

BID NO.: T11PJ19727

CONTRACT TITLE: Sheppard Station – Station Managers Office and Zone Hub

This Addendum forms part of the Bid Documents dated May, 2019, and amends the original Bid Documents as described below.

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).

For further instructions on Addenda refer to Section 00 21 00 Instructions to Bidders.

NOTE: THE CLOSING HAS BEEN EXTENDED:

FROM: 2:00 P.M. ON Thursday, June 6, 2019

TO: 2:00 P.M. ON Tuesday, June 11, 2019

1 PROCUREMENT AND CONTRACTING REQUIREMENTS

1.1 Revised Procurement and Contracting Section[s] pages listed below accompany and form part of this Addendum. Each page is marked at the bottom with the number of this Addendum. Only those pages which include wording that is bold italicized are listed below.

Section	Title	Page Number
00 21 00	Instructions to Bidders	1

END OF SECTION



**TORONTO TRANSIT COMMISSION
REQUEST FOR BIDS
FOR**

**SHEPPARD STATION
STATION MANAGERS OFFICE AND ZONE HUB
CONTRACT SH35-8
BID NO. T11PJ19727**

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

BID SUBMISSION TO: MERX ELECTRONIC BID SUBMISSION

May, 2019
Toronto Transit Commission

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APPENDICES

APPENDIX A – CONTRACTOR REFERENCE CHECK REPORT

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 TTC and the successful Bidder.
- 1.3 **Closing: Tuesday, June 11, 2019** by 2:00:00 p.m. Toronto time, through the use of MERX Electronic Bid Submission (EBS). Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- 1.4 **Contract Administrator:** Anna Spadafora E-mail: anna.spadafora@ttc.ca. The individual named in Paragraph 1.4 may, at his or her sole discretion, delegate any of his or her responsibilities as set out in the Bid Documents.
- 1.5 **Date, Time and Place of Site Tour:**
- 1.5.1 TTC will conduct a mandatory Site tour on Thursday, May 23, 2019 at 10:00 a.m. Toronto time for Bidders to examine the Site and adjacent premises. The Bidder's representative is not permitted within any Non-Public Areas of the Site unless accompanied by TTC's representative(s).
- 1.5.2 The Bidder's representative(s) should assemble at: Sheppard Station at the North Collector's Booth at 20 Sheppard Avenue West, North York, Ontario.
- 1.5.3 The Bidder's representative(s) shall wear the following safety apparel in order to attend the Site tour: Safety shoes, construction hard hat, safety glasses, and safety vest.
- 1.5.4 On-site parking will not be available for Site tour attendees.
- 1.5.5 The Bidder must have a representative present at the mandatory Site tour, and have signed the attendance sign-in sheet, in order for its Bid to be evaluated and accepted by TTC. A subsequent Site tour will not be conducted during the RFB period.
- 1.6 **Minutes for Site Tour:**
- 1.6.1 The minutes of the Site tour will be available via MERX to all listed companies.
- 1.7 **Submission Requirements:**
- 1.7.1 The Bidder shall submit the completed documents as listed below:
- 1.7.1.1 The executed Bid Form included as Section 00 41 00;
- 1.7.1.2 An executed Bid Bond form, included as Section 00 43 13 or in a form approved by TTC, in the amount of \$150,000.00. The Bid Bond shall be submitted in PDF format, and original shall be submitted within two Business Days upon request from the TTC, to the Contract Administrator identified in Paragraph 1.4;
- 1.7.1.3 The executed Agreement To Bond form included as Section 00 43 14, or in a form approved by TTC. The Agreement to Bond shall be submitted in PDF format, and original shall be submitted within two Business Days upon

request from the TTC, to the Contract Administrator identified in Paragraph 1.4;

1.7.1.4 A list of contracts of similar scope, nature complexity and cost completed within five years prior to the date of Closing, included as Section 00 45 13, or in a form approved by TTC, verifying the Bidder's ability to perform the Work forming the basis of this Contract. The information provided should include for each contract the following:

1.7.1.4.1 The names and telephone numbers of a representative of the owner and a representative of the appropriate consulting engineering firm or architectural firm involved in each listed contract which may be used for reference check purposes in accordance with Article 9. TTC reserves the right to request further references and/or further information.

