



Request for Proposals
For
TTC.CA Website Redesign

Request for Proposals No.: P25SU25663

Date Issued: October 3, 2025

**Submission Deadline: October 30, 2025 at 2:00 PM Toronto
Local Time (ET)**

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The following appendices are attached to and form part of the RFP documents:

Appendix A – Schedule 1.02 Scope of Deliverables
Appendix B – Form of Agreement
Appendix C – Proponent Submission Form
Appendix D – Mandatory Technical Requirements Submission Form
Appendix E – Rated Criteria Submission Form
Appendix F – Presentation Process and Instructions
Appendix G.1 – Pricing Submission Form
Appendix G.2 – Pricing Submission Form – Rate Card
Appendix G.3 – Pricing Submission Form – Monthly Services Fee
Appendix H – Form of Agreement Review Submission Form

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This **Request for Proposals** (the “RFP”) is an invitation by the Toronto Transit Commission (“TTC”) to Proponents to submit Proposals for the **TTC.CA Website Redesign** to enhance the design, performance, usability and accessibility, as further described in Section A of the RFP Particulars (Part 4) (the “Deliverables”).

1.2 Definitions

All other capitalized terms used but not defined in this RFP document have the meanings ascribed to them in the Scope of Deliverables (Appendix A), and the Form of Agreement (Appendix B).

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

“**Business Day**” means any working day of eight (8) hours, Monday to Friday inclusive, but excluding statutory and other holidays and any other day which the TTC has elected to be closed for business.

“**Deliverables**” means the services, specifications, and requirements detailed within this RFP.

“**Proponent**” means the entity that has submitted a Proposal, including its subcontractors.

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

“**Proposed Solution**” or “**Solution**” meaning the proposed products and services to be provided to the TTC by the Proponent as per their Proposal in alignment with the deliverables outlined in Appendix A.

“**Top-Ranked Proponent**” meaning the Proponent who has the highest cumulative score at the conclusion of the evaluation process set out in the RFP.

“**Supplier**” means the Top-Ranked Proponent that executes an Agreement with TTC.

For the purposes of the requirements stated in this RFP:

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

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

1.3 RFP Contact

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

Alan David

Senior Procurement Specialist

Email: alan.david@ttc.ca

To contact TTC in relation to this RFP, Proponents must register with TTC's public purchasing portal at <https://ttc.bonfirehub.ca/opportunities/97970> (the "TTC's Bonfire Portal") and initiate the communication electronically through the Question-and-Answer function. TTC will not accept any Proponent's communications by any other means, except as specifically stated in this RFP.

1.4 Type of Contract for Deliverables

The Top-Ranked Proponent will be requested to enter into direct contract negotiations to finalize an agreement with TTC for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix B) are to form the basis for commencing negotiations between TTC and the Top-Ranked Proponent. It is TTC's intention to enter into an agreement with only one (1) legal entity.

The term of the agreement is to be for a period of Three (3) years (the "Initial Term"), with an option in favour of TTC to extend the Agreement on the same terms and conditions for Two (2) additional One (1) year extensions.

1.5 RFP Timetable

Issue Date of RFP	Friday, October 3, 2025
Deadline for Questions	Tuesday, October 21, 2025 2:00 PM local time
Deadline for Issuing Addenda	Friday, October 24, 2025
Submission Deadline	Thursday, October 30, 2025 2:00 PM local time
Rectification Period	Three (3) Business Days
Presentation Notice	Wednesday, November 19, 2025
Anticipated Ranking of Proponents	November 2025
Negotiation Completion*	30 Calendar Days
Anticipated Execution of Agreement	December 30, 2025

*Refer to Section 2.7.3. Failure to Enter into Agreement.

1.5.1 Proponent Briefing

N/A

1.6 Submission of Proposal

1.6.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted through TTC's online Bonfire portal at:

<https://ttc.bonfirehub.ca/opportunities/97970>

Submissions by other methods will not be accepted.

Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.

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

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

Proponents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

1.6.2 Proposals to be Submitted on Time

Proposals must be uploaded and finalized on or before the Submission Deadline set out in the RFP Timetable.

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

Proponents will receive an email confirmation receipt with a unique confirmation number upon finalizing their submissions.

1.6.3 Proposals to be Submitted in Prescribed Format

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire portal.

The maximum upload file size is 1000 MB.

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

1.6.4 Proposal Submission Checklist

- 1) Each Proponent shall submit all of the following submission forms:
 - a) Appendix C – Proponent Submission Form
 - b) Appendix D – Mandatory Technical Requirements Submission Form
 - c) Appendix G.1, G.2, G.3 – Pricing Submission Forms
- 2) Each Proponent should submit all of the following submission forms:
 - a) Appendix E – Rated Criteria Submission Form

b) Appendix H – Form of Agreement Review Submission Form

1.6.5 Amendment of Proposals

Prior to the Submission Deadline, a Proponent may amend its Proposal following the steps described under the help forum at <https://bonfirehub.zendesk.com/hc>.

1.6.6 Withdrawal of Proposals

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

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

2.2 Stage 1 – Mandatory Submission Requirements

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

2.2.1 Mandatory Forms Submission Requirements (pass/fail)

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

2.2.2 Mandatory Technical Requirements (pass/fail)

TTC will review the Proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Part 4) have been met. Questions or queries on the part of TTC as to whether a Proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 (Part 3). For greater clarity, this content is not rectifiable. Proposals that do not demonstrate compliance with these mandatory technical requirements will be excluded from further consideration.

2.2.3 Rectification Period

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

2.2.4 Non-Rectifiable

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

- Appendix D – Mandatory Technical Requirements Submission Form
- Appendix G.1 – Pricing Submission Form (BT- 18NO)

2.3 Stage 2 – Rated Criteria

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

Proponents will be required to meet a minimum threshold of 60% in Stage 2 in order to be eligible to participate in subsequent stages in the evaluation process. TTC, reserves the right, in their sole discretion, to waive this Stage 2 minimum threshold 60% in the event that none of the

Proponents can meet this minimum threshold, and instead, allow the three (3) highest scoring Proponents from Stage 2 to participate in subsequent stages in the evaluation process.

2.4 Stage 3 – Presentation Process and Instructions

TTC will shortlist the three (3) highest scoring Proponents based on the accumulated score at Stage 2. The shortlisted Proponents will be invited to provide Presentation of the capabilities of their Proposed Solution.

Proponents will be required to meet a minimum of 60% in Stage 3 in order to be eligible to participate in the subsequent stages in the evaluation process.

2.5 Stage 4 – Pricing

The Pricing Submission Form (Appendix G.1) will be opened in Stage 4. For greater certainty, the Pricing Submission Form shall remain sealed until this stage and all rated criteria from Stages 2 through to 3 have been completed.

2.6 Stage 5 – Ranking of Proponents

2.6.1 Ranking of Proponents

After the completion of Stage 4, all of the scores from Stages 2 through 4 will be added together and the shortlisted Proponents will be ranked based on their total scores. The Top-Ranked Proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with TTC.

2.6.2 Tie Score

In the event of a tie for Top-Ranked Proponent in the overall ranking of Proponents based on total scores (to the second decimal place), the Top-Ranked Proponent will be determined by the scores from a particular evaluation stage in the following order: 1) Stage 2 Rated Criteria and, if still tied, 2) Stage 3 Presentation. If the result is still a tie, the evaluation committee will conduct a coin toss to determine the Top-Ranked Proponent.

2.7 Stage 6 - Form of Agreement and Contract Negotiations

The Form of Agreement Review Submission Form (Appendix H) will be opened and reviewed in preparation for contract negotiations. For greater certainty, the Form of Agreement Review Submission Form shall remain sealed until this stage.

2.7.1 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of TTC or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement Review Submission Form (Appendix H) are to form the basis for commencing negotiations between TTC and the Top-Ranked Proponent. Negotiations may include requests by TTC for supplementary information from the Proponent to verify, clarify or

supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation.

2.7.2 Time Period for Negotiations

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

2.7.3 Failure to Enter into Agreement

If the pre-conditions of award listed in Section G of the RFP Particulars (Part 4) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period outlined in section 1.5 RFP Timetable, TTC may, at their sole discretion, extend the Contract Negotiation Period for an additional fifteen (15) Business Days or discontinue negotiations with the Top-Ranked Proponent and may invite the next-highest-ranked Proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more Proponents remaining that are eligible for negotiations or until TTC elects to cancel the RFP process.

2.7.4 Notification of Negotiation Status

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

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

3.1.2 Proponents to Follow Instructions

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

3.1.3 Proposals in English

All Proposals are to be in English only.

