the other parties will fully co-operate with and not oppose the Required Party in respect of such matters. If, in the absence of either a protective order or a waiver by the other Party, the Required Party, in the reasonable opinion of reputable legal counsel, is required by law to disclose any Confidential Information or stand liable for contempt or to suffer other censure or penalty on any failure to so disclose, the Required Party may, without liability hereunder, disclose that portion, and only that portion, of the Confidential Information that is required to be disclosed.

### CLAUSE 5. GENERAL PROVISIONS

- 5.1 This Agreement may not be assigned by any Party in whole or in part, without the other Party’s written consent, which consent may be unreasonably withheld.
- 5.2 If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 5.3 A term or condition of this Agreement can be waived or modified only by written consent of both Parties. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 5.4 No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.



## SECTION 00 72 00 – Schedule A

- 5.5 This Agreement constitutes the complete and exclusive statement of the terms and conditions between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written statements which are inconsistent herewith.
- 5.6 Title to the Confidential Information and any copies thereof shall not pass or transfer to the Receiving Party.
- 5.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. The Parties agree that any action, proceeding, application or claim commenced by one Party against the other Party relating to or arising out of this Non-Disclosure Agreement shall be commenced in the City of Toronto, Province of Ontario, Canada.
- 5.8 This Agreement may only be modified by written agreement of all Parties.
- 5.9 All Parties' obligations of confidentiality shall continue until otherwise mutually agreed to in writing, or for a period of \_\_\_\_\_ years, whichever occurs first, following the last disclosure of Confidential Information. [Edit note: indicate period – default should be 5 years]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

### **TORONTO TRANSIT COMMISSION**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the Commission

**[WITNESS: \_\_\_\_\_**  
**Name:**  
**Date:]**

### **CONTRACTOR**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the Corporation

[Edit notes:

If Contractor is a corporation – delete Witness requirements and add the line “I/We have authority to bind the Corporation”.

If Contractor is not a corporation – delete “I/We have authority to bind the Corporation”]

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
SC1	SCOPE OF SUPPLEMENTARY CONDITIONS	1
SC2	ADDITIONAL DEFINITIONS	1
SC3	INSURANCE REQUIREMENTS	1
SC4	EVIDENCE OF INSURANCE	2
SC5	CONTRACT DOCUMENTS	3
SC6	INDEMNIFICATION	3
SC7	TERMS OF PAYMENT	4
SC8	DELIVERY AND SHIPPING INSTRUCTIONS	5
SC9	DEFICIENCIES AND WARRANTY	6
SC10	SURVIVAL UPON TERMINATION	6
SC11	TERM OF THE CONTRACT	7
SC12	TITLE	7
SC13	NON-RESIDENT WITHHOLDING TAXES	7
SC14	CONTRACTOR WORK PERFORMANCE RATING	8
SC15	SET-OFF	8
SC16	TTC SUPPLIED PRODUCTS	8
SC17	RESPONSIBILITY FOR DESIGN	9
SC18	COVID-19 PANDEMIC COSTS	10
SC19	AUTHORIZATION TO PROCEED	11
SC20	EVIDENCE OF APPENDIX 1 - TECHNICAL REQUIREMENTS	11

**APPENDICES**

**Appendix I – Contractor Performance Review**

**Appendix II – Final Acceptance Certificate**



## SC1 SCOPE OF SUPPLEMENTARY CONDITIONS

- .1 The General Conditions shall apply to the Contract except as amended in this Section.

## SC2 ADDITIONAL DEFINITIONS

- .1 "COVID-19" shall mean the novel coronavirus outbreak, classified as a pandemic by the World Health Organization on March 11, 2020.
- .2 "New COVID-19 Force Majeure Event" shall mean a recommendation, direction, stop work order, or emergency regulation related to all or a portion of the Work by a court of competent jurisdiction, other public authority, or public health authority issued as a result of COVID-19 at any time after Closing, provided that such order, was not issued as a result of any act, fault or omission of the Contractor, or by other causes which TTC determines in its sole discretion to be wholly beyond the control of the parties.
- .3 "Final Acceptance Certificate" shall mean the certificate to be issued by the TTC's Representative upon satisfactory completion of all of the Work including all inspection and testing and receipt of all applicable drawings and manuals and the TTC shall have deemed to have accepted the Work.

## SC3 INSURANCE REQUIREMENTS

- .1 Throughout the term of the Contract, and for any applicable warranty period, the Company shall obtain and maintain at their own expense the following insurance in relation to the Work, any services required to be performed by the Company 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+.
- .2 Commercial General Liability Insurance which shall not be more restrictive than the Insurance Bureau of Canada (IBC) Form 2100, or its equivalent replacement, and shall include the following:
  - .1 Contractual liability coverage;
  - .2 Damage to property of TTC, not forming part of the Work;
  - .3 Products and completed operations coverage;
  - .4 Contingent employer's liability coverage, for any claims that might be brought against TTC by any employee of the Contractor;
  - .5 Owner's and Contractor's protective coverage for all subcontracted operations;
  - .6 Sudden and accidental pollution coverage;
  - .7 Non-owned automobile liability; and
  - .8 Cross liability and severability of interests clause;
  - .9 Hook liability, if applicable;
- .10 Such insurance shall provide a combined single limit of not less than \$1,000,000 for any one occurrence or accident for all claims arising out of bodily injury (including death) and damage to 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 TTC as additional insured.
- .11 Any other valid or collectible insurance available to TTC shall not apply to any loss until the coverage and limits available under the insurance policies maintained by

the Contractor in accordance with SC3 have been exhausted.

**.3 Risk of Loss**

- .1 The Company assumes the risk of loss or damage to the equipment while under its care, custody and control and shall immediately proceed to repair, replace and make good such loss or damage without cost to the TTC, whether such loss or damage arises from any acts or omissions of the Company or of third parties or from any other cause.

**.4 Motor Vehicle Liability Insurance**

- .1 On motor vehicles both owned and non-owned by the Contractor engaged in delivery under the Contract. Such insurance shall provide limits of at least \$1,000,000 per accident for bodily injury and property damage, inclusive.

**SC4 EVIDENCE OF INSURANCE**

- .1 Within ten (10) Days after the Notification of Award and prior to the commencement of Work at the Site, and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Contractor shall promptly provide TTC with certificates of insurance originally signed by the insurer or its authorized representative and, if requested by TTC, a complete copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements. A second copy of such certificates or policies shall be sent electronically to: Risk Manager, [TTCcoi@ttc.ca](mailto:TTCcoi@ttc.ca).
- .2 Each policy shall be endorsed with an undertaking from the insurance company that such insurance will not be cancelled, fail to be renewed or reduced in coverage without thirty (30) Days prior written notice delivered by registered mail to TTC.
- .3 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 TTC and its directors, officers, employees and agents.
- .4 Should TTC determine in its sole discretion that the insurance taken by the Contractor is unsatisfactory in any respect and for any reason whatsoever, it shall forthwith advise the Contractor of such determination and the reasons therefore and the Contractor shall forthwith take out insurance of a character satisfactory to TTC.
- .5 The taking out of the insurance as aforesaid shall not relieve the Contractor of any of its obligations under the Contract.
- .6 Failure of TTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of TTC to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- .7 The acceptance of delivery by TTC of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by TTC that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- .8 If any of the required Contractor coverages are to remain in force after Contract Completion or for any applicable warranty period, an additional certificate evidencing continuation of such coverage will be submitted within fourteen (14) Days of Substantial Performance.
- .9 The Contractor will ensure that no insurance required under this Contract will be invalidated or vitiated by any action or failure to act by the Contractor or any of the

Contractor's personnel or by any breach by the Contractor or any other person of any declarations, warranties or other terms in such policies.

#### **SC5 CONTRACT DOCUMENTS**

- .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 In the event of any inconsistency or conflict, the Contract Documents shall be interpreted in accordance with the following order of precedence:
  - .1 Contract Amendments;
  - .2 Purchase Order;
  - .3 Supplementary Conditions;
  - .4 General Conditions;
  - .5 Specifications for PB-2213 Supply of EE Rated Operator Up Bin Picker;
  - .6 Contractor's Bid;
  - .7 Appendix 1 - Technical Requirements
- .3 Documents of a later date shall govern over like documents.