1.7.1.4.2 A detailed description of the work performed highlighting the commonality and similarity of the work performed including relevant experience on the following:

1.7.1.4.2.1 Multi-disciplinary retrofit type projects involving civil, mechanical (including elevators), electrical and structural disciplines including the tie-in and interface with existing site structures and systems;

1.7.1.4.2.2 Projects with limited working and staging areas;

1.7.1.4.2.3 Projects in transit or similar operating environments involving complex constraints due to limited access and restrictive operating hours, various shifts and complex sequencing/staging of work required to accommodate continuous operations of the facility; and

1.8 **Pre-Qualified Companies: N/A**

1.9 **Certificate of Recognition:**

1.9.1 The Bidder (including every participant of a Joint Venture, if applicable) must be Certificate of Recognition (COR™) registered, with Infrastructure Health and Safety Association (IHSA), at the time of the Closing and for the duration of the term of Contract. The name identified on the COR™ registration must be exactly as stated in Section 00 41 00 (and any Joint Venture participant, if applicable).

1.9.2 Prospective Bidders who are not COR™ registered and wish to obtain information about the registration and certification are advised to contact:

Centre for Health and Safety Innovation (CHSI)
5110 Creekbank Road, Suite 400
Mississauga, Ontario
L4W 0A1
E-Mail: cor@ihsa.ca
Internet: www.ihsa.ca/cor
Telephone: 1-800-263-5024

2 DEFINITIONS AND INFORMATION

2.1 Additional Definitions:

- 2.1.1 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.
- 2.1.2 All capitalized terms unless otherwise defined in this Section shall have the meaning as set out in the General Conditions and/or Supplementary Conditions of the Bid Documents.
- 2.1.2.1 **“Addendum” or “Addenda”** means any documents as defined in Article 6;
- 2.1.2.2 **“Bid Documents”** means the Instructions to Bidders, Information Available to Bidders (if applicable), Bid Form, Bid Bond, Agreement to Bond, List of Similar Contracts Completed, General Conditions, Supplementary Conditions, Specifications, all Contract Drawings, any Addenda, and any other documents identified as being Submission Requirements in Paragraph 1.7;
- 2.1.2.3 **“Closing”** means, subject to any amendment by way of Addendum, the Closing date and time specified in Paragraph 1.3;
- 2.1.2.4 **“Contract Administrator”** means the person identified as such from time to time by TTC;
- 2.1.2.5 **“Instructions”** means this Section;
- 2.1.2.6 **“MERX”** means www.merx.com a web based electronic tendering system;
- 2.1.2.7 **“Submission Requirements”** means the submission requirements set out in these Instructions, and in particular the requirements set out in Paragraph 1.7;
- 2.1.2.8 **“Total Bid Price”** means the all-inclusive total price for performing all of the specified Work under the Contract.

2.2 Additional Information:

- 2.2.1 This RFB is available only through MERX, a web based electronic tendering system. For further information about MERX, call 1-800-964-MERX or visit the MERX website at www.merx.com.
- 2.2.2 It is the responsibility of the Bidder to carefully examine the Bid Documents, ensure it has received all issued communications from MERX and TTC and to seek clarification from the Contract Administrator on any matter it considers to be unclear. 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 TTC. Each Bidder is requested to report any errors, omissions or ambiguities in the Bid Documents to 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 Contract Administrator as shown in Paragraph 1.4.

- 2.2.3 Where these Instructions indicate that particular information is to be provided on or in a standard form document provided by TTC to Bidders as part of the Bid Documents, that information shall be set out and provided on that form.
- 2.2.4 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.
- 2.2.5 The Bidder shall complete, execute and submit the Bid Form, including all required pricing information, together with the completed documents as listed in Paragraph 1.7.
- 2.2.6 All such information shall be submitted on, and in accordance with, forms supplied by the TTC. All responses are to be submitted to the TTC through the use of MERX EBS. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.