3.1.4 No Incorporation by Reference

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by TTC

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents may be required to accept the Non-Disclosure Agreement (NDA) prior to accessing the RFP documents through the Bonfire portal. Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing in accordance with section 1.3 RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. TTC is under no obligation to provide additional information, and TTC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. TTC is not responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify and Clarify

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by TTC and a Proponent, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

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

3.3.3 Procurement Protest Procedure

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

<https://www.toronto.ca/wp-content/uploads/2017/08/8f6e-Pre-Award-and-Post-Award-Dispute-Procedures.pdf>

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of TTC in the preparation of its Proposal that is not available to other Proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to,

compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

TTC will disqualify a Proponent for any conduct, situation or circumstances, determined by TTC, in its sole and absolute discretion, to constitute a Conflict of Interest as stated in section 3.4.1.

3.4.3 Disqualification for Prohibited Conduct

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

3.4.4 Prohibited Proponent Communications

Proponents shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Proponent Submission Form (Appendix C). In addition, except with the RFP Contact, Proponents shall not discuss or communicate, either verbally, or in writing, with any employee, officer, agent, elected or appointed official, or other representatives of TTC in relation to this RFP between the time of the issuance of the RFP to the award of a contract.

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Chapter 140, Lobbying, of the City of Toronto Municipal Code shall apply to this RFP. Proponents shall not, in relation to this RFP or the RFP process including, but not limited to, the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Top-Ranked Proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of TTC; deceitfulness; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5 Confidential Information

3.5.1 Confidential Information of TTC

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

- (a) is the sole property of TTC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP, participating in the RFP process, and performing under any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from TTC; and
- (d) must be returned by the Proponent to TTC immediately upon the request of TTC.

3.5.2 Confidential Information of Proponent

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

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

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

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor TTC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective Suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and TTC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

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

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

PART 4 – RFP PARTICULARS

A. THE DELIVERABLES

Please refer to Scope of Deliverables (Appendix A). By submission of a Proposal in response to this RFP, the Proponent is agreeing to comply with the requirements identified in Appendix A, at the fees identified in the Proponent's price Proposal submitted in Pricing Submission Form (Appendix G) if selected as the Supplier.

B. MATERIAL DISCLOSURES

RFP Appendices

- 1) Appendix A – Schedule 1.02 Scope of Deliverables
- 2) Appendix B – Form of Agreement
- 3) Appendix C – Proponent Submission Form
- 4) Appendix D – Mandatory Technical Requirements Submission Form
- 5) Appendix E – Rated Criteria Submission Form
- 6) Appendix F – Presentation Process and Instructions
- 7) Appendix G.1 – Pricing Submission Form
- 8) Appendix G.2 – Pricing Submission Form – Rate Card
- 9) Appendix G.3 – Pricing Submission Form – Monthly Service Fee
- 10) Appendix H – Form of Agreement Review Submission Form

Supporting Documentation

Not applicable

C. STAGE 1: MANDATORY FORMS SUBMISSION REQUIREMENTS

1. Proponent Submission Form (Appendix C)

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

2. Mandatory Technical Requirements Submission Form (Appendix D)

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

3. Pricing Submission Form (BT-18NO) (Appendix G.1)

Each Proposal must include a completed Pricing Submission Form BT- 18NO (Appendix G.1) that complies with the instructions contained in the RFP, and that provides all requested pricing information.

4. Pricing Submission Form – Rate Card (BT- 27DS) (Appendix G.2)

Each quotation must include pricing information that complies with the instructions contained in Pricing Submission Form (BT- 27DS). This form will remain sealed until Stage 5 - Ranking and Contract Negotiations and will subsequently form part of the final agreement. For greater clarity, this form will not be considered for scoring.

5. Pricing Submission Form – Monthly Services Fee (BT- 29BH) (Appendix G.3)

Each quotation must include pricing information that complies with the instructions contained in Pricing Submission Form (BT- 29BH). This form will remain sealed until Stage 5 - Ranking and Contract Negotiations and will subsequently form part of the final agreement. For greater clarity, this form will not be considered for scoring.

D. MANDATORY TECHNICAL REQUIREMENTS

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

E. RATED CRITERIA

1. Standard Scoring Scale

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

The following scale will be applied to all Rated Criteria contained in this evaluation, unless otherwise noted. Each score will be a whole number (0 to 5).

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

Standard Scoring Scale			
When responding, Proponents should ensure that the level of detail is clear, concise, and thorough, with well substantiated claim(s). Ensure all information requested is provided, and clearly demonstrate full knowledge of the subject matter, where necessary.			
Score	Rating	Detailed Description	% of Allocated Points
5	Excellent	Response <u>fully meets</u> the criteria and/or requirements.	100

4	Good	Response <u>meets majority of</u> the criteria and/or requirements.	80
3	Adequate	Response <u>partially meets</u> the criteria and/or requirements.	60
2	Fair	Response <u>fails to meet</u> the majority of the criteria and/or requirements.	40
1	Poor	Response <u>does not address</u> the criteria and/or requirements.	20
0	Inadequate	Response where no information has been provided.	0

2. Score Calculations

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

For example, if a Proponent obtains a score of 3 out of 5 in the evaluation, and the criterion is worth 10 overall points, then the score is equal to 60% of the 10 overall points which is equal to 6 overall points.

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

3. Evaluation Stages and Weights

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proposals will be evaluated during Stages 2, 3 and 4 in accordance with the criteria set out below.

Stage	Weighting (Overall points)	Minimum Threshold
Stage 1: Mandatory Technical Requirements	N/A	Pass/Fail
Stage 2: Rated Criteria	70	60% (42 overall points)
1. Experience and Expertise	20	
2. Relevant Projects	15	

3. Project Plan	30	
4. Sustainable Business Processes	5	
Stage 2: Evaluation Gate – Top 3 Proponents meet minimum threshold from Stage 2 scores move forward		
Stage 3: Presentation	10	60% (6 overall points)
Presentation	10	
Stage 3: Evaluation Gate –Proponents meet minimum threshold move forward		
Stage 4: Pricing	20	N/A
Total	100	

3.1 Stage 2 – Rated Criteria

Stage 2 will consist of an evaluation of the Proposal content found in the Rated Criteria Submission Form (Appendix E).

3.2 Stage 3 – Presentation

Stage 3 will consist of an evaluation of a recorded presentation as detailed in the Presentation Process and Instructions (Appendix F). Pre-determined questions will be sent to three (3) highest scoring Proponents based on the accumulated score at Stage 2

TTC will evaluate each presentation on the basis of the non-price rated criteria in accordance with Section E.1 Standard Scoring Scale outlined in Part 4.

3.3 Stage 4 – Pricing

a. Instructions on How to Provide Pricing

Proponents shall provide the information requested in accordance with Appendix G.1 General Instruction tab (“Required Pricing Information”) by completing the attached form and including it in their Proposals.

b. Evaluation of Pricing

Total Prices of Appendix G.1 - Pricing Submission Form (BT- 18NO) will be added together and the total estimated cost for the initial and optional term, shall be arrived at to determine the Total Evaluated Price.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each Proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

(Lowest Price among the submissions that have not been eliminated in Stage I ÷ Proponent's price being evaluated) × weighting = Proponent's pricing points

c. Required Pricing Information

Proponents must complete the attached Pricing Submission Form (Appendix G.1, G.2 and G.3) in accordance with the instructions contained in the appendix.

F. FORM OF AGREEMENT REVIEW SUBMISSION FORM

1. Appendix H – Form of Agreement Review Submission Form

If the Proponent has any comments or proposes any revisions to Appendix B – Form of Agreement, they are expected to complete and submit Appendix H – Form of Agreement Review Submission Form. The Proponent should utilize this form by blacklining the original wording as provided in Appendix H – Form of Agreement Review Submission Form and replace the original wording with the proposed new wording. TTC will only review the contents for Proponents that reach Stage 6 – Form of Agreement Review and Contract Negotiations.

G. PRE-CONDITIONS OF AWARD

The following pre-conditions of award must be satisfied prior to executing an agreement, otherwise section 2.7.3 Failure to Enter into Agreement will apply:

- 1) Proof of Insurance: Proponent must provide a valid certificate of insurance is required before an agreement is executed. The proof of the insurance coverage shall meet the insurance requirements set out in Appendix B – Form of Agreement, Article 13 – Insurance.
- 2) Proof of Information Security Compliance: Proponent must provide current evidence of the stated industry standard certifications as per Appendix D - Mandatory Technical Requirements Submission Form (Q-57DJ), 1.1.1 The proof of Information Security Compliance shall meet section 1.03, Security Requirements set out in Appendix B – Form of Agreement, Exhibit A To Schedule 9.04 - TTC Information Security and Privacy Requirements.
- 3) First Statement of Work for the Phases 1, 2, and 3 as further described in Appendix A – Scope of Deliverables.