#### **SC6 INDEMNIFICATION**

- .1 The Contractor shall defend, fully indemnify and hold harmless TTC, TTC's officers, employees, members (Commissioner(s)), representative(s), consultants, and agents (collectively the "Indemnitees") in respect of any Losses (including reasonable legal fees and expenses) suffered, sustained or incurred by the Indemnitees, or Claims brought or prosecuted against the Indemnities by whomsoever, in any manner based upon, occasioned by or attributable to any breach of the Contract by the Contractor, or to any negligent act or omission, fault or willful misconduct of the Contractor or any person, agent, consultant, firm or corporation for whose acts the Contractor is liable at law, or damage or loss of any portions of the Work, materials produced or received until delivery of the Products to the Site (collectively referred to as "TTC Claims"). TTC Claims include the following:
  - .1 all Losses that any of the Indemnitees may suffer, sustain or incur arising in respect of bodily injury, illness or death of any individual or physical loss of or damage to tangible property (including all or any part of the Site or any other tangible property related thereto); and
  - .2 all Claims arising in respect of bodily injury, illness or death of any individual or physical loss of or damage to tangible property.

Further, the Contractor shall pay any amount of TTC Claims incurred by TTC on account of any injuries, including death or damages, received or sustained by any persons or property and if it fails to do so, TTC may pay such TTC Claims and deduct the amount thereof from any funds due, or to become due, to the Contractor, or otherwise recover such amounts or any balance thereof from the Contractor.

- .2 With the exception of any Supplementary Condition with respect to the payment of liquidated damages, if applicable, TTC shall not be liable to the Contractor for any loss of profit, loss of or damage to reputation, loss of opportunity, or any indirect, special, incidental, punitive, exemplary or consequential damages or any cumulative impact,

- inefficiency, or loss of productivity, for any reason whatsoever whether those are of the Contractor itself or any of its Subcontractors.
- .3 TTC will not be liable for interest or financing costs or charges for any reason whatsoever.
- .4 Notwithstanding anything to the contrary contained in the Contract, the Contractor's liability to the TTC will not exceed the total Contract Price ("Limitation on Indemnity") for the Work as set forth herein provided, however, this Limitation on Indemnity will not apply to:
- .1 any deductible referred to in the Contract;
  - .2 any obligation of Contractor to indemnify TTC based on Claims of third parties on account of personal injury or property damage, including loss of use;
  - .3 the amount of liquidated damages payable to TTC hereunder;
  - .4 any liability related to the Contractor's gross negligence or willful misconduct; and
  - .5 any injury to the Indemnitees or property of the Indemnitees to the extent caused by the gross negligence or willful misconduct of the Contractor, its Subcontractors or agents.
- .5 The Contractor acknowledges and agrees that it shall be fully and completely responsible for the Work except where such responsibility has been expressly waived in writing by TTC or as otherwise expressly set out in the Contract Documents. Any review, inspection or approval of the Work, including design and materials specified by TTC, or silence or acquiescence by TTC regarding the Contractor's failure to comply with the Contract, does not in any way relieve or waive the Contractor of its responsibility for the adequacy of the Work, the provision of design, materials and Work in accordance with the Contract and nor shall any liability be imposed, direct or implied on the part of TTC.
- .6 TTC shall have the right to satisfy any amount from time to time owing to it by the Contractor under this Contract or if the Contractor becomes insolvent, any amount owing to it by the Contractor whether or not related to the Contract, by way of a set-off against any amount from time to time owing to the Contractor by TTC including, but not limited to, any amount owing to TTC pursuant to the Contractor's indemnification of TTC or TTC's right to collect liquidated damages.
- .7 Notwithstanding anything else to the contrary contained in the Contract, SC6 INDEMNIFICATION shall govern. SC6 shall survive termination of the contract for any reason by either party, even in such cases where termination is improper, invalid or wrongful.
- .8 Notwithstanding payment and passage of title to portions of the Work, material produced and received, the Contractor shall indemnify the TTC against damage or loss of these portions of the Work, materials produced or received until delivery of the Products to the Site.

#### **SC7 TERMS OF PAYMENT**

- .1 For the 'Unit Price' items the Contractor may invoice upon completion of delivery, inspection and acceptance by the TTC's Representative of the Work item at the Site.
- .2 All payments due under this Contract shall be made 30 days following receipt by the TTC's Representative of an acceptable invoice submitted by the Contractor. In the event the 30 days falls on a weekend or public holiday, payment will be made the next business day thereafter.

- .3 Applications for payment shall be dated the last day of the month of the agreed payment period.
- .4 If the Contractor, as determined by the TTC's Representative, fails to comply with the requirements of Specification PB1172B by either failing to submit and obtain approval of the Contract Schedule, or failing to provide regular schedule in a timely manner, then the TTC may retain as holdback an amount up to 10% of any progress payment.
- .5 If the Contractor, as determined by the TTC's Representative, fails to supply Shop Drawings, records and manuals in accordance with the Specifications, then the TTC may retain as holdback an amount of 10% of the Contract Price until the Contractor is in compliance with same.
- .6 The Contractor shall co-operate fully with the TTC's Representative in order that the TTC may obtain any rebates to which it may be entitled under the Customs Act, the Excise Tax Act, and the Retail Sales Tax.
- .7 The value of the Work constituting the Contract Price will be computed based on the following:
  - .1 The value of the Work as detailed in the Purchase Order; and
  - .2 The value of Contract Amendments/Contract Changes authorized by the TTC's Representative and performed by the Contractor; and
  - .3 Monies that are properly deductible under the terms of the Contract.

#### **SC8 DELIVERY AND SHIPPING INSTRUCTIONS**

- .1 Within ten (10) Days of the Notification of Award and prior to the commencement of the Work, a pre-production meeting shall be held between TTC and the Contractor to discuss and agree upon a schedule, which shall include milestones, key dates, and health metrics, for the delivery of the Work in a form acceptable to TTC (the "Contract Delivery Schedule"). An example of a table showing possible milestones is provided in Specification, Appendix 4.
  - .1 Failure of the Contractor to comply with or to meet the delivery dates stated in the Contract Delivery Schedule shall be deemed and Event of Default under GC11 – DEFAULT BY THE CONTRACTOR.
  - .2 Any proposed changes by the Contractor to the Contract Delivery Schedule, including milestones, key dates, and health metrics, are subject to approval by the TTC. Any changes to the Contract Delivery Schedule shall be issued as a Contract Change in accordance with GC17 – CHANGES TO THE WORK.
- .2 At the time of vehicle delivery to the Site, the Contractor shall provide bill of sale and required manuals in respect of the vehicle delivered.
- .3 At least five (5) Business Days prior to the vehicle delivery to the Site, the Contractor shall arrange for pre-delivery inspection with TTC Representative.
- .4 At least five (5) business days prior to delivery to the following Site, the Contractor shall contact TTC Representative and the Non-Revenue Foreperson/ Sr. Foreperson to arrange delivery and deliver all vehicles between the hours of 7:30 AM to 3:30 PM. For delivery address, refer to Specification 4.1.
- .5 The Contractor 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 Work Schedule as specified in the Contract Documents. The Purchase Order number and/or the Contract 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.

- .6 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.
- .7 If the shipment is originating from outside Canada, the Contractor shall contact the TTC's DSV Sea & Air representative, Joanne Maloney, at phone number: 1-905-262-5078 ext.2610 or by E-mail at [joanne.maloney@ca.dsv.com](mailto:joanne.maloney@ca.dsv.com) to arrange for customs clearance. For goods originating in the United States or Mexico, a statement of origin compliant with the regulations under the USMCA must be provided with the invoice and packing slip and attached to the shipment of Products
- .8 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.

#### **SC9 DEFICIENCIES AND WARRANTY**

- .1 The Contractor shall promptly correct at its own expense any defect or deficiency in the workmanship or material which appears within a period of one (1) year from date of Final Acceptance Certificate from the TTC or such longer period of time as offered from the Contractor or its Subcontractor. Neither inspection, testing or acceptance by the TTC of the Work, nor confirmation of receipt, nor partial or final payment or any provision of the Contract shall relieve the Contractor of this responsibility. The Contractor shall be responsible to remedy such defects and/or omissions at no cost to the TTC and shall pay for any damage to other work resulting from such defects and/or omissions. The Contractor shall be responsible for any transportation, and/or courier requirements and all costs therefore. All warranty work shall be arranged by the Contractor to be performed within 200 km.