Questions concerning submitting through MERX should be addressed to:

MERX: CUSTOMER SUPPORT
PHONE: 1-800-964-6379
EMAIL: MERX@MERX.COM

- MERX EBS does not allow submissions to be uploaded after the Bid submission deadline, so the Bidder should ensure they allow plenty of time to upload the documents.
- 2.2.7 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.
- 2.2.8 Prior to the Closing, a Bidder may:
- 2.2.8.1 Withdraw its Bid by deleting its entire bid on MERX EBS prior to the Closing;
or
- 2.2.8.2 Submit a revised Bid prior to the Closing in the same manner specified in Paragraph 2.2.
- 2.2.8.3 Subject to Paragraph 2.2, a Bid may not be otherwise withdrawn or amended. No Bid may be withdrawn after Closing of the RFB.
- 2.2.8.4 Any Bids submitted later than the Closing shall not be accepted by MERX EBS.

3 BID CLOSING

- 3.1 Within two Business Days following the Closing, the names of Bidders and the Total Bid Prices submitted for this RFB will be published on MERX.

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 Contract Administrator as shown in Paragraph 1.4.
- 4.2 Questions and answers during the Bid period will be posted on MERX for information purposes only and shall not be relied on.
- 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:

- 5.1.1 A Bidder, Bidder's team members and all of the Bidder's respective advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFB process.
- 5.1.2 Without limiting the generality of the RFB, no Bidder, Bidder's team members or the Bidder's respective advisors, employees and representatives shall contact or attempt to contact either directly or indirectly, at any time during the RFB process, any of the following persons or organizations on matters related to the RFB process, the RFB documents or the Bids, with the exception of the individual named in Paragraph 1.4:
- 5.1.2.1 Any employee or advisor to TTC;
- 5.1.2.2 Any member of the TTC Board;
- 5.1.2.3 Any member of the City of Toronto Council.
- 5.1.3 If a Bidder or a Bidder's team member or any of their respective advisors, employees or representatives, in the opinion of TTC, contravenes this Article 5, TTC may at its sole discretion disqualify the Bidder(s) from further consideration for award.
- 5.1.4 Anyone who "lobbies" (as defined in the City of Toronto Municipal Code, Chapter 140) or is expected to lobby a Member of the TTC Board (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 refer to City of Toronto website at: www.toronto.ca/lobbying.

5.1.5 Failure to comply with the requirements of Chapter 140 of the City of Toronto Municipal Code, may, at 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. 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 Paragraph 5.1:

5.2.1 The individual named in Paragraph 1.4 may, at his or her sole discretion, delegate any of his or her responsibilities as set out in the Bid Documents. With the written approval from the individual named in Paragraph 1.4, the Bidder or any representative of the Bidder may have contact and may communicate with any individual as set out in Subparagraphs 5.1.2.1 - 5.1.2.3 to the extent permitted in the written approval.

5.3 Media Releases, Public Disclosures and Public Announcements:

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

5.3.2 A Bidder, Bidder's team members and all of the Bidder's respective advisors, employees and representatives shall not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Bidder or Bid or to publicly promote or advertise its own qualifications, interest in or participation in the RFB (procurement) process without TTC's prior written consent, which consent may be withheld in TTC's sole discretion. Notwithstanding Paragraph 5.3, the Bidder, Bidder's team members and all of the Bidder's respective advisors, employees and representatives are permitted to state publicly that it/they are participating in the RFB process.