[End of Part 4]

APPENDICES

The following appendices are attached to and form part of the RFP documents:

- Appendix A – Schedule 1.02 Scope of Deliverables
- Appendix B – Form of Agreement
- Appendix C – Proponent Submission Form
- Appendix D – Mandatory Technical Requirements Submission Form
- Appendix E – Rated Criteria Submission Form
- Appendix F – Presentation Process and Instructions
- Appendix G.1 – Pricing Submission Form
- Appendix G.2 – Pricing Submission Form – Rate Card
- Appendix G.3 – Pricing Submission Form – Monthly Services Fee
- Appendix H – Form of Agreement Review Submission Form

Appendix A

<p>Request for Proposal TTC.CA Website Redesign</p>
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**Schedule 1.02
Scope of Deliverables**

RFP # P25SU25663

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APPENDIX - A

SCHEDULE 1.02 SCOPE OF DELIVERABLES

1. INTRODUCTION

This Schedule sets out the Deliverables to be supplied and delivered by the Supplier. Notwithstanding Section 15.02(2) of the Agreement (Appendix B - Form of Agreement (MPSA)), in the event of any conflict or inconsistency between the provisions of this Schedule and any other provisions of the Agreement, then this Schedule will apply.

2. DEFINITIONS

Unless otherwise defined below, all definitions set out in this Schedule 1.02 have the same meaning as set out in this Agreement.

Term	Definition
24/7/365	24 hours a day, 7 days a week, 365 days a year.
Deliverables	All products and services provided by the Supplier as outlined in Section 4 Scope of Deliverables.
Personally Identifiable Information	The recorded information that can be used to distinguish or trace an individuals' identity, including: <ul style="list-style-type: none">a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,c) any identifying number, symbol or other particular assigned to the individual,d) the address, telephone number, fingerprints, or blood type of the individual,e) the personal opinions or views of the individual except if they relate to another individual,f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,g) the views or opinions of another individual about the individual, and;h) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Services	Services provided by the Supplier as outlined in Section 4 Scope of Deliverables.
Service Level(s)	The metrics by which a particular service is measured. Service level provides expectations of quality and service type and remedies when requirements are unmet.
Solution	Combination of one or multiple systems and/or services that Supplier will provide in response to the requirements outlined in section 4 Scope of Deliverables.
Stakeholders	Internal and external groups that are impacted by the project.
TTC Representative	A designated TTC resource who is the primary contact for Proponent during the procurement process OR a designated TTC resource who is the primary contact for the Supplier during the Term of the Agreement.

3. BACKGROUND AND CURRENT ENVIRONMENT

3.1. Background

The Toronto Transit Commission (TTC) delivers transportation services to customers in the Greater Toronto Area (GTA, which refers to the City of Toronto and the surrounding four regional municipalities: Durham, Halton, Peel and York).

The TTC launched its current website in October 2021. The site has 22,000 to 25,000 visitors per day, 70% of whom visit from a mobile device. The sections most viewed are Routes and Schedules, Service Alerts, Fares and Passes, Trip Planner, Search and Jobs, while the lowest viewed are Doing Business with the TTC, About the TTC and Transparency and Accountability.

When the current site was launched, the improvements included:

1. A new template.
2. Mobile-first design, providing customers the same experience whether accessed from a desktop or mobile device.
3. Dynamic search and filter options in various spots of the website, such as Routes and Schedules, News and Service Advisories, making it easier for users to find what they are looking for faster.
4. New dashboard on the home page showing the status of service for the subway, surface routes, elevators and escalators.

While the site's structure is an improvement over the previous version, the design was based on best practices from the mid-2010s. User Experience (UX) and User Interface (UI) has evolved significantly since then. It has been almost four years since the update, and customers expect more information from the TTC in a modern and transparent way.

TTC's normal office hours of operation are 7:00 am to 6:00 pm, except during statutory holidays. TTC operating hours are twenty-four hours a day, every day (24/7/365).

3.2. Current Environment

3.2.1. Business Environment

The TTC is Toronto and surrounding municipalities' primary public transit agency. It serves approximately 1.7 to 2.6 million daily riders, making it the most extensive transit system in Canada and the third largest in North America. The TTC operates a network of subways, buses, streetcars, and specialized Wheel-Trans services for individuals with accessibility needs. The agency is governed by a Board of Directors appointed by Toronto City Council, which oversees service levels, fares, and corporate policy.

3.2.1.1. TTC Website Overview

The TTC's website (www.ttc.ca) is a critical digital platform for delivering information and services to a diverse user base, including daily commuters, visitors, people with disabilities and TTC staff. The site features:

- a) Mobile design with a simple layout
- b) Search capabilities
- c) Real-time service alerts and bus tracking
- d) Trip planning tools (e.g., Triplinx) (discontinued)
- e) Access schedules, fares, service changes, and employment opportunities

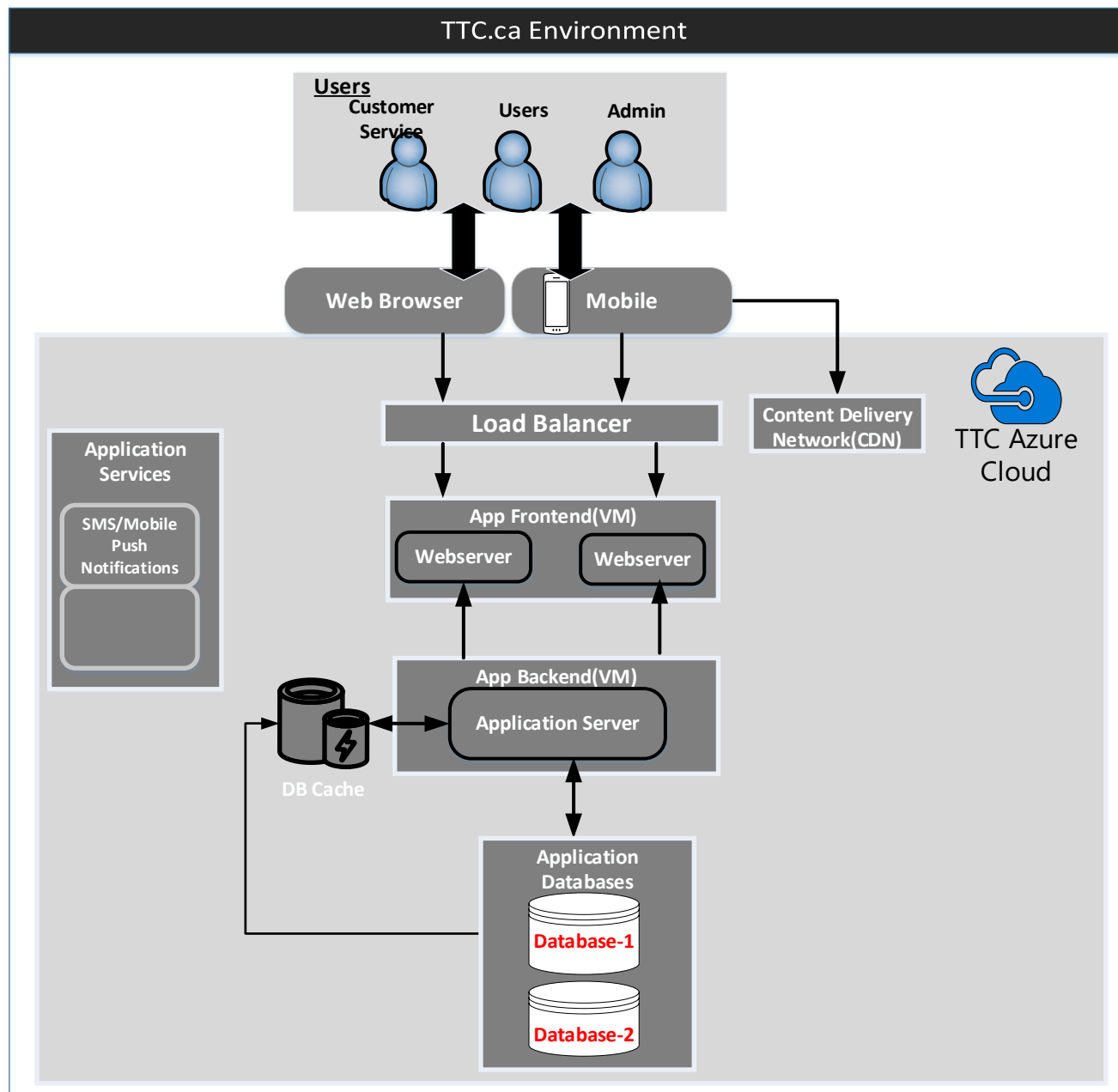
3.2.1.2. Accessibility and Usability Commitments

The TTC is committed to providing positive user experience for all website visitors, with a strong emphasis on accessibility:

- a) The website is designed to comply with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, as mandated by the Accessibility for Ontarians with Disabilities Act (AODA)
- b) Features include skip-to-content links, keyboard navigation, alternative text for images, and high-contrast colour schemes
- c) The site avoids reliance on colour alone for conveying information and uses tables only for tabular data
- d) The TTC works with accessibility vendors and the Advisory Committee for Accessible Transit (ACAT) to monitor and improve accessibility

3.2.2. Technical Environment

The figure below depicts the current architecture of the existing www.ttc.ca website.