#### **SC10 SURVIVAL UPON TERMINATION**

- .1 The rights and obligations of the Contract as set out in the following Subparagraphs shall survive abandonment or termination for any reason, even in such cases where termination is improper, invalid or wrongful:
  - .1 GC1 DEFINITIONS of Section 00 72 00;
  - .2 GC2 LANGUAGE OF THE CONTRACT of Section 00 72 00;
  - .3 GC3 INTENT OF CONTRACT of Section 00 72 00;
  - .4 GC7 PROPRIETARY RIGHTS of Section 00 72 00;
  - .5 GC13 TERMINATION FOR DEFAULT of Section 00 72 00;
  - .6 GC19 SETTLEMENT OF DISPUTES of Section 00 72 00;
  - .7 GC20 TERMINATION FOR CONVENIENCE of Section 00 72 00;
  - .8 GC21 RECORDS AND AUDIT of Section 00 72 00;
  - .9 GC23 PROHIBITION AGAINST GRATUITIES of Section 00 72 00;
  - .10 SC1 SCOPE OF SUPPLEMENTARY CONDITIONS of Section 00 73 00;
  - .11 SC5 CONTRACT DOCUMENTS of Section 00 73 00;
  - .12 SC6 INDEMNIFICATION of Section 00 73 00;

- .13 SC9 DEFICIENCIES AND WARRANTY of Section 00 73 00;
- .14 SC12 TITLE of Section 00 73 00;
- .15 SC14 CONTRACTOR WORK PERFORMANCE RATING of Section 00 73 00;
- .16 SC15 SET OFF of Section 00 73 00;
- .17 And any other Contract provisions or clauses referred to in any of the foregoing.

#### **SC11 TERM OF THE CONTRACT**

- .1 The Term of the Contract shall be eighteen (18) months from the date of Notification of Award with the option to extend the Contract for one (1) year period at the TTC's sole discretion. In the event that the TTC requests a contract extension, any adjustments to the Unit Prices will be mutually agreed upon between the TTC and the Contractor and a Contract Amendment, with the agreed upon Unit Prices for the additional year period, will be issued to extend the Contract term.
- .2 The Contractor will be notified by the TTC's Representative of any necessary extension prior to the end of the initial eighteen (18) month term. Upon notification, the Contractor shall confirm that the technical requirements as detailed in the Specifications continue to be met or shall provide details of any changes to the technical requirements for review by the TTC's Representative.

#### **SC12 TITLE**

- .1 Immediately upon issuance of the Final Acceptance Certificate for each item of Product, full legal title to each item of Product described in said certificate shall pass to and become the sole property of the TTC, free and clear of all security interest and all other claims whatsoever.
- .2 Notwithstanding payment and passage of title to portions of the Work, material produced and received, the Contractor shall indemnify the TTC against damage or loss of these portions of the Work, materials produced or received until delivery of the Products to the Site.

#### **SC13 NON-RESIDENT WITHHOLDING TAXES**

- .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.

- .2 If a Contractor 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

The Contractor 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.

#### SC14 CONTRACTOR WORK PERFORMANCE RATING

- .1 TTC shall, during the term of a Contract, maintain a record of the performance of the Contractor completing the Contract for TTC. This information shall be used to complete a "Contractor Performance Review" report, a copy of which will be provided to the Contractor upon completion. (See attached Appendix I "Contractor Performance Review" form). "Contractor Performance Review" reports may be issued, as deemed appropriate by TTC, at any time during the term of the Contract. The "CONTRACTOR PERFORMANCE REVIEW PROCESS" is located on TTC's website at: <https://www.ttc.ca/transparency-and-accountability/policies/Materials-and-Procurement-Policies/contractor-performance-review>, 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. TTC reserves the right to use any version of the "CONTRACTOR PERFORMANCE REVIEW PROCESS" issued or in effect during the term of the Contract.
- .2 TTC will consider the performance rating of the Contractor for Work performed for TTC, the City of Toronto or any of the City of Toronto's Agencies, Boards, Commissions or Corporations, and it may be considered in the evaluation of future bids from the Contractor.

#### SC15 SET-OFF

- .1 The TTC shall have the right to satisfy any amount from time to time owing by it to the Contractor by way of a set-off against any amount from time to time owing by the Contractor to the TTC, including but not limited to any amount owing to the TTC pursuant to the Contractor's indemnification of the TTC and the TTC's right to collect liquidated damages.

#### SC16 TTC SUPPLIED PRODUCTS

- .1 Products supplied to the Contractor under the Contract by TTC at no charge shall be known as "TTC Supplied Products". Such Products shall be exclusively for incorporation into the Work. Title to such material shall remain with TTC. All excess TTC Supplied Products shall be held for disposition as instructed by TTC.
- .2 Unless otherwise specified, TTC Supplied Products will be supplied free on board (FOB) to a location designated by the Contractor, which must be approved by TTC. TTC will pay shipping costs and remain responsible for TTC Supplied Products until delivered to the location designated by the Contractor.
- .3 The Contractor shall minimize scrap and wastage in its use of TTC Supplied Products. Excessive usage and waste, caused by failure to use good practices, shall be to the Contractor's account.
- .4 The Contractor shall be liable for the repair or replacement of any TTC Supplied Product which becomes damaged or lost for any reason whatsoever while in the custody or control of the Contractor or at the location designated by the Contractor.
- .5 In those instances where TTC Supplied Products are being supplied on a continuing basis for use in the Work the following shall apply:
  - .1 The Contractor will be notified in advance of the description, source, and delivery dates of TTC Supplied Products.
  - .2 The Contractor shall be responsible for:
    - .1 Examining TTC Supplied Products on receipt for completeness, proper type and possible damage;

- .2 Acknowledging receipt of each shipment through TTC and notifying TTC of any damage or shortages; and
- .3 Notifying TTC of all surplus TTC Supplied Products, including scrap and turnings.
- .3 The Contractor shall be responsible for segregating and holding TTC Supplied Products in a safe place at all times to ensure against its loss, damage or deterioration.
- .4 The Contractor shall maintain a system of inventory control and records of TTC Supplied Products acceptable to TTC. Such system shall include, as a minimum, records of TTC Supplied Products, received, incorporated into the Work, surplus to requirement, or considered scrap.
- .5 TTC shall have free access, at all reasonable times, to the storage premises of the Contractor for the purpose of verifying records and auditing inventories of TTC Supplied Products in the custody or control of the Contractor.
- .6 Following completion of the Work, the Contractor shall pack all surplus/scrap TTC Supplied Products, separately, and arrange shipment of same, FOB a destination to be designated by TTC within the City of Toronto. The Contractor shall pay shipping costs and remain responsible for the surplus/scrap
- .6 TTC Supplied Products until delivered to the location designated by TTC.

#### **SC17 RESPONSIBILITY FOR DESIGN**

- .1 The Contractor shall be in all respects responsible for the design of the Work and shall prepare, from the Specification, and authorized changes, necessary working drawings and schedules of material and equipment for the Work. The Contractor shall ensure that the equipment is complete and operational, and is able to fulfil its intended purpose.
- .2 The Contractor shall submit to the TTC's Representative for approval such drawings, samples, patterns and models as required by the Specification or as the TTC's Representative may reasonably request and on which the Contractor may require guidance. In these instances no manufacture or procurement shall be undertaken prior to receipt by the Contractor of approval by the TTC's Representative in writing.
- .3 Drawings, samples, patterns and models which require explanation or discussion shall be presented by the Contractor or his representatives in person to the TTC's Representative or his representatives. The Contractor shall ensure that personnel sent to such discussions are thoroughly aware of all necessary details.
- .4 Within 14 calendar days after receipt of such drawings, samples, patterns and models, the TTC's Representative shall signify his (a) approval if they conform to the Contract Documents, or (b) rejection if they do not. Copies of all drawings which require approval shall be provided in quadruplicate by the Contractor and shall be signed by both parties. Three of the copies so signed shall be retained by the TTC and the fourth copy by the Contractor.
- .5 Drawings signed as above described shall not be departed from except as provided in GC17 - CHANGES IN THE WORK.
- .6 The approval of the TTC's Representative does not in any way relieve the Contractor of responsibility for the adequacy of the design and material specified thereby.