5.3.3 For the purposes of greater clarity, Paragraph 5.3 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:

5.4.1 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 Article 6. 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 Article 6.
- 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 MERX to the potential Bidders. The onus is on the Bidder to ensure the Bidder has received all Addenda related to this RFB.
- 6.3 A written Addendum will be issued in the form of the complete replacement of the entire affected "Section(s)", which is to be inserted in the Bid Documents, discarding the replaced "Section(s)". Each page is marked at the bottom with the Addendum number.
- 6.3.1 Revisions for modified or added text are indicated by the use of bold italicized attributes.
- 6.3.2 New paragraphs are marked by the use of bold italicized attributes for the entire paragraph. Subsequent paragraphs that become renumbered are not highlighted, bolded or italicized.
- 6.3.3 Revisions for deleting the text of an entire 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.
- 6.3.4 Deleted words in a sentence are indicated by highlighting the entire revised sentence in bold italicized attributes.
- 6.3.5 Deleted sentences in a Paragraph and/or Subparagraph will be indicated by highlighting of the entire revised Paragraph and/or Subparagraph in bold italicized attributes.
- 6.3.6 If a subsequent Addendum affects a page that has previously been revised, the bold and italicized attributes are removed from the previously changed text and only the modified text of the latest Addendum will be highlighted by the use of bold italicized attributes and only the latest Addendum number will be marked on the bottom of the Section.
- 6.3.7 A new added Section will be marked by the word "NEW" in the centre of the Section header on the same line as the section number, and the header will be in bold italicized attributes.
- 6.3.8 A newly added Appendix will be marked by the word "NEW" in the centre of the top of each page.
- 6.3.9 A deleted Section will have all of its text in the body of the Section deleted, and will be marked by the bracketed word "(DELETED)" in bold italicized attributes centred directly below the header. The header identifying the Section will remain.
- 6.3.10 A deleted Appendix will be marked by the bracketed word "(DELETED)" in bold italicized attributes as a watermark diagonally across every page.
- 6.4 A revised Drawing issued with an Addendum supersedes the previously issued Drawing with the same Drawing number.

6.4.1 The Drawing change is marked within a cloud marked by a numbered triangle indicating the revision number. The Addendum number and date are recorded in the revision box at the bottom left corner of the Drawing sheet. The number in the triangle does not refer to the Addendum number. It refers to the sequential change made on that Drawing page regardless of the Addendum number. For example, the Addendum number may be "3", but if it is the first change on the sheet, the number in the triangle will be "1".

6.5 A sketch issued with an Addendum revises a previously issued Drawing. Upon Notification of Award the successful Bidder will be issued Drawings incorporating issued sketches.

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 Contract Administrator immediately in writing, in accordance with Article 4.

7.3 The Bidder shall be responsible for examining the Site, the premises adjacent thereto and the access to the Site. Bidders are responsible for all:

7.3.1 Patent defects or other conditions of the Site;

7.3.2 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

7.3.3 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 Paragraph 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 BID PRICING

- 8.1 Unless specifically agreed to the contrary, Bid prices shall be a binding offer to Contract at that price, and shall be understood to have been expressed in Canadian funds.
- 8.2 Unless expressly agreed in writing by TTC, the Total Bid Price shall be deemed to have been quoted on an all-inclusive basis, and the successful Bidder shall accept the Total Bid Price as full payment for performing all of the specified Work under the Contract.
- 8.3 The Total Bid Price shall be deemed to include all:
- 8.3.1 Applicable taxes including, but not limited to, the Harmonized Sales Tax (HST) either in force or announced prior to the Closing, even if the effective date is subsequent to the Closing;
 - 8.3.2 Other duties applicable under relevant law; and
 - 8.3.3 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.

9 BID EVALUATION AND ACCEPTANCE

- 9.1 Without prejudice to any reserved right of TTC, each Bidder shall submit a RFB that is fully compliant with and responsive to the Bid Documents, including all required pricing information and shall include all information required in Paragraph 1.7.
- 9.2 Bids may be evaluated taking into account the following rules, subject to the reserved rights of TTC set out in the RFB:
- 9.2.1 Prices shall be evaluated on the basis of the Total Bid Price as set out in the Bid Form of each respective Bidder;
 - 9.2.2 The award of any Contract shall be subject to satisfactory references, as determined at the TTC sole discretion, security clearances, and the absence of any actual or potential conflict of interest;
 - 9.2.3 Determination of satisfactory completion of work of similar scope, nature, complexity and cost will be performed based on commonalities and similarities of the Work forming basis of this Contract and in accordance with the Specification, including Section 01 11 00 – Summary of Work and based on the items described in subparagraph 1.7.1.4 of these Instructions to Bidders. Determination if references demonstrate satisfactory completion of work of similar scope, nature, complexity and cost shall be made at the sole and unfettered discretion of the TTC. The questionnaire used for the purpose of reference verification is attached to these Instructions to Bidders as Appendix A. TTC reserves the right to ask supplementary questions, request further references and/or further information; and
 - 9.2.4 Any Bid Irregularities found during evaluation of the Bids shall follow the rules as set out in TTC's website at: www2.ttc.ca/TTC_Business/Materials_and_procurement/Bid_Irregularities.jsp.
- 9.3 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 TTC discovers a Bidder's failure to disclose

all actual or potential conflicts of interest, TTC may disqualify the Bidder or terminate any Contract awarded to that Bidder under this RFB.