3.3. Objectives

The TTC's goal is to complete a comprehensive website assessment and deliver a revitalized design aligned with an integrated customer experience lens. The Supplier will provide:

1. Actionable recommendations and design options
2. A detailed implementation strategy
3. Annotated wireframes or graphical mockups illustrating key design enhancements

Upon approval of the recommendations, the Supplier will execute the website redesign.

The TTC.CA Website Redesign will:

1. Deliver an innovative, customer-centric web design that reflects leading-edge digital standards.
2. Enhance user experience through intuitive navigation and streamlined content.
3. Create a visually engaging, dynamic interface optimized for mobile devices.
4. Simplify and clarify written content across the site.
5. Eliminate redundant messaging to improve clarity and accuracy.
6. Integrate AI components strategically to further enhance user experience.

4. SCOPE OF DELIVERABLES

The following sets out the Scope of Deliverables.

4.1. Out of Scope

The following is not included and considered Out of Scope for Deliverables:

1. Content creation or editing
2. Backend system or infrastructure changes
3. Evaluation of non-website digital assets, such as mobile apps, social media channels or other digital platforms outside of the primary TTC website
4. Procurement of third-party tools
5. Assessment of physical TTC facilities, signage, or non-digital customer touchpoints

4.2. Summary of Deliverables

As further set out in this Schedule 1.02, the Supplier shall provide and deliver TTC.CA Website Redesign Solution that:

1. Provides and delivers the TTC.CA Website Redesign in accordance with the requirements set out in this Schedule 1.02 Section 5 Solution Requirements, where the Solution includes:
 - a. Section 5.1 Functional Requirements, and;
 - b. Section 5.2 Non-Functional Requirements.
2. Provides and delivers implementation professional services to deliver the TTC.CA Website Redesign in accordance with the requirements set out in this Schedule 1.02, Section 6 Implementation Requirements; and;

3. Provides and delivers the operational warranty for the TTC.CA Website Redesign in accordance with the requirements set out in this Schedule 1.02, Section 7 Operational Warranty Requirements; and;
4. Provides and delivers the resource roles and responsibilities for the TTC.CA Website Redesign in accordance with the requirements set out in this Schedule 1.02, Section 8 Key Resource Roles and Responsibility Requirements.

4.3. Deliverable Approval and Acceptance Process

The following sets out the approval process for Deliverables:

1. Upon the completion of Deliverables, the Supplier shall send a "Deliverable Acceptance Request Form" (the "Request Form") to the TTC project manager for approval. Unless otherwise provided in the Agreement, the TTC shall provide either its acceptance by release of a Notice of Acceptance of applicable Deliverable(s) or rejection within ten (10) Business Days of the date of receipt of the Request Form, unless expressly provided otherwise in the Project Plan approved by both parties. The TTC will use reasonable efforts to provide its acceptance or rejection within a shorter timeframe, when possible.
2. The Supplier shall submit any Deliverable required under the Agreement in sufficient time to allow for the complete review and acceptance of the Deliverable by the TTC, and appropriately schedule the Deliverable to allow for any revisions or corrections that may be necessary before acceptance by the TTC project manager and Project Sponsors according to project governance.
3. Whenever an accelerated time for acceptance is required to avoid impacting the Project schedule, the Supplier will ensure that the TTC has sufficient advance notice to allow for such acceleration, whereupon the project managers may agree to expedite acceptance, without compromising the Deliverable acceptance criteria.
4. If the TTC notifies the Supplier of any errors or deficiencies in any Deliverable prior to the date by which the TTC is to provide Notice of Acceptance of any Deliverable hereunder, the Supplier will promptly correct such errors and deficiencies, and the TTC will have seven (7) Business Days after the delivery of the corrected version of the Deliverable or such other period as is agreed to by the parties to provide a Notice of Acceptance of such Deliverable(s) to the Supplier.
5. The delivery by the TTC of a Notice of Acceptance with respect to any Deliverable(s) will not affect the right of the TTC to require the Supplier to remedy any errors or deficiencies in any Deliverable that are discovered by the TTC at any time following delivery of the Notice of Acceptance.
6. Under no circumstances shall any Deliverable be "deemed" to be accepted.

If TTC determines that any findings, recommendations, or technical contents in the documentation as delivered do not meet or capture the level of detail required, the Supplier will be required to re-submit until TTC approves and accepts all the Deliverables. This will be done at no additional cost to the TTC. Furthermore, prior to commencement of work, TTC reserves the right to test any hardware, software, etc. provided by the

Supplier for suitability with the TTC network.

Following the delivery of the Solution to the TTC, Users shall conduct tests of the Solution in accordance with the approved User Acceptance Test Plan by the TTC. The TTC is not obligated to accept the Solution unless all the Acceptance Test cases are successfully completed in accordance with the Acceptance Test Plan by the agreed date for completion. For further clarity, the TTC will not accept the Solution without all requirements being tested successfully.

5. SOLUTION REQUIREMENTS

The Supplier shall supply and deliver the TTC.CA Website Redesign Solution that meets the Functional and Non-Functional Requirements, as further set out in this section.

5.1. Functional Requirements

The Supplier shall supply and deliver the Functional Requirements for the TTC.CA Website Redesign, as further set out in the table below.

ID	Description
FR-01	<u>Integration</u> <ul style="list-style-type: none">i. Integration with TTC scheduling and service disruption feedsii. Trip planner with real-time schedules, service alerts, and maps
FR-02	<u>User Experience</u> <ul style="list-style-type: none">i. Fully responsive design optimized for smartphones, tablets, desktops.
FR-03	<u>Accessibility</u> <ul style="list-style-type: none">i. Full compliance with WCAG 2.1 and 2.2 AA and AODA standards.ii. Screen-reader compatibility, keyboard navigation, high-contrast options, adjustable text size.
FR-04	<u>Customer Engagement</u> <ul style="list-style-type: none">i. Service alerts, push notifications, customer feedback forms.
FR-05	<u>Scalability</u> <ul style="list-style-type: none">i. Supports features such as AI chatbots, open data APIs.

5.2. Non-Functional Requirements

The Supplier shall supply and deliver the following non-functional requirements for the TTC.CA Website Redesign as set out in this section.

ID	Description
NFR-01	Usability i. Recommendations and designs must ensure the website is intuitive, easy to learn, efficient to use, and minimizes user errors.
NFR-02	Inclusivity Solution must address the needs of diverse user groups, including those with limited digital literacy, non-English speakers, and users with varying abilities.
NFR-03	Consistency i. Consistent TTC branding and design system ii. Solution must promote consistent navigation, terminology, and visual design across the website to reduce cognitive load and enhance user confidence.
NFR-04	Security i. Secure forms, customer data handling, and protection against cyber threats ii. Compliance with PIPEDA and applicable privacy regulations
NFR-05	Learnability The redesigned interface should enable new users to perform basic tasks within a short period, with clear navigation and calls to action.
NFR-06	Performance i. Page load times must be less than or equal to 3 seconds on standard broadband ii. Accessibility features must not degrade website responsiveness and load times.
NFR-07	Device and Browser Compatibility Solution must be compatible with major browsers and devices, including desktops, tablets, and smartphones.
NFR-08	Documentation Quality All reports, recommendations, and design deliverables must be clear, well-organized, and actionable for TTC's internal teams.

ID	Description
NFR-09	Maintainability Solution must be feasible for TTC to implement and maintain within its existing technical and operational environment.

5.3. Standards and Legislative Requirements

The Supplier shall provide and deliver the TTC.CA Website Redesign solution in compliance with the following Ontario Legislative Requirements:

1. Legislative Requirements:

- a) Applicable sections of the Accessibility for Ontarians with Disability (AODA) Act
- b) Industry standards and best practices, such as the Web Content Accessibility Guidelines (WCAG)
- c) Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
- d) Personal Information Protection and Electronic Documents Act (PIPEDA)
- e) Personal Health Information Protection Act (PHIPA)
- f) Canada's anti-spam legislation (CASL) (s.c. 2010, c.23)

6. IMPLEMENTATION REQUIREMENTS

The Supplier shall provide and deliver the following Implementation Requirements to:

1. Ensure that the Solution is configured, deployed, and otherwise made ready within the time frames established by the TTC or otherwise mutually agreed to by both parties.
2. Ensure that the design, workflow, configuration, integration, and ongoing operation of the Solution meets the Solution Requirements in accordance with Section 5.
3. Coordinate the deployment of the Solution with the TTC's services and service delivery infrastructures.