**SC18 COVID-19 PANDEMIC COSTS**

- .1 The Contractor shall be responsible for, and bear all risks of, at its own expense, all services, Products, equipment and any other expense required as a result of COVID-19 to perform the Work to mitigate risk to, or maintain, the health and safety, including, but not limited to:
  - .1 delays;
  - .2 coordination;
  - .3 productivity impacts;
  - .4 personal protective equipment;
  - .5 testing;
  - .6 cleaning products and services;
  - .7 additional facilities required to maintain social/physical distancing requirements; and
  - .8 any other services, Products and equipment required by any government, public authority or public health authority order, recommendation, direction, or emergency regulation, Applicable Laws, or that the Contractor, and/or TTC, deem necessary for the period from Notification of Award to Contract Completion;
- .2 The Contract Price includes the cost of all services, Products, equipment and any other expense required as a result of COVID-19 to perform the Work to mitigate risk to, or maintain, the health and safety in accordance with the Contract and Applicable Laws, any government, public authority or public health authority order, recommendation, direction, or emergency regulation, including, but not limited to, delays, coordination, productivity impacts, personal protective equipment, testing, cleaning products and services, additional facilities required to maintain social/physical distancing requirements, and any other services, Products and equipment the Contractor, and/or TTC, deem necessary.
- .3 Subject to GC14 – CONTRACTOR’S RESPONSIBILITIES of Section 00 72 00, if a New COVID-19 Force Majeure Event causes or results in the Contractor incurring:
  - .1 an increase in costs;
  - .2 a delay to the latest expressly accepted Contract Schedule, Revised Contract Schedule, Work Order Schedule or Revised Work Order Schedule, as applicable, in effect as of the date of the New COVID-19 Force Majeure Event, with the effect that the Milestone(s) or Contract Time are affected; or
  - .3 any other impact;

the Contractor’s sole remedy is a non-compensable extension to any affected Milestone(s) or Contract Time. Upon notification by the Contractor of a New COVID-19 Force Majeure Event, in accordance with GC31 – CLAIMS AND CONTINUANCE OF THE WORK of Section 00 72 00, the non-compensable time extension will be granted to any affected Milestone(s) or Contract Time, to the extent affected by the New COVID-19 Force Majeure Event. The Contractor shall not be entitled to any compensation on account of any extension to any Milestone(s) or Contract Time under SC18. Further, TTC shall have no liability to the Contractor for Losses incurred by the Contractor as a result of any New COVID-19 Force Majeure Event.
- .4 If a New COVID-19 Force Majeure Event prevents or delays TTC from performing any obligation under the Contract, TTC shall be relieved from any liability or consequence

- under this Contract to the extent that, and for so long as, TTC is affected by the New COVID-19 Force Majeure Event and the Contractor's sole remedy is a non-compensable extension as set out in SC18.3.
- .5 In respect of each GC31 Claim Notice submitted by the Contractor for a New COVID-19 Force Majeure Event, the Contractor, as a part of the GC31 Claim Statement applicable to such GC31 Claim Notice, shall submit the applicable details in respect of an extension to the Contract Schedule, Revised Contract Schedule, Work Order Schedule, Revised Work Order Schedule, Contract Time, or any Milestone(s), any period(s), part(s) or portions(s) thereof, as applicable. If requested by TTC, the Contractor shall provide a detailed Schedule Delay Analysis supporting the Contractor's request and any additional supporting documentation as requested by TTC.
- .6 Changes to the Contract Schedule, Revised Contract Schedule, Work Order Schedule, Revised Work Order Schedule, Milestone(s) or Contract Time under SC17 shall be administered by issuance of a Contract Change, unless TTC and Contractor cannot mutually agree to an extension of time then TTC at its sole discretion may determine the length of the extension the Contractor is entitled to and grant an extension of time accordingly by issuance of a Contract Amendment.
- .7 The Contractor, at its own cost and risk, shall ensure it takes any necessary action required by Applicable Laws, any government, public authority or public health authority order, recommendation, direction, or emergency regulation, to perform the Work and to mitigate any safety, health, environmental, social, emergency or other risk related to COVID-19.
- .8 TTC may determine, at its sole discretion, that the Contractor has not met its obligation set out in SC18.7 and require the Contractor to take any additional measures required to perform the Work in order to comply with Applicable Laws, any government, public authority or public health authority order, recommendation, direction, or emergency regulation, related and to mitigate any safety, health, environmental, social, emergency or other risk related to COVID-19.
- .9 The Contractor shall not be entitled to any adjustments to the Contract Price for any action taken under SC18.7 or SC18.8.

#### **SC19 AUTHORIZATION TO PROCEED**

- .1 The Contractor shall not proceed with the Work unless authorized by the TTC's Representative in the form of an authorization to proceed as indicated therein and only to the upset limit amount stated in the authorization to proceed, notwithstanding the total upset limit price established for the Contract.
- .2 Upon request of the TTC's Representative, for the purchase of a type and configuration of vehicle as specified in the Contract Documents, the Contractor shall promptly respond with detail which shall include the anticipated time of vehicle delivery to TTC.
- .3 Upon approval by the TTC of the requested detail, the TTC will issue a corresponding "authorization to proceed" authorizing the Contractor to provide the required vehicle.
- .4 The upset limit price for each authorization to proceed shall be in Canadian funds, not subject to adjustment, unless agreed otherwise in writing, and shall be inclusive of all costs in accordance with the Contract Documents.

#### **SC20 EVIDENCE OF APPENDIX 1 - TECHNICAL REQUIREMENTS**

- .1 Within ten (10) days from the Notification of Award and prior to the commencement of Work, the Contractor shall submit for review and acceptance of Appendix 1 -Technical

- Requirements and provide the technical description to TTC, on the TTC's form, of the various parts of the Work.
- .2 Should TTC determine in its sole discretion that the Appendix 1 – Technical Requirements submitted by the Contractor is unsatisfactory in any respect and for any reason whatsoever, it shall forthwith advise the Contractor of such determination and the reasons therefore and the Contractor shall forthwith revise and resubmit of a character satisfactory to TTC.

END OF SECTION

**Contractor Performance Review – [INTERIM] [FINAL]****CONFIDENTIAL**

Bid No.: .....

Contractor: ..... Contract No.: .....

Contractor's Representative: .....

Contract Title: .....

Scope of Work: .....

Contract Value: Original - ..... Final - .....

Completion Date: Scheduled - ..... Actual - .....

**RATINGS**

Use the appropriate rating for each category:

**VERY POOR - 1****POOR - 2****SATISFACTORY - 3****GOOD - 4****VERY GOOD - 5**

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

★ ★ ★ ★ ★ ★ ★

**1 PLANNING AND SCHEDULING****RATING**

Plans and schedules work correctly, meets contract milestones: communicates potential schedule changes and reasons for same: updates work schedules as required. ....

**2 TECHNICAL AND PROFESSIONAL KNOWLEDGE**

Demonstrates thorough knowledge of all aspects of the work, and is aware of the latest developments in the industry and employs them as applicable. ....

**3 COMMUNICATIONS**

Transmits ideas clearly, keeps all appropriate people informed of activities, encourages communication within Contractor's organization as well as with TTC. ....

**4 CO-OPERATION**

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

**5 WORKMANSHIP**

Performs work in compliance with contract drawings and specifications using a competent workforce and the proper equipment and materials; minimizes deficiencies. ....

**6 SUPERVISION OF WORK**

Provides competent and full time (where appropriate) supervision; directs workforce efficiently and effectively and has full knowledge and control of site activities. ....



## SECTION 00 73 00 – APPENDIX I

Page 2

### 7 CONTRACT ADMINISTRATION

Maintains a suitable office administrative staff to submit work schedules and updates, contract changes etc. correctly and on time.

.....

### 8 CLAIMS ADMINISTRATION

Provides notice of contract claims as required in the contract; submits justified and reasonable costs for same.

.....

### 9 SUBMITTALS

Submits all required drawings, data and documentation in accordance with the contract requirements (i.e. shop drawings, material samples, as-built drawings, etc.).

.....

TOTAL RATING .....