- 9.4 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 TTC's Procurement Policy, to the Bid Documents requirements, may render the Bid unacceptable. TTC's Procurement Policy and list of common "Bid Irregularities" are located on TTC website at: www2.ttc.ca/TTC_Business/Materials_and_procurement/Bid_Irregularities.jsp.
- 9.5 Any errors, inconsistencies or ambiguities in the Bid submission shall be subject to the interpretation of 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 Bid Price shall be corrected accordingly. Mathematical discrepancies will be corrected by TTC by appropriate means to arrive at the correct Total 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 Bid Price shall be corrected accordingly.
- 9.6 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).
- 9.7 TTC's right to accept or reject any or all Bids or to accept a Bid including the lowest price Bid, whether or not it complies with the Bid Documents, or to cancel this RFB at any time prior to the Notification of Award is expressly reserved without liability to TTC.
- 9.8 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 TTC:
- 9.8.1 Impedes, in any material way, the ability of TTC to evaluate the Bid;
 - 9.8.2 Affects TTC's ability to enforce the Bidder's obligations pursuant to the Bid Documents;
or
 - 9.8.3 Constitutes an attempt by the Bidder to revise the rights or obligations under the Bid Documents in a way not permitted by the RFB.
- 9.9 If at any stage of the evaluation process or at any time up to award of a Contract, TTC determines that a Bid is non-compliant pursuant to this RFB, TTC may, in its sole discretion and without liability, cost or penalty, declare the Bid to be non-compliant and the Bid shall not be given any further consideration.
- 9.10 For the purpose of clarity, each Bidder acknowledges and agrees that TTC's evaluation of compliance with the Bid Documents is not an evaluation of absolute compliance and that TTC may waive failures to comply that, in TTC's sole discretion, do not constitute a material deviation.
- 9.11 The award of a Contract will be based on which Bidder has provided a Bid which TTC determines, in their sole discretion, to provide the greatest value based on quality, service and

- price and determined on the evaluation criteria contained in these Bid Documents. TTC may, in its sole discretion, require clarification of any Bid. TTC reserves the right, in their sole discretion, to waive any requirement of the Bid Documents where, in the sole opinion of TTC, there is an irregularity or omission in the information provided that is not a material deviation to the Bid Documents unless a specific consequence has been identified herein for TTC of such an irregularity or omission.
- 9.12 Every Bid shall be submitted on the prescribed Bid Form as set out in the Bid Documents, and shall:
- 9.12.1 Be completed without inter-lineation, alteration or erasure of or with respect to:
- 9.12.1.1 Any of the pre-printed text provided on the form; or
- 9.12.1.2 Information included on the Bid Form, unless the effect thereof is clear and unambiguous as is the assent of the Bidder to that inter-lineation, alteration or erasure (e.g., by initialling).
- 9.12.2 Bear the signature of the Bidder (or, in the case of a Bid submitted by a corporation, a person represented to be an authorized signing officer of the corporation), inscribed in the space provided.
- 9.13 All words and phrases forming part of the Bid must be written out in full, and abbreviations should not be used. Where an abbreviation is used contrary to this requirement, any ambiguity or other uncertainty shall be as determined by TTC at its sole discretion.
- 9.14 TTC, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a Bidder in the event that the Bidder made a material misrepresentation or submitted any inaccurate or incomplete information in the Bid Form, or made any unauthorized amendment to the terms and conditions set out in the Bid Form, other than inserting the information requested and signing the Bid Form. Where the Bidder is not disqualified despite a discrepancy or inconsistency between the Bid Form that it submitted and the Bid Form prescribed by TTC for the RFB, the Bid Form prescribed by TTC for the RFB will prevail.
- 9.15 TTC reserves the right at its sole discretion to refuse to consider or evaluate any Bid from a Bidder or award a Contract to a Bidder that:
- 9.15.1 Received an unsatisfactory "Contractor Performance Review" rating in relation to previous or on-going contracts with TTC, or any of the City of Toronto Agencies and Corporations or any other federal or provincial Government agencies;
- 9.15.2 Had a previous contract with TTC, or the City of Toronto or any of the City of Toronto Agencies and Corporations, or any other federal or provincial Government agencies that was terminated for default or was issued notice of Event of Default;
- 9.15.3 Was previously given a "Notification of Award" of contract by TTC and defaulted in proceeding with the work of the contract;
- 9.15.4 Has submitted false or misleading disclosure in relation to Article 5;
- 9.15.5 Failed or refused to comply with any applicable federal, provincial or municipal law governing this Bid or a prior contract with TTC;
- 9.15.6 Has received written notification from TTC advising of or agreeing to any Bidding restrictions. The current list of companies restricted from performing work on TTC