6.1. Implementation Phases

The TTC requires that the Solution be implemented in Phases governed by a **Statement of Work** based on the agreed upon project plan and deliverables. The first Statement of Work includes phases 1, 2 and 3. The optional second Statement of Work includes phase 4. The optional third Statement of Work includes phase 5. The optional fourth Statement of Work includes phase 6.

The TTC Business units involved in Phases 1, 2, 3 and 4 are:

- a. Marketing and Customer Experience
- b. Information Technology Services
- c. Corporate Communications
- d. Stakeholder and Community Relations
- e. Customer Service
- f. Advisory Committee on Accessible Transit (ACAT)
- g. Members of the ACAT Communications Subcommittee

The TTC Business units involved in Phases 5 and 6 are:

- a. Marketing and Customer Experience
- b. Information Technology Services

The Supplier shall provide and deliver the TTC.CA Website Redesign implementation phases further set out below.

6.1.1 Each Phase shall be implemented as set out below:

Statement of Work	Phase	Phase Description	Timing (unless otherwise agreed)
1.	1	Planning	Completed within thirty (30) calendar days after the approval of the first Statement of Work
	2	Current State Assessment, Discovery and Analysis	Completed within ninety (90) calendar days after the completion of Phase 1
	3	Target State Recommendations and Strategy	Completed within forty-five (45) calendar days following completion of Phase 3
2.	4	Design and Implementation-Planning	Completed within forty-five (45) calendar days following approval of the second Statement of Work
3.	5	Implementation, Training and Warranty	Completed within one hundred fifty (150) calendar days following approval of the third Statement of Work
4.	6	Support Services	As required, following approval of the fourth Statement of Work

6.1.2 Each Phase shall be delivered as set out below:

Phase 1: Planning

Purpose	Establish project clarity, align on objectives, and ensure all user groups are considered from the outset.
Objectives	<ol style="list-style-type: none"> I. Define project scope and project plan II. Engage user groups and stakeholders
Deliverables	<ol style="list-style-type: none"> I. Inventory of website assets and technical environment to be reviewed II. Identify all relevant internal/external stakeholders and user segments. III. Selection of assessment methodology IV. Details methodologies for usability and accessibility evaluation, including compliance with WCAG 2.0, 2.1, and 2.2 AA and AODA V. Outlines milestones, responsibilities, and deliverable dates.
Phase 2: Current State Assessment, Discovery and Analysis	
Purpose	Comprehensively evaluate the TTC website's usability, focusing on compliance, user experience, and benchmarking against industry peers. Analyze and translate assessment findings into actionable insights.
Objectives	<ol style="list-style-type: none"> I. Accessibility & Usability Evaluation II. Content & User Experience Analysis III. Market & Peer Benchmarking IV. Stakeholder Engagement
Deliverables	<ol style="list-style-type: none"> I. Familiarize with the TTC.CA website, TTC's accessibility commitments, and technical environment. II. Conduct accessibility compliance checks (WCAG 2.0, 2.1, 2.2 AA; AODA). III. Perform automated and manual reviews to identify compliance gaps. IV. Assess technical barriers and integration with assistive technologies. V. Evaluate how current technology supports or limits usability and accessibility. VI. Analyze content structure, clarity, and accessibility. VII. Identify pain points, barriers, and gaps in user experience. VIII. Map technology gaps to user pain points and business objectives. IX. Represent diverse user needs and journeys to ensure inclusive design. X. Conduct market analysis of the public transit industry and digital trends. XI. Perform comparative analysis of at least 3 peer websites (e.g., Metrolinx, GO Transit, UP Express, Transport for London). XII. Focus on design, functionality, trip planners, mobile experience, and accessibility features. XIII. Document stakeholder feedback and consensus on current-

	state findings and priorities
Phase 3: Target State Recommendations and Strategy	
Purpose	Present a clear vision for the future TTC website, providing detailed, user-centered recommendations, prioritizing improvements that will have the greatest impact on usability, accessibility, and inclusivity.
Objectives	<ul style="list-style-type: none"> I. Issue Prioritization II. Strategic Recommendations III. Future Vision & Planning IV. Implementation Roadmap
Deliverables	<ul style="list-style-type: none"> I. Rank identified issues by severity, impact, and urgency. II. Provide actionable steps to address major findings. III. Summarize technology-related barriers and opportunities. IV. Provide detailed recommendations for usability, accessibility, and technical enhancements, including CMS capabilities, emerging technologies, and AI components. V. Articulate the future user experience, accessibility goals, and technology capabilities to guide long-term planning. VI. Develop a phased strategic plan for the redesign of the ttc.ca website. VII. Prioritize features/functions for the redesign aligned with business objectives.
Optional Phase 4: Design and Implementation-Planning	
Purpose	Present a clear design and a phased implementation plan
Objectives	<ul style="list-style-type: none"> I. Provide wireframes/mockups illustrating key improvements II. Develop a phased implementation plan with timelines, resources, and milestones
Deliverables	<ul style="list-style-type: none"> I. Visual representations of improved layouts, navigation, and features, annotated with accessibility and technology requirements II. Annotated wireframes/mockups focusing on clarity, mobile responsiveness, and ease of navigation for major browsers and devices, including desktops, tablets, and smartphones. III. A phased implementation plan with timelines, resources, and milestones IV. Align design and implementation strategy with TTC stakeholders.
Optional Phase 5: Implementation, Training and Warranty	
Purpose	Implement the approved redesign of TTC.ca, Provide ninety (90) days warranty for TTC.ca
Objectives	<ul style="list-style-type: none"> I. Final Redesigned & Implemented TTC Website II. Post-launch support, training, documentation, and knowledge transfer. III. Provide bug fixes, resolve performance issues, and ensure

	compliance with agreed specifications
Deliverables	<ul style="list-style-type: none"> I. Develop, and implement the approved redesign of TTC.ca II. Ensure compliance with TTC brand standards, accessibility standards (WCAG 2.1 AA), and industry best practices. III. Provide testing (usability, accessibility, performance, cross-browser/device) IV. Deploy redesigned site and provide training for TTC staff V. Report and fix defects in design or implementation VI. Report and fix non-performance against agreed specifications VII. Upload errors or data integrity issues VIII. Check for security vulnerabilities
Optional Phase 6: Support Services	
Purpose	Provide support as needed. Refer to section 8.1.8. Professional Services Requirements of this Schedule. A separate Statement of Work will be required.

6.2. Schedule

The Supplier shall define and provide a detailed project plan and schedule to be reviewed and approved by the TTC and managed by the Supplier. The project plan and schedule shall include but is not limited to:

1. List of tasks to be executed and their dependencies and their Deliverables;
2. The estimated start and end dates, duration, and effort for each task;
3. The names of the resource that will be assigned to execute each task;
4. The overall time lines for completing all tasks;
5. Risk management plan that identifies how the Supplier will identify, mitigate, manage and communicate the project risks;
6. Regular status reporting to outline the progress and upcoming tasks and Deliverables.

6.3. Professional Services

The Supplier shall provide and deliver the following Professional Services:

6.3.1. Project Management Services

The Supplier shall provide and deliver end-to-end Project Management Services for the design, configuration, integration, implementation, and support for the *TTC.CA Website Redesign*.

- a) The Supplier shall provide resources as further set out in section 8.1 Supplier Key Resource Qualification and Responsibility Requirements.

- b) The Supplier shall provide and deliver all Project Management artefacts including Statement of Work (SOW), Project Plan, Project Schedule and any other document as further set out in section 6.3.2 Documentation Deliverables.

6.3.2. Documentation Deliverables

The Supplier shall follow the TTC's Deliverable Approval and Acceptance Process. The TTC will review and comment on submitted documents within 10 business days.

The Supplier shall provide and deliver the following documentation for the TTC.CA Website Redesign Solution, as further set out below:

Statement of Work 1 - Phase 1: Planning
<ul style="list-style-type: none"> I. Project Plan II. Research And Assessment Plan
Statement of Work 1 - Phase 2: Current State Assessment, Discovery and Analysis
<ul style="list-style-type: none"> I. Usability Audit Report II. User Personas and Task Scenarios III. Technology Capability Assessment Report IV. Stakeholder Review Summary
Statement of Work 1 - Phase 3: Target State Recommendations and Strategy
<ul style="list-style-type: none"> I. Target State Vision Document II. Design Recommendations Report III. Strategic Plan for Phased Implementation IV. Second Statement of Work
Statement of Work 2 - Phase 4: Design And Implementation-Planning
<ul style="list-style-type: none"> I. Design Wireframes/Mockups II. Phased Implementation Plan III. Third Statement of Work
Statement of Work 3 - Phase 5: Implementation, Training and Warranty
<ul style="list-style-type: none"> I. Training And Support Documentation II. Warranty Statement III. Issue Tracking & Resolution Report IV. Change Management Documentation
Statement of Work 4 - Phase 6: Support Services
<ul style="list-style-type: none"> I. Documentation as per the fourth Statement of Work.