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 HEAD

RETURN COMPLETED FORM TO:  
ATTENTION:

MATERIALS AND PROCUREMENT  
PROJECT PROCUREMENT SECTION

F17-R2



## APPENDIX II

# Toronto Transit Commission Acceptance Certificate

Contract Description	Contractor	Certificate No. <i>TTC NRV- 1</i>
----------------------	------------	--------------------------------------

### FINAL ACCEPTANCE

Date Vehicle Received on TTC Property: \_\_\_\_\_  
Day Month Year

#### A. VEHICLE DESCRIPTION

\*\*\*\*\*

<u>TTC Fleet No.</u>	<u>Model No.</u>	<u>Type</u>	<u>Serial No.</u>
.....	.....	.....	.....

This vehicle was found to be ☒ complete  
☐ incomplete in respect of the following list of deficiencies

a) Outstanding deficiencies/deadline for correction

\_\_\_\_\_

\_\_\_\_\_

#### B. RECOMMENDATION FOR PAYMENT

I hereby authorize the issuance of this Final Acceptance Certificate and recommend payment to the contractor as per GC1.1.1 Completion for Acceptance and SC2 Terms of Payment.

_____ NRV Inspector	Date: _____ Day Month Year
_____ NRV Fleet Supervisor	Date: _____ Day Month Year
_____ Project Manager	Date: _____ Day Month Year



## **SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213**

### **1 BACKGROUND**

- 1.1 The Toronto Transit Commission (TTC) is responsible for establishing, operating and maintaining a city-wide passenger transportation system that transports millions of passengers on a daily basis and employs more than 15,000 people in a union and non-union environment, with offices and multiple locations spread throughout the Greater Toronto Area (GTA). The TTC has grown to become one of the most visible and essential public service organizations in the GTA.
- 1.2 The TTC is a major purchaser of goods and services with the goal of continuous service improvement, which is currently supported by an estimated 1000 Non-Revenue vehicles.

### **2 SCOPE OF WORK**

- 2.1 The following lists the TTC's minimum requirements for the purchase of one (1) new latest model EE Rated Operator Up Bin Picker as an addition to TTC fleet for use in TTC M&P Sheppard Warehouse.
- 2.2 Option A - Additional Units: The TTC may purchase one (1) or more additional units of any equipment described in these specifications in accordance with the pricing established in Appendix C – Optional and Alternative Pricing.
- 2.3 This EE Rated Operator Up Bin Picker shall operate indoors within a Flammables room and perform tasks at low speed and stationary under full load. The vehicle will be operating inside a TTC warehouse. Information on the operating conditions are listed below. The vehicle must be able to navigate through the door separating the flammables room from the rest of the warehouse, dimensions listed below.
- 2.4 Anticipated temperature conditions ranging from 0°C to 50°C (32°F to 122°F) are expected.
- 2.5 Refer to attached reference documents Appendix 1 – 4 at the end of this specification.
- 2.6 The forklift truck and associated equipment must adhere to all the standards of C.S.A. and ANSI B56.2/1975 and CSA B335-15 for Powered Industrial Trucks, must be EE Rated, as well as all other relevant standards, regulations, legislation, codes, common practice, etc.

### **3 APPROVED EQUIVALENT**

- 3.1 The Contractor must conform to the Specifications herein, however, substitutions of products may be considered during Pre-Production meeting for TTC review provided that:
  - 3.1.1 Complete Product information is submitted for the TTC review and approval.
  - 3.1.2 All data relating to changes in the Contract Schedule, if any, and relating to other Work have been submitted.
  - 3.1.3 The same warranty or greater is given for the substitution as for the original Product specified.
  - 3.1.4 All claims are waived for additional costs related to the substitution that may subsequently arise.
  - 3.1.5 Installation of the accepted substitution, if applicable, is coordinated with the Work and full responsibility is assumed when substitutions affect other work.
- 3.2 The Contractor must conform to the Specifications herein, however, substitutions to methods or processes described in the Specifications or Contract Drawings may be proposed for TTC review provided that:
  - 3.2.1 Time spent by TTC in reviewing the substitution request is not to be the basis for a claim for extensions to the Milestones. Allow a minimum of twenty-eight Days for TTC to review the



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

substitution request following the receipt of the information required. Contractor will be solely responsible for delays arising as a result of the review by TTC of any request for substitution.

- 3.3 TTC may reject any request for substitution at any time in the process if, in the opinion of TTC, the proposed substitution may:
- 3.3.1 Delay or adversely affect the Contract Schedule or disrupt the Work of the Contractor or Other Contractors.
  - 3.3.2 Require substantial revision to the Specifications and/or Contract Drawings.
  - 3.3.3 Not offer any benefit to TTC.
- 3.4 Do not substitute Products unless such substitutions have been reviewed and accepted for the Work by TTC.
- 3.5 Accepted substituted Products are subject to inspection by TTC and testing procedures. Install accepted substituted Products only after review and receipt of written acceptance from TTC.
- 3.6 When a Product is specified by reference to a standard or by prescriptive or performance Specification, upon request of TTC, obtain from the manufacturer, an independent testing laboratory report indicating that the Product meets or exceeds the specified requirements.

## 4 DELIVERY

- 4.1 Delivery Location – All vehicles shall be delivered between the hours of 7:30 AM to 3:30 PM, Monday through Friday and delivered to:
- Vehicles are to be delivered to:  
Toronto Transit Commission  
Central Distribution Center (CDC)  
2233 Sheppard Ave. West  
Toronto, ON  
M9M 2Z7  
Attention: Senior Foreperson
- 4.1.1 Contractors must contact the TTC Warehouse Project Lead prior to making delivery.
  - 4.1.2 Truck to be delivered in completed state by the Contractor.
  - 4.1.3 Contractors shall ensure a pre-assembly inspection is completed by TTC and the vehicle is acceptable prior to delivery.
- 4.2 Estimated Quantities - refer to summary table below for 'Estimated Quantities'
- 4.2.1 Estimated quantities are intended to provide proponents with an idea of TTC's anticipated requirements

Quantity	Unit No. Existing	New Unit No.
1	ADD-21-FP-SE-33	F125

- 4.3 Delivery Milestones
- 4.3.1 An example of a table showing possible milestones is provided in Appendix 4 at the end of this section.
  - 4.3.2 TTC and the Contractor will establish further milestones, key dates, health metrics and a delivery date at a Pre-Production meeting after Notification of Award. A review of the situation



## **SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213**

created by the supply chain and the impact to vehicle deliveries will be considered for determination of reasonable delivery timelines during the pre-production meeting.

### **5 OPTIONAL EQUIPMENT / PRICING**

- 5.1 Optional Equipment listed are for consideration based on pricing in accordance with Bid Form Appendix C.

### **6 TRAINING**

- 6.1 Training details shall be confirmed at pre-production meeting.
- 6.2 At the TTC's request the Contractor shall provide, at the Contractor's expense:
- 6.2.1 One (1) day of training to the TTC employees and trainers who will operate the completed vehicles, at a facility provided by the TTC.
  - 6.2.2 One (1) day of support for the TTC's curriculum development team, with appropriate material to support TTC's training curriculum.
- 6.3 Training Materials Manuals and Training Documents to be available at or before delivery. The Operations Training Center (OTC) requires consent to reproduce (copyrighted) and/or display any Contractor's material that would be used in the training sessions for TTC users. Training group contact person to be named after contract award. Training Materials - list all training materials such as:
- Service and Operator Manuals
  - Design drawings and schematics of mechanical and electrical systems
  - Accessory and Parts manuals
- 6.4 Electronic copies of manuals and training documents are to be sent to the TTC representative for distribution.

### **7 DECALS**

- 7.1 Unit to come complete with all appropriate safety and warning decals, all switches, levers, controls, etc. to be labelled with durable, permanent labels (i.e. Lamacoid), tape labels are not acceptable.
- 7.2 Permanent large durable label to be mounted in an easily viewable location containing at least: OEM and dealer information, model, model year, serial number, rated capacity, system voltage and weight with and without batteries in both kg and lb
- 7.3 Weight plaque intended to aid operators determine how to move, or trailer, the equipment in case of maintenance or should breakdown occur
- 7.4 Plaque of certification indicating conformance to applicable industry standards and guidelines
- 7.5 Option B: Installation of TTC Specific Decal Package – Appendix C



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### 8 Specification:

- 8.1 The following lists the TTC's general requirements for the purchase of one EE Rated Operator Up Bin Picker with an estimated Usage of 100 cycles per day.
- 8.2 During the term of the Contract, the Contractor may request for approval of an equal which will be subject to the Approved Equivalent process as specified in item 3 within this section.
- 8.3 In accordance with SC 20 – the Contractor shall provide descriptions for items identified as Appendix 1 in the table below.