requirements is located, for information purposes only, on TTC website at on:
[http://www.ttc.ca/TTC_Business/Materials_and_procurement/About_Us/
Contractor_Consultant_Reference_Materials/index.jsp](http://www.ttc.ca/TTC_Business/Materials_and_procurement/About_Us/Contractor_Consultant_Reference_Materials/index.jsp); or

- 9.15.7 Is an affiliate of or successor to any corporation described in Subparagraphs 9.15.1 to 9.15.6, including any Bidder that is controlled within the meaning of the Ontario Business Corporations Act by the same person or group of persons who so controlled any corporation described in Subparagraphs 9.15.1 to 9.15.6 above.
- 9.16 TTC also reserves the right to restrict a Bidder with whom an officer or director of that Bidder has, in the past, been associated, in any way, with a company that has been described in Subparagraphs 9.15.1 to 9.15.7 above.
- 9.17 TTC reserves the right at its sole discretion to reject any or all pricing with respect to "Unit Prices for Extra Work", if applicable.
- 9.18 All costs and expenses incurred by each Bidder in the preparation and delivery of its Bid or in providing any additional information necessary for the evaluation of its Bid shall be borne solely by the Bidder.
- 9.19 TTC will not be liable to pay any costs or expenses of any Bidder or to reimburse or compensate a Bidder in any manner whatsoever under any circumstances, including in the event of the rejection of any or all submissions or if a decision is made not to proceed with the Contract.

10 LIST OF BIDDERS

- 10.1 A list of firms who have been issued Bid Documents is updated during the Bid period and is available on MERX.

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 BID SECURITY

- 12.1 The Bid shall be accompanied by a Bid security in the form of a Bid Bond in the amount set out in Paragraph 1.7.
- 12.2 Each Bid Bond shall be completed on a form satisfactory to TTC.

12.3 Each surety company executing a Bid Bond shall be duly licensed to issue policies of surety insurance in the Province of Ontario.

12.4 All costs for the Bid security shall be included in the Total Bid Price submitted for the Contract.

13 BONDING REQUIREMENTS

13.1 The Bidder shall complete and submit an executed Agreement to Bond, in a form satisfactory to TTC for the provision of a Performance Bond and a Labour and Material Payment Bond, each for a sum equal to at least 50% of its Total Bid Price and in the form required by TTC.

13.2 All such bonds shall be issued by an insurer licensed under the Insurance Act, R.S.O. 1990, c. I.8, as amended, to write surety and fidelity insurance and, in the case of the Performance Bond, from a surety acceptable to TTC.

13.3 All costs for bonds required in relation to the Bid or Contract shall be included in the Total Bid Price submitted for the RFB.

14 INSURANCE REQUIREMENTS

14.1 The successful Bidder shall be required to comply with the requirements as specified in SC2 - INSURANCE REQUIREMENTS of Section 00 73 00 and GC38 - WORKPLACE SAFETY INSURANCE BOARD (WSIB) CLEARANCE CERTIFICATE of Section 00 72 00 and provide the evidence of insurance as specified in SC3 - EVIDENCE OF INSURANCE of Section 00 73 00.