The Supplier may provide its standard system documentation in either PDF or Microsoft Word format. Upon completion of implementation, documents shall become the property of TTC.

6.4. Performance Standards and Quality Assurance Requirements

The Supplier shall have demonstrable Quality Management methodologies appropriate to ensure that the Products and Services delivered comply with all applicable requirements described in this Scope of Deliverables document.

6.5. Changes to Solution

In addition to Changes to Scope stated in Section 1.03 of the Agreement, during the Implementation Phases, the TTC may require changes to the engagement. Such changes should be handled through a Project Change Request (PCR) . When it is necessary to perform a PCR, the Supplier shall work with the TTC to provide any supporting material needed to complete the PCR (tasks, effort, duration, cost, etc.) and, if approved, to perform the actual work per the PCR.

7. OPERATIONAL WARRANTY REQUIREMENTS

This section describes the Solution operational warranty requirements:

7.1. Warranty Requirements

The Warranty Period shall commence upon the Notice of Final Acceptance date of the Solution release deployment, and continue for a period of ninety (90) days. Supplier shall fix all defects identified pre-Go-Live and during the warranty period even if the fix takes longer than ninety (90) days to develop/deploy. During the Warranty Period, the Supplier shall provide on-site and remote support, as necessary, by Supplier staff with experience in the Solution to be available to support the following areas:

- a. Troubleshooting production incidents;
- b. Resolution of production incidents and promoting required changes to the production system from the non-production system following the TTC change management process and procedures, including but not limited to, documentation of the changes made to the Solution to resolve the incident and knowledge transfer to TTC of how the incident was resolved.

The Supplier shall promptly remedy defects whether discovered by the Supplier or brought to the Supplier's attention by the TTC, in accordance with Article 11.02 Product and Services Warranties of the Agreement (Appendix B - Form of Agreement (MPSA)).

8. KEY RESOURCE ROLES AND RESPONSIBILITY REQUIREMENTS

The Key Resource Roles and Responsibilities associated with the provision of the Solution as set out in this Schedule 1.02 Section 8 shall include, but not be limited to:

1. Supplier Key Resource Qualification and Responsibility Requirements as set out in this Schedule 1.02 Section 8.1.
2. TTC Resources as set out in this Schedule 1.02 Section 8.2.

8.1. Supplier Key Resource Qualification and Responsibility Requirements

The Supplier shall provide, at a minimum, the following key resources. The individuals assigned to these roles may be different or the same, at the Suppliers sole discretion.

8.1.1. Supplier Project Manager (PM)

The Supplier shall provide a Project Manager who shall be accountable for the project management of the Project across all phases and deliverables, and shall, as a minimum, have the qualification and responsibilities set out below.

1. The Supplier Project Manager shall have the following qualifications:
 - a. Project Management Professional (PMP) certification or equivalent;
 - b. Degree in Business Administration, Computer Science, or related discipline;
 - c. Five (5) or more years' project management experience for complex systems implementation;
 - d. Two (2) years experience related to implementation of TTC.CA Website Redesign projects of similar scope and scale;
2. The Supplier Project Manager shall be assigned by the Supplier to the TTC account and be available for ongoing interaction with the TTC's TTC.CA Website Redesign project manager (TTC Project Manager) for the duration of the Project delivery phases.

Upon receipt of the Notification of Award, the Supplier shall be required to attend a Kick-Off Meeting. The meeting shall be organized by the TTC. The Supplier Project Manager shall meet on a regular day-to-day basis with the TTC Project Manager to review the status, issues, and points for escalation and will:

- a. Submit a detailed schedule/work plan for TTC approval;
 - b. Provide weekly status reports to TTC Project Manager via email, on the last business day of the week;
 - c. Attend regular team meetings;
 - d. Serve as the primary contact for the TTC;
 - e. Provide minutes of meeting and working sessions/workshops;
 - f. Take direction from the TTC Project Manager;
 - g. Manage Supplier resources to ensure timely completion of Deliverables;
 - h. Lead the engagement and related activities;
 - i. Manage Supplier-related project issues as assigned; and Sign off on all Deliverables.
3. The Supplier Project Manager and TTC Project Manager shall liaise continuously to ensure quality work, deliverables and strict adherence to timeline of project. The Supplier's Project Manager will provide regular weekly briefing sessions to the TTC Project Manager on project status, issues, completion of tasks and milestones.

4. Project governance meeting will be held monthly if needed to escalate issues and risks.
5. The Supplier Project Manager shall submit a draft meeting minutes for review, comment and approval to the TTC Project Manager, not more than two working days after the meetings. Following the incorporation of TTC's comments, the Supplier Project Manager shall send an electronic copy of the final agreed-upon meeting minutes to all relevant parties no later than five working days after the meeting.
6. The regular means of written communication shall be through secure email. The Supplier Project Manager shall communicate all sensitive information using the Supplier provided secure cloud storage, such as Microsoft OneDrive.
7. In addition to these formal meetings, it is expected there will be ad-hoc meetings required to co-ordinate specific activities and/or concerns. The Supplier Project Manager shall attend all meetings as required in person or via conference calls at the TTC's option.
8. The Supplier Project Manager shall be responsible to bring to any meeting the required Supplier resources with the relevant expertise and knowledge.
9. The Supplier Project Manager will oversee all staff and sub-contractors of the Supplier and manage the production of contracted Products and Services. The Supplier's Project Manager shall be the primary point of reference and contact for the Supplier's project team. The Project Manager assigned by the Supplier shall have the authority to bind the Supplier and oversee Supplier's staff engaged under this Agreement.
10. The Supplier Project Manager shall be responsible for all coordination between the Supplier's Resources and TTC Resources and other stakeholders. This coordination should be directed through the TTC Project Manager.
11. The Supplier Project Manager shall be responsible for the planning and delivery or any transition activities that may exist from the Project delivery phases to Operational Phases, focusing on resourcing, implementation timing, risk management, contingency planning, and budgeting.
12. The Supplier Project Manager shall have the responsibility to manage the resolution of any issues identified by the TTC.

8.1.2. User Experience (UX) Designer / Researcher

Conducts user research and usability testing, develops user personas, and creates wireframes/mockups with a focus on inclusive and accessible design. The User Experience (UX) Designer / Researcher shall, as a minimum, have the qualifications set out below:

- a. Five (5) or more years in usability testing and inclusive design
- b. Two (2) or more years in creating wireframes and user flows

- c. Five (5) or more years in user research, especially with diverse and disabled users
- d. Two (2) or more years in benchmarking against industry best practices

8.1.3. Technical Analyst

Analyzes the website's technical architecture and advises on feasible technical solutions. The Technical Analyst shall, as a minimum, have the qualifications set out below:

- a) Five (5) or more years in HTML, CSS, JavaScript, ARIA and other web front-end technologies
- b) Five (5) or more years in website architecture and CMS
- c) Two (2) or more years in automated accessibility testing tools
- d) Five (5) or more years in technical problem-solving skills

8.1.4. Quality Assurance (QA) Tester

Performs systematic testing of the website for functional and accessibility issues across devices and browsers, using both automated tools and assistive technologies. The Quality Assurance (QA) Tester shall, as a minimum, have the qualifications set out below:

- a. Five (5) or more years in manual and automated accessibility testing
- b. Five (5) or more years in assistive technologies
- c. Five (5) or more years in cross-browser and cross-device testing expertise

8.1.5. Supplier Technical Account Manager

The Supplier shall provide a dedicated Technical Account Manager who shall have sole responsibility for successful delivery of all services and completion of all Deliverables throughout all phases (implementation and operational phases) of the Agreement. The Supplier Technical Account Manager will serve as the lead one-window liaison between the Supplier and the designated TTC Support Manager. The Supplier Technical Account Manager shall be accountable for the management of the Operational Warranty, Maintenance, Support Service Requirements and any Service Level issued there under, and shall have, at a minimum, the responsibilities set out below.

1. The Technical Account Manager shall be available and committed to participate in meetings with the TTC concerning this agreement and any Service Level issued there under. The Technical Account Manager may bring additional resources to any such meetings, as deemed necessary. It is understood that such additional resources shall be included at the Supplier's expense.
2. All face-to-face meetings shall be held either in the Greater Toronto Area or remotely, as deemed necessary by the TTC.
3. The Technical Account Manager shall have full authority to represent the Supplier for this Agreement. The Supplier Technical Account Manager shall handle all billing

discrepancies, and is responsible for responding to all TTC service requests (e.g., SOW, Project change requests, etc.).