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.4.1	Type Appendix 1	EE Rated Operator up Bin Picker. Unit must meet the operational parameters outlined in this table
8.4.2	Year	Newest Model at time of purchase – 2023 or newer.
8.4.3	Make	
8.4.4	Model	
8.5.1	Weight Appendix 1	Weight information - Maximum including Battery and all accessories.
8.5.2	Weight Label	Weight and capacities (including batteries installed on the unit) must be stated on a permanent durable plaque (i.e. Lamacoid) mounted in an easily viewable location
8.5.3	Load Capacity Appendix 1	Nominal load capacity of 2500 lbs capacity from ground level up to 19 feet (228") A reduction in capacity at full extension is acceptable, state derated values
8.5.4	Allowable Load at Maximum Fork Height Appendix 1	2000 lbs capacity at maximum lift height of 19 feet (228 inches)
8.6.1	Fork Dimensions Appendix 1	Minimum Length 42 inches (1067 mm) Minimum Width 4 inches (102 mm) Thickness of 1.5 inches (38 mm)



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.6.2	Fork Rating	To capacity of forklift (Minimum) as stated in 8.5.3.
8.6.3	Width Across-the-Forks Appendix 1	25 inches across the forks minimum
8.7.1	Mast Type / Stages	2 or 3 Stage mast required
8.7.2	Primary Mast Height	Mast Height minimum of 240 inches while raised
8.7.3	Mast Height Lowered	Lowered Height maximum 95 inches
8.7.4.1	Auxiliary Mast Height	An auxiliary mast is required that provides possibility to lift the load to height convenient for operator loading / unloading. Maximum 32 inches above operator platform and expected lift height of 20 inches min
8.7.4.2	Auxiliary Mast Controls	Auxiliary mast to have load facing controls for lifting / lowering the load.
8.7.5	Option C: Wire Guidance	Wire Guidance (ref - 6.25 kHz, 78 mA RMS). Ability to limit speed based on wire guidance and operation. Placement to be determined at pre-production meeting
8.7.6	Drive System	AC traction motors + AC hydraulic motor and controller.
8.7.7	Steering	Full Electronic Power Steering
8.7.8	Drive Speed	Forward approximately 0-10.5 km/h (0-6.5 mph) Reverse approximately 0-9 km/h (0-5.6 mph)
8.7.9	Drive Controls	Infinitely variable forward & reverse Controls Easily accessible to operator, thumb controls for Forward and Reverse.



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.8.1	Horn	Electric horn clearly labeled and within easy reach of operator
8.8.2	Brakes	Electromagnetic spring loaded on drive and load wheels Engage when foot removed from operator presence switch
8.8.3	Emergency/Parking Brake	Electric – automatic applied and foot release
8.8.4	Tires – Front	Two front wheels/tires, Vulkolan non-marking or equivalent
8.8.5	Tires – Rear	One rear wheel/tire, Vulkolan non-marking or equivalent
8.9.1	Dimensions - Overall Width Appendix 1	Nominal 40 inches (1015 mm)
8.9.2	Dimensions - Overall Length Appendix 1	Nominal length to fork face 78 inches expected
8.9.3	Dimensions - Overall Height	Maximum height with mast collapsed to be 120 inches
8.9.4	Dimensions - Ground Clearance	Minimum 1.5 inches (38mm)
8.10.1	Wiring	<p>Shall be of proper capacity. Wiring to be in nylon vapour-proof tubing when run through areas where flammable or explosive gases may be present</p> <p>All wiring to be waterproof, neat, using grommets, cable clamps, and conduit or looms to secure the same</p> <ul style="list-style-type: none"> <li>• All connections to be soldered and heat shrunk</li> <li>• Junction boxes are to be compatible with a sealed harness system</li> <li>• All terminals shall be insulated type</li> <li>• Electrical tape is not acceptable for covering and sealing electrical connections</li> </ul>





## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
		<ul style="list-style-type: none"> <li>All electrical installations must meet all current ESA requirements and regulations. Certification is required before acceptance of completed unit (no exceptions)</li> </ul>
8.10.2	Wiring Provisions	Rough-in for accessories such as a camera to be provided
8.11.1	Working Lights	Two (2) forward facing LED headlights or work lights mounted in overhead guard;
8.11.2	OHG mounted Lights	Operator area lighting - LED
8.11.3	LED Strobe Lights	LED strobe lights front & back, active during traveling & lowering
8.11.4	Lighting – Alert Zone Warning - fore/aft	Blue alert projection lamps shall be aimed approximately 15 feet, in front and 10 feet to the rear of the Vehicle lower body.
8.11.5	Lighting – Alert Zone Warning – RH/LH	Red alert rectangular projection lamps shall be aimed approximately 2.5 feet, to the left and right side of the Vehicle lower body.
8.11.6	Lighting – Blue / Red Alert lights Manufacturer	Blue / Red - Projected Lights by Hamsar – model number XWL-812   LED safety light or equivalent. - information about this product may be found at: <a href="https://hamsar.com/product/xwl-812-blue-led-safety-light/">https://hamsar.com/product/xwl-812-blue-led-safety-light/</a>
8.11.7	Lighting Switch location	Conveniently located within easy reach of operator - switch location to be determined after Notification of Award
8.11.8	Amber Beacon Light	Beacon - Amber, Single level low profile Super LED beacon, Whelen L32LAF Single level low profile Super LED beacon or equivalent.
8.11.9	Beacon Light Control	Relay - for 'Beacon Light', a Bosch style 5-terminal, 30 - 40 Amp, single throw (ST), with molded connector to be installed - if Relay not provided from factory, then aftermarket to be provided - switch location to be determined after Notification of Award



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.12.1	Hourmeter	OEM factory hour meter <u>or</u> the following is to be provided analog display to 99,999.9 hours (Note: Must specify "100,000 hr version" when ordering from supplier), Honeywell model # 85094 or # 85097, with 9-64 VDC, or equivalent, to be mounted in easily viewable location for mechanics, unit to operate only when engine is running information may be found at... <a href="https://sps.honeywell.com/us/en/products/advanced-sensing-technologies">https://sps.honeywell.com/us/en/products/advanced-sensing-technologies</a>
8.12.2	Motion Alarm	Audible warning signal while in reverse or changing direction
8.12.3.1	Back-up alarm	White Sound Smart Back-up Alarm Self-Adjusting 5 to 10 dB above ambient, Multi-frequency broadband sound, Instantly locatable, Sound confined to danger area. Unit must eliminate noise nuisance; 87 – 107 dB units are required. Unit must be sealed to handle cleaning by pressure washer
8.12.3.2	Back Up Alarm – MFG	Brigade model SA –BBS-107 or equivalent
8.13	Fans	Two operator fans
8.14.1	Rear View Mirrors	Left and right mounted on overhead guard
8.14.2.1	Keys	Four (4) copies of keys for each unit to be provided
8.14.3	Horn	Electric Horn Horn buttons to be provided on the control handle, within easy reach of operator
8.14.4	Display	To show battery state of charge, fault codes, etc.
8.14.5	On-Board Diagnostic	Software to be available to program, test, and diagnose faults within unit



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.15	Colour	OEM Standard
8.16.1	Batteries – Type Appendix 1	State Battery Type
8.16.2	Batteries - Capacity	Continuous operation for two 8-hour shifts on a single charge
8.16.3	Batteries - Voltage	24V minimum expected Appropriate for expected conditions listed above throughout this specification
8.16.4	Batteries - Access	Easily accessible for inspection and charging Batteries to be mounted on rollers to allow for extraction of battery Must come complete with connector for charger in an easily accessible compartment.
8.16.5	Batteries - Alert	Provide dash mounted light / buzzer to indicate low battery, charging, and fully charged status
8.16.6	Batteries - Watering System	Easily fillable by operator with independent valves to prevent overfilling Indicator light to show status of battery
8.17.1	Charger – Type Appendix 1	must match battery(s) Offer year, make, model Automatic current tapering and termination
8.17.2	Charger – Supply	600V/3 Phase
8.17.3	Recharge Cycle	Maximum of 8 hours for full charge
8.17.4	Charger Control Panel	charger to come complete with output ammeter, light signaling state of charging, all necessary connectors, and cables of appropriate length, 10' (3m) minimum each