14.2 TTC will provide property insurance for the Contract under a blanket policy, as specified in Section 00 73 00 and will bear the costs of such insurance. The Bidder shall not include any costs for such insurance in its Bid price, other than to cover deductibles or exclusions contained in TTC's policy.

14.3 Copies of any applicable blanket policies provided by TTC are available for review, on Business Days between 8:00 a.m. and 4:00 p.m. at TTC's Office, 5160 Yonge Street, Toronto, Ontario. The Bidder shall contact the Contract Administrator identified in Paragraph 1.4 to make arrangements to review the applicable blanket policies.

14.4 The Bidder shall note the deductibles and exclusions in any applicable blanket policy and the Bidder may, at its option, take out additional coverage at its own expense to cover any or all of its responsibilities for the deductibles and exclusions contained in the applicable blanket policy.

15 EXECUTION AND SUBMISSION OF CONTRACT DOCUMENTATION

15.1 If its Bid is accepted by TTC, the successful Bidder(s) shall sign and return the Purchase Order acknowledgement. Failure to sign and return the Purchase Order acknowledgement shall in no way, relieve the Bidder of its obligation under the Contract.

15.2 Included with the Notification of Award will be a request for submission of a valid WSIB clearance certificate, appropriate bond forms (Performance Bond and Labour and Material Payment Bond) and appropriate insurance certificates and the successful Bidder shall with its surety and insurance broker, as applicable, have these forms duly signed and/or executed and be submitted to TTC within ten Days of receipt of the Notification of Award.

- 15.3 In the event of default or failure to comply with Article 15 on the part of the Bidder, TTC shall enforce the Bid security, and may accept the next lowest or any other Bid, or to advertise for new Bids, or to have the Work executed in any other way it may deem best. The Bidder shall indemnify and save harmless TTC from all loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on the part of the Bidder.
- 15.4 Where a Bidder has defaulted under this Article 15, then in addition to whatever other remedies to which it may be entitled, TTC may, at their sole discretion, bar:
- 15.4.1 that defaulting Bidder; and
 - 15.4.2 any other corporation, partnership or proprietorship that is or that becomes associated with whom a person who was at the time on the default an officer or director of that Bidder, from submitting a Bid in relation to any subsequent RFBs, for such period of time as may be deemed appropriate by TTC.

16 ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS

- 16.1 The successful Bidder will be responsible to provide accessible customer service training for all its staff members, keep records of such training and make available to the relevant participant(s) on request, all in accordance with GC35 - APPLICABLE POLICIES of Section 00 72 00.

17 COMMENCEMENT OF THE WORK AND COST BREAKDOWN

- 17.1 The successful Bidder shall be required to comply with the requirements in accordance with SC8 - COMMENCEMENT OF THE WORK of Section 00 73 00 and provide the specified documentation. The successful Bidder shall be responsible for any delay resulting from its failure to provide such acceptable documentation within the timeframes indicated.
- 17.2 In accordance with SC5 – PROGRESS AND HOLDBACK PAYMENTS of Section 00 73 00, the successful Bidder shall be required to submit a completed cost breakdown, acceptable to TTC, on TTC's form. Samples of typical cost breakdown forms are located on TTC website, for information purposes only, at http://www.ttc.ca/TTC_Business/Materials_and_procurement/About_Us/Contractor_Consultant_Reference_Materials/index.jsp. The applicable cost breakdown form will be issued to the successful Bidder(s) with the Notification of Award which will represent the various parts of the Work of the Contract.

18 PROHIBITION AGAINST GRATUITIES

- 18.1 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 TTC, or any officer or employee of TTC in connection with or arising from this RFB, whether for the purpose of securing a Contract or seeking favourable treatment in respect to the award of the Contract.
- 18.2 If TTC determines that Paragraph 18.1 has been breached by or with respect to a Bidder, TTC may exclude its Bid from consideration, or if a Contract has already been entered into, may terminate it without incurring any liability.

19 JOINT VENTURES

19.1 If a joint venture is proposed:

- 19.1.1 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 TTC.
- 19.1.2 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.
- 19.1.3 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.

END OF SECTION