4. The Technical Account Manager shall have the responsibility to manage the resolution of any human resource issues identified by TTC, such as the replacement of unacceptable resources.
5. The Supplier Technical Account Manager cost shall be included in the base cost of the Service and shall not be extra-billable at any time during the duration of the Agreement.
6. The Technical Account Manager shall be fully responsible for its employees, contract staff, sub-contractors, consultants and personnel directly or indirectly employed by the Supplier. This includes:
 - a. Traveling expenses
 - b. Communication expenses
 - c. Meal and accommodation expenses
 - d. Coordination with TTC staff resources and other stakeholders

8.1.6. Supplier Additional Resource Roles

The Supplier shall replace any team member if the TTC is not satisfied with their performance. Additional team members proposed by the Supplier must be approved by the TTC.

8.1.7. Supplier Responsibilities

The Supplier shall provide and deliver the Deliverables in compliance with the TTC's security procedures for access to the site and equipment. The Supplier shall not be responsible for any delays resulting from delays in obtaining access.

All technical Solutions for the project are required to be in compliance with, and during each stage of the project (system design, implementation, management, and support) the Supplier will adhere to all applicable policies as indicated in Schedule 3.01 TTC Policies of the Agreement.

8.1.8. Professional Services Requirements

The Supplier shall provide pricing for the Supplier resources as well as any other Professional Service resources (Rate Card) required in providing Services for the Solution, as outlined in Schedule 5.01, Pricing.

8.2. TTC Resources

TTC will perform the following key Software Development Life Cycle (SDLC) activities across all phases as part of the Agreement execution:

- i. Provide subject matter expertise as needed
- ii. Broker and facilitate meetings with Suppliers as needed
- iii. Review and comment on various artefacts
- iv. QA Review and Sign off
- v. Deliverable Acceptance

To facilitate the delivery of Services, the TTC shall provide, but shall not be limited to providing the following TTC Resources:

8.2.1. TTC Project Manager

The TTC will assign TTC's Component Content Management System project manager (TTC Project Manager), who will be the primary point of reference and contact for project governance during all project delivery. The TTC Project Manager role shall include implementation, TTC resourcing, financial and agreement related issues. All formal correspondence, submittals, etc. shall be addressed to the TTC Project Manager during the project deliver phases. The TTC Project Manager will work with Supplier Project Manager to facilitate day-to-day work until Solution is migrated and formally accepted. Any issues should be escalated to the TTC Project Manager during the project delivery phases.

8.2.2. TTC Support Manager

The TTC will assign a Support Manager, who will be the primary point of reference and contact during all Operational Phases (e.g. on-going support and future enhancements). The TTC Support Manager role shall include support and maintenance, TTC resourcing, financial and agreement related issues. All formal correspondence, submittals, etc. shall be addressed to the TTC Support Manager during the Operational Phases. The TTC Support Manager will facilitate day-to-day support and participate in product/activity and performance reviews. Any issues should be escalated to the TTC Support Manager during the Operational Phases.

8.2.3. Additional TTC Roles

The TTC shall also appoint additional roles as required, such as, but not limited to, Solution Architects, Technical Leads, Subject Matter Experts (SMEs), Quality Assurance Specialists (e.g., testers), Support Analysts, who will be involved in various phases of the engagement. These roles will have the required knowledge (e.g., requirements and associated processes) and expertise to support the Supplier throughout all the phases of the engagement.

8.2.4. Other TTC Provided Resources

1. The TTC will provide information, services, and office space for use by the Supplier on an as required basis. This may include:
 - a. TTC Property Passes to access TTC property

- b. Hotel Station for assigned and approved resources
 - c. Workstations connected to the Internet via TTC's technical infrastructure
 - d. Internet-based access to the solution
 - e. Resources and services to perform project tasks required in this SOS
- 2. The TTC will prefer a work from home arrangement with the Supplier. However, the TTC reserves the right to request onsite work with no cost implication:
 - a. Secure access to the TTC network and solution.
 - b. Resources and services to perform project tasks.

[End of Schedule]

APPENDIX B

MASTER PRODUCT AND/OR SERVICES AGREEMENT

THIS MASTER PRODUCT AND SERVICES AGREEMENT C25SU25663 is made as of [●], 2025 (the “**Effective Date**”) between Toronto Transit Commission, City of Toronto board continued under the *City of Toronto Act, s.o.2006 c.11* (“**TTC**”) and ●, a [corporation incorporated] under the laws of ● (“**Supplier**”).

ARTICLE 1 DEFINITIONS; SERVICES; CHANGES

1.01 Definitions and Schedules

- (1) Capitalized terms used herein and not otherwise defined will have the meaning set out in Schedule 1.01 (Definitions). The following are the Schedules to this Agreement as of the Effective Date:

Schedule 1.01	Definitions
Schedule 1.02	Scope of Deliverables
Schedule 3.01	TTC Policies
Schedule 5.01	Pricing
Schedule 9.02	Privacy Requirements
Schedule 9.04	Security and Business Continuity Requirements
Schedule 13.01	Insurance

1.02 Scope

- (1) **Products.** If the Deliverables include Products, TTC shall purchase the Products from Supplier, and Supplier shall sell the Products to TTC, on the terms and conditions set out in this Agreement, including Schedule 1.02 as supplemented or amended by any Purchase Order issued by TTC to Supplier. The Parties agree that TTC may issue Purchase Orders for Products from time to time to Supplier and that the terms and conditions of this Agreement apply to all Purchase Orders.
- (2) **Services.** If the Deliverables include Services, TTC retains Supplier to provide the Services described in Schedule 1.02 or any Statement of Work, as applicable. Supplier and TTC may, from time to time, enter into separate Statements of Work in writing and in such form as the Parties may agree, relating to the Services.
- (3) **Service Levels.** Supplier will, at all times, perform the Services in a manner that meets or exceeds all applicable services levels set out in this Agreement, including service levels set out in Schedule 1.02 (Scope of Deliverables) (the “**Service Levels**”), if any. Supplier recognizes that its failure to meet a service level will

have a material adverse impact on the business and operations of TTC and that damages resulting from Supplier's failure to meet a Service Level may not be capable of precise determination. If Supplier fails to meet any Service Level for which a remedy is expressly provided in this Agreement, then TTC will be entitled to such remedies. Supplier agrees that it is obligated to meet all Service Levels, even if no remedy for a failure to meet such Service Level is expressly provided in this Agreement.

1.03 Changes to Scope

- (1) Subject to Section 1.03(5), TTC may request a Change by delivering to Supplier a written document (a **"Change Request"**) describing the proposed Change. Supplier will deliver to TTC a response (a **"Change Response"**) that includes: (a) the specifications and a description of how and when the proposed Change will be implemented; (b) a description of the effect, if any, of the implementation of the Change on TTC or the Deliverables; (c) with respect to proposed Changes, a statement of the fees that Supplier proposes to charge TTC; and (d) any other details reasonably required by TTC.
- (2) Supplier will not reject any Change Request received from TTC unless it is not technically possible to carry out the proposed Change. TTC may reject any Change Response, regardless of which party initiated the applicable Change Request.
- (3) Supplier will not implement any Change unless a document setting out in detail the terms and conditions pursuant to which the Change will be made (a **"Change Order"**) has been executed by authorized representatives of TTC.
- (4) Upon the execution by the parties of a Change Order: (a) Supplier will implement the Change in accordance with the Change Order; and (b) the Change will be part of the applicable obligations of Supplier under this Agreement.
- (5) If a Change involves a Change to any provision of this Agreement other than a provision in a Statement of Work, the parties must execute a formal amendment to this Agreement in accordance with 15.01(9) (Miscellaneous) of this Agreement.

ARTICLE 2 TIMELINES AND REMEDIES

2.01 Delays

- (1) Supplier will provide the Deliverables in accordance to the timelines set out in this Agreement. Without limiting any of TTC's other rights hereunder at law or in equity, Supplier shall immediately advise TTC as to any delays being encountered, the reasons therefor, and the actions being taken to recover from such delays and, if Supplier fails to meet the applicable timelines, TTC will be entitled to all applicable remedies set out in the Agreement. If delivery of a Product or performance of

Services is late by more than 10 Business Days from the applicable timelines, TTC may, in its discretion and in addition to all other remedies available to it, terminate this Agreement (or any part thereof) for cause forthwith upon notice to Supplier and without further obligation to Supplier.