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.17.5	Charger Compliance	Apparatus connected to 60 Hz system must be C.S.A. / E.S.A. approved and meet Hydro Electric Power requirements
8.17.6	Charger additional items	Must come complete with DC output ammeter, plugs, sockets, and 10' min (3.05 m) output cable
8.18.1	Operator Station	Front console with front barrier Operator compartment to be closed off with barriers ('gates') and locked while in use and elevated Alarm to sound if gate is lifted while cab is not fully lowered
8.18.2	Operator Station - ROPS	If required by legislation, regulation, code, common practice, etc. then to be provided
8.18.3	Operator Station - FOPS	Must meet most current version or future-anticipated version of FOPS SAE J1043 and ISO 3449
8.18.4	Operator Station - Overhead Guard	OEM heavy duty overhead guard to be provided
8.18.5	Operator Station Dimensions Appendix 1	78 inches headroom expected minimum 27 inches platform length; 39 inches wide expected
8.18.6	Operator Platform – Anti Slip – Anti Fatigue	Anti-Fatigue – Anti Slip platform covering is required
8.18.7	Operator Station - Step	Height of step entering operator station to be as low as possible, 10 inches (254 mm) or less from the ground.
8.18.8	Operator Presence Detection Switch	Operator Presence Detection Switch (AKA Dead Man Switch) to be provided
8.18.9	Operator Station - Assist Handles	To be provided on entry point of operator compartment within easy reach of operator
8.18.10	Operator Storage compartments	Provide storage compartment for documents, Tablet Provide Drink cup holder



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Item	Feature	Requirement EE Rated Operator Up Bin Picker
8.19	Load Weight Display	Labeled and easily visible to the operator, indicating weight of the load on the forks to 3% accuracy on the first stage of the mast in lbs and kg
8.20.1	Anchor - Fall Arrest Tether	Anchoring system for retractable operator tether to be provided
8.20.2	Option D: Retractable Operator Tether	Retractable operator tether with body harness / body belt
8.21	Fire Extinguisher	5 lbs. Amerex model # A500TX (ABC rated), or equivalent, (mounting location to be determined after Notification of Award)
8.22	Option E: Additional Accessories	Additional accessories that may improve the safety or operating characteristics of any unit in this specification.
8.23	Option F: Circle Check Computer	Provide Circle check computer that is also connected to PLC interlock – Unit electronic control system



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### 9 MANUALS

- 9.1 Manuals - all applicable manuals must be supplied with the completed EE Rated Operator up Bin Picker
- 9.2 Internet Download or USB electronic copy or printed as noted in table.

Item No	EE Rated Operator Up Bin Picker	Manual Format - Requirement
9.3	Parts Manuals	Provide full Parts manual –Electronic copy
9.4	Service Manuals	Provide Service manual – Electronic copy
9.5	Operators Manuals	A digital copy shall be provided, and one (1) condensed (or full version) printed copy shall be provided on the equipment in a secured durable permanent weather proof compartment. Information about durable weather proof compartments may be found at... <a href="http://www.manual-pak.com">www.manual-pak.com</a>
9.8	Electrical Manuals (including schematics)	Provide electrical system schematics and manuals.
9.9	Mechanical Drawings for non-OEM Work Appendix 1	AutoCAD 2000, or Solid Edge electronic copy, (confirm format)
9.10	Option G: Maintenance Package	Propose a Maintenance Package that provides maintenance and service as per the OEM recommended maintenance schedule that may include but is not limited to annual inspection and servicing including brakes, axles, suspension, tires, electrical lighting etc.
9.11.1	Listing of Maintenance spares	Provide a listing of maintenance spares, they may include tires, filters, batteries, fuses and other consumables
9.11.2	Listing of Common Replacement Parts	Provide a listing of common replacement parts, they may include chains, motors, forks, switches etc.
9.11.3	Listing of Complex or Long Lead Parts	Provide a listing of complex or long lead parts, they may include electronic parts (ECU's, controllers etc), transmissions and other complex parts
9.12	Other (state) Appendix 1	Provide Manuals for Accessories. (confirm for equipment provided)



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### 10 WARRANTY

- 10.1 Warranty - complete all applicable warranty information
- 10.2 In accordance with SC9, it is expected that warranty repairs are to be conducted on-site, (TTC). Should the Contractor be unable to provide this requirement, then the Contractor must make the necessary arrangements with Non-Revenue vehicle/equipment maintenance supervisor to move equipment to the appropriate vendor/designate service centre.
- 10.3 Upon Notification of Award, the Contractor shall provide to the TTC Representative:
- 10.3.1 Address with phone number for where warranty will be performed.
- 10.3.2 Where applicable warrantable parts to be sent to TTC within 4 working days.

<u>Item</u>	<u>Standard Warranty</u>	Time (years)	Operating Time (hours)
10.4	Completed Unit	1 Year	
10.5	Frame	1 Year	
10.6	Corrosion and Paint	1 Year	
10.7	Motor	1 Year	
10.8	Transmission	1 Year	
10.9	Battery Charger	1 Year	
10.10	Batteries	1 Year	
10.11	Tires	1 Year	
10.12	Option H: Extended Warranty	Additional 2 years applicable to Section 10	
10.13	Other (state)		

### 11 PARTS AND SERVICE

- 11.1 Supply of replacement parts must be available within 4 Business Days of written requests during the warranty period. TTC will purchase and store long lead time parts as per the recommendation of the Contractor.



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### Appendix 1 Technical Requirements – PB 2213 – Forklift – EE Rated Operator Up Bin Picker

In accordance with SC20, the following listed sections shall be submitted to the TTC within 10 days from the Notification of Award.

Section 1 – Complete the table by entering values and descriptions

Item	Feature	Requirement Forklift – EE Rated Operator Up Bin Picker	Offer
8.4.1	Type	EE Rated Operator up Bin Picker. Unit must meet the operational parameters outlined in the following specification Estimated Usage: 100 cycles per day	
8.5.1	Weight	Provide Weight information - Maximum including Battery and all accessories.	
8.5.3	Load Capacity	Nominal load capacity of 2500 lbs capacity from ground level up to 19 feet (228") A reduction in capacity at full extension is acceptable please state de-rated values	
8.5.4	Allowable Load at Maximum Fork Height	2000 lbs capacity at maximum lift height of 19 feet (228 inches)	
8.6.1	Fork Dimensions	Min Length 42 inches (1067 mm) Min Width 4 inches (102 mm) Thickness of 1.5 inches (38 mm)	
8.6.3	Width Across-the-Forks	25 inches across the forks minimum	
8.6.4	Load Backrest	Load backrest required	
8.9.1	Dimensions - Overall Width	Nominal 40 inches (1015 mm)	
8.9.2	Dimensions - Overall Length	Nominal length to fork face 78 inches expected	
8.16.1	Batteries - Type	State Battery Type	





## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### Appendix 1 Technical Requirements – PB 2213 – Forklift – EE Rated Operator Up Bin Picker

In accordance with SC20, the following listed sections shall be submitted to the TTC within 10 days from the Notification of Award.

Section 1 – Complete the table by entering values and descriptions

Item	Feature	Requirement Forklift – EE Rated Operator Up Bin Picker	Offer
8.17.1	Charger - Type	must match battery(s) Offer year, make, model Automatic current tapering and termination	
8.18.5	Operator Station Dimensions	78 inches headroom expected minimum 27 inches platform length; 39 inches wide expected	
9.9	Mechanical Drawings for non-OEM Work	AutoCAD 2000, or Solid Edge electronic copy, (confirm format)	
9.12	Other (state)	Provide Manuals for Accessories. (confirm for equipment provided)	

### Appendix 1: Warranty Forklift – PB 2213 – EE Rated Operator Up Bin Picker - Coverage

Item	Standard Warranty	Time (years)	Operating Time (hours)
10.4	Completed Unit		
10.5	Frame		
10.6	Corrosion and Paint		
10.7	Motor		
10.8	Transmission		
10.9	Battery Charger		
10.10	Batteries		
10.11	Tires		
10.13	Other (state)		



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### Appendix 2: TTC Decal Placement example (positioning to be confirmed during Pre-Delivery Inspection)

#### 1.0 Purpose

To provide instructions for the placement of TTC Specific Decals required on Non-Revenue Equipment

#### 2.0 Scope

The following information is included:

- 2.1 TTC Logo Location – intended to have 360-degree visibility to identify machine as TTC property as much as possible. One positioned on front side where space permits and on RH / LH Side Panels centered as much as possible, located on fixed paneling.
- 2.2 Unit Number Placement – Intended to have 360-degree visibility as much as is practical to identify machine as TTC property.

RH / LH Panels located as high as possible and positioned to the rear of the Equipment  
photos of example shown:



Ref #	Description	Manufacture	Part #	TTC Stock Code	Qty / ea
2.1	Decal – TTC logo			066814	3
2.2	Decal Unit Number kit	TTC		n/a	3



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Appendix 3 \_\_\_\_\_ PB 2213

Inspection Checklist \_\_\_\_\_ EE Rated Operator Up Bin Picker

- 8.4.1 Type EE Rated Operator up Bin Picker.
- 8.4.2 Year (offer)
- 8.4.3 Make (offer)
- 8.4.4 Model (offer)
- 8.5.1 Provide Weight information - Maximum including Battery and all accessories.
- 8.5.2 Weight and capacities stated with batteries on a permanent durable plaque
- 8.5.3 Load Capacity Minimum load capacity of 2500 lbs
- 8.5.4 Allowable Load at Maximum Fork Height Minimum 2500 lbs at max lift of 19 feet
- 8.6.1 Fork Dimensions 42 inches L (1067 mm), Min 4 inches W (102 mm), 1.5 inches (38 mm)
- 8.6.2 Fork Rating To capacity of forklift (Min)
- 8.6.3 Width Across-the-Forks 25 inches minimum
- 8.6.4 Load Backrest
- 8.7.1 Mast Type / Stages 2 OR 3 Stage mast required
- 8.7.2 Primary Mast Height Mast Height minimum of 300 inches while raised
- 8.7.3 Mast Height Lowered Lowered Height maximum 90 inches
- 8.7.4.1 Auxiliary Mast Height Max 32 inches above platform and -lift height:
- 8.7.4.2 Auxiliary Mast to have load facing controls for lifting / lowering the load.
- 8.7.5 Option C: Wire Guidance Compatible with existing (ref - 6.25 kHz, 78 mA RMS)
- 8.7.6 Drive System Thumb controlled forward and reverse speed
- 8.7.7 Steering Electronic Power Steering
- 8.7.8 Drive Speed Forward approximately 0-10.5 km/h, Reverse approximately 0-9 km/h
- 8.7.9 Drive Controls Infinitely variable forward & reverse Easily accessible to operator
- 8.8.1 Horn Electric horn labeled and within easy reach of operator
- 8.8.2 Brakes Electromagnetic spring loaded on drive and load wheels
- 8.8.3 Emergency/Parking Brake Electric – automatic applied and foot release
- 8.8.4 Tires – Front Two front wheels/Tires
- 8.8.5 Tires – Rear - material and type
- 8.9.1 Dimensions - Overall Width
- 8.9.2 Dimensions - Overall Length



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Appendix 3 cont'd \_\_\_\_\_ PB 2213

8.9.3 Dimensions - Overall Height

8.9.4 Dimensions - Ground Clearance

8.10.1 Wiring in nylon vapour-proof tubing when run through areas where flammable or explosive gases may be present

- wiring to be waterproof, neat and secured, using grommets, cable clamps, and conduit or looms
- All connections to be soldered and heat shrunk
- Junction boxes are to be compatible with a sealed harness system
- All terminals shall be insulated type

**All electrical installations must meet all current ESA requirements Certification**

8.10.2 Wiring Provisions Rough-in for accessories such as a camera to be provided

8.11.1 Working Lights (2) forward facing LED headlights

8.11.2 OHG mounted Lights Operator area lighting - LED

8.11.3 LED Strobe Lights front & back, active during traveling & lowering

8.11.4 Alert Zone Warning - fore/aft Blue aimed approximately 15 feet, in front and 10 feet to the rear.

8.11.5 Alert Zone Warning – RH/LH - Red aimed approximately 2.5 feet, to the left and right

8.11.6 Lighting – Blue / Red Alert lights Manufacturer Hamsar – model number XWL-812 | LED.

8.11.7 Lighting Switch location within easy reach of operator –

8.11.8 Amber Beacon Light, Single level low profile Super LED beacon, Whelen L32LAF

8.11.9 Beacon Light Control Relay - for 'Beacon Light',

8.12.1 Hourmeter OEM factory hour meter or Hobbs

8.12.2 Motion Alarm warning signal while in reverse or changing direction

8.12.3.1 Back-up alarm White Sound Smart Back-up Alarm , Self-Adjusting

8.12.3.2 Back Up Alarm – MFG

8.13 Two operator fans

8.14.1 Rear view Mirrors Left and right mounted on overhead guard

8.14.2.1 Four (4) copies of keys

8.14.3 Electric Horn, buttons to be provided on the control handle, within easy reach of operator

8.14.4 Display to show battery state of charge, fault codes, etc.

8.14.5 On-Board Diagnostic Software

8.15 Colour OEM Standard

8.16.1 Batteries - Type

8.16.2 Batteries – Capacity for Continuous operation for two 8-hour shifts on a single charge



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

Appendix 3 cont'd \_\_\_\_\_ PB 2213

- 8.16.3 Batteries - Voltage
- 8.16.4 Batteries - Easily accessible for inspection and charging, mounted on rollers. Must come complete with connector for charger in an easily accessible compartment.
- 8.16.5 Batteries Alert - dash mounted light / buzzer to indicate low battery, and charging status
- 8.16.6 Batteries - Watering System with Indicator light to show status of battery
- 8.17.1 Charger – Type, year, make, model; Automatic current tapering and termination
- 8.17.2 Charger – Supply 600V/3 Phase
- 8.17.3 Recharge Cycle Maximum of 8 hours for full charge
- 8.17.4 Charger Control Panel complete with output ammeter, light signaling state of charging,
- 8.17.5 Charger Compliance C.S.A. / E.S.A. approved
- 8.17.6 Charger with DC output ammeter, plugs, sockets, and 10' min (3.05 m) output cable
- 8.18.1 Operator Station closed with ('gates') and locked while in use with alarm
- 8.18.2 Operator Station – ROPS If required
- 8.18.3 Operator Station – FOPS (label)
- 8.18.4 Operator Station - Overhead Guard
- 8.18.5 Operator Station 78 inches headroom, min 27 inches length; 39 inches wide
- 8.18.6 Operator Platform – Anti Slip – Anti Fatigue Anti Fatigue
- 8.18.7 Operator Station – Step Height 10 inches (254 mm) or less.
- 8.18.8 Operator Presence Detection Switch
- 8.18.9 Operator Station - Assist Handles
- 8.18.10 Operator Storage compartments for documents, Tablet and Drink cup
- 8.19 Load Weight Display with label
- 8.20.1 Anchor - Fall Arrest Tether
- 8.20.2 Option D: Retractable operator tether
- 8.21 Fire Extinguisher 5 lbs. Amerex
- 8.23 Option F: Circle Check Computer



## SPECIFICATION FOR EE Rated Operator Up Bin Picker PB 2213

### Appendix 4 Milestones - Example

Note that the table below is given as a reference for the milestones that TTC would like to track and be reported on for this project. This table is for information purposes only.

Milestone (REFERENCE ONLY – DO NOT FILL OUT TABLE)	Owner	Required Date	Achieved Date
Notification of Award	TTC		
Preproduction Meeting	Contractor		
Pre-paint Meeting	Contractor		
First Pre-Delivery Inspection	Contractor		
First Chassis received by TTC	Contractor		
Remaining Chassis received by TTC	Contractor		
All chassis received by TTC	Contractor		