ARTICLE 3 PERFORMANCE OF SUPPLIER OBLIGATIONS

3.01 Compliance With Policies

- (1) Supplier and Supplier Personnel will comply with: (1) the policies, processes, procedures and standards of TTC set out in Schedule 3.01 or otherwise provided to Supplier from time to time; and (2) the requests, rules, regulations and other requirements of TTC regarding safety and health, personal, professional and security conduct generally applicable to TTC facilities, which TTC has provided to Supplier from time to time. Supplier will ensure that, at all times, Supplier Personnel clearly identify themselves as personnel of Supplier and not employees of TTC, including in any and all communications, oral, written or electronic. Unless otherwise specified by TTC from time to time, Supplier Personnel will only access TTC facilities as approved by TTC and during TTC's Business Hours on Business Days.

3.02 Key Personnel

- (1) Supplier shall provide fully trained, competent, and skilled personnel to perform the Services hereunder. Changes in Supplier's personnel performing the Services shall be made only with the prior written approval of TTC. Supplier will designate a person as its engagement manager (each, a **"Supplier Representative"**) who will act as the primary contact for Supplier with respect to all matters relating to this Agreement. A Supplier Representative will be responsible for the day-to-day management of the ongoing tasks and activities involved in the performance of the Services. Supplier will also identify the designated Supplier Personnel (together with the Supplier Representative, the **"Key Personnel"**) who will be assigned to perform Supplier's obligations hereunder. Supplier will not permit any Key Personnel to cease to perform those obligations which he or she has been assigned to perform, except for reasons of illness, resignation, termination for cause or other causes outside the reasonable control of Supplier, or, at TTC's request in accordance with Section 3.03, in which case Supplier agrees to comply with such request as soon as reasonably possible. If Supplier removes any Key Personnel, Supplier promptly will propose for approval by TTC a replacement individual who has the qualifications, expertise and knowledge required to carry out the obligations assigned to the Key Personnel. Supplier will be responsible for costs and expenses for the period required to equip such replacement Supplier Personnel with knowledge necessary to perform at the same level as the replaced Supplier Personnel.

3.03 Responsibility for Supplier Personnel

- (1) Supplier will be responsible for providing all personnel that are required to provide the Services, and has the sole duty and obligation to supervise and direct the activities of the Supplier Personnel. All Supplier Personnel will be and remain at all times during their assignment to provide Services employees or agents of Supplier and not of TTC. Except as otherwise expressly agreed to in writing by the parties, Supplier is solely responsible for payment of: (1) all income, disability, withholding and other employment taxes related to Supplier Personnel; and (2) all compensation, medical benefit premiums, vacation pay, sick pay or other fringe benefits for Supplier Personnel from the provision of Services under this Agreement.
- (2) TTC may, acting reasonably, request the immediate removal or replacement of Supplier Personnel from the provision of the Deliverables, for any reason, and Supplier shall remove or replace or cause to be removed or replaced such Supplier Personnel. Supplier agrees that TTC's rights to not obligate Supplier to take any other action regarding such Supplier Personnel including, without limitation, the termination or breach of any employment or other contractual relationship with such Supplier Personnel. However, Supplier in its sole and absolute discretion may take such action as it deems appropriate under the circumstances. If Supplier takes any action other than the requested removal or replacement, or causes any such action to be taken, in respect of any such Supplier Personnel, Supplier shall indemnify, defend, and hold harmless TTC Indemnitees from all Losses or Claims arising therefrom.

3.04 Subcontracting

- (1) Any subcontract(s) in respect of the Deliverables shall be made in the name of the Supplier, shall not bind nor purport to bind TTC, and, notwithstanding any other provision of this Agreement, shall not relieve Supplier of any obligation under this Agreement, impose any liability upon TTC nor limit any of TTC's rights or remedies under this Agreement or at law. Without limiting the foregoing:
 - (a) Supplier shall not engage any Person to provide any of the Deliverables and shall not enter into any subcontract in respect of all or any portion of the Deliverables unless
 - (i) otherwise approved in writing by TTC; and
 - (ii) Supplier provides evidence satisfactory to TTC, in TTC's sole discretion, that the Supplier Subcontractor has agreed to the terms and conditions set out in Paragraph (g) below;
 - (b) any prospective change to permitted subcontractors must be detailed by Supplier in advance and in writing to TTC and no permitted Supplier

Subcontractors may be changed without TTC's prior written approval, which approval shall not be unreasonably withheld;

- (c) when required by this Agreement, or requested by TTC, Supplier shall provide information regarding any of its subcontracts or Supplier Subcontractors, which information may include subcontract specifications, selection criteria, evaluation memoranda, and a complete copy of the executed subcontract (if so requested by TTC);
- (d) notwithstanding any subcontract or any approval of a Supplier Subcontractor by TTC, Supplier shall remain exclusively responsible for delivery of the Deliverables under this Agreement and Supplier agrees that any action or omission of a Supplier Subcontractor (or any personnel of a Supplier Subcontractor) may be considered by TTC to be an action or omission of Supplier;
- (e) Supplier will be solely responsible for the quality of services and materials supplied by any Supplier Subcontractor and shall co-ordinate all activities relating to approved Supplier Subcontractors and for the proper delivery of all the Deliverables;
- (f) TTC may review and communicate to Supplier any concerns with respect to any Supplier Subcontractor(s) and Supplier, acting reasonably, will address such concerns, provided that, if TTC is not satisfied with the performance of any Supplier Subcontractor, TTC shall have the right to require that the delivery of services or products from such Supplier Subcontractor be terminated and TTC shall have no liability in connection therewith;
- (g) Supplier shall ensure that any subcontract(s) in respect of the Deliverables shall require Supplier Subcontractors to comply with Supplier's obligations pursuant to this Agreement relating to the disclosure, use, dissemination, publication, protection, return, and destruction of Confidential Information and Personal Information as if those were direct obligations of the subcontractor hereunder. Supplier shall be responsible for ensuring that Supplier Subcontractors comply with such obligations, including without limitation, those pursuant to Section 3.01 and Article 9; and
- (h) if TTC consents to Supplier delegating or subcontracting all or any part of Supplier's obligations set out in this Agreement, Supplier agrees that TTC will not be required to enter into any agreements directly with any Supplier Subcontractor.

3.05 Interaction with Other Contractors

- (1) Supplier acknowledges that TTC has entered or may enter into agreements with Persons other than Supplier (each, an “**Other Contractor**”) for the supply of products or services that are related to the Deliverables.
- (2) At TTC’s request, and in furtherance of Supplier’s obligations set out in Section 3.05(3) below, Supplier will negotiate in good faith and enter into an operating agreement with TTC and an Other Contractor, which agreement sets out the terms and conditions, operating procedures and other requirements to be followed and met by Supplier, TTC and such Other Contractor, to facilitate the cooperation and assistance of Supplier described in Section 3.05(3) below.
- (3) At TTC’s request, Supplier will cooperate with and assist, and will cause each Supplier Subcontractor to cooperate with and assist, the Other Contractors in order to coordinate the performance by each Other Contractor of its obligations with the performance of the obligations of Supplier and Supplier Subcontractors, including providing information related to the Deliverables to TTC and the Other Contractor, granting access to hardware, software, systems, content, equipment and facilities being used by Supplier and collaborating with TTC and Other Contractors in addressing issues involving the Deliverables and deliverables supplied by the Other Contractor, provided that, if compliance with the obligations set out in this Section 3.05 would require the disclosure of Confidential Information of Supplier to Other Contractors, Supplier may require the Other Contractor to execute a confidentiality agreement with Supplier.
- (4) To the extent that Supplier receives any services on behalf of TTC under any agreement between TTC and any Other Contractor, Supplier will comply with all obligations of TTC under such agreement relating to Supplier’s receipt of such services of which TTC has informed Supplier, to the same extent as though Supplier had been named a party to the agreement in place of TTC.

3.06 Acceptance and Shipment of Products

- (1) **Risk of Loss.** Risk of loss for and title to, including financial responsibility for damage or loss to, the Products shall pass to TTC on the date on which the Products are inspected and accepted by TTC at TTC’s premises in accordance with this Section 3.06. Supplier is responsible for all shipping, insurance, and brokerage fees unless otherwise specified in the Scope of Deliverables.
- (2) **Acceptance Process.** Subject to an alternative acceptance process set out in the Scope of Deliverables or agreed upon in writing by the Parties, Supplier shall, at TTC’s request and in the presence of TTC’s representatives at TTC’s discretion, perform on-site tests demonstrating that the Products function in accordance with and otherwise conforms with the Scope of Deliverables and the terms of this Agreement. Whether or not such tests are conducted, TTC shall, in all cases, have twenty (20) Business Days following the later of (a) delivery; and (b) installation by Supplier (if applicable) of the Products to accept the Products once TTC is satisfied

that the Products function in accordance with and otherwise conforms with the Scope of Deliverables and the terms of this Agreement. Supplier assumes and retains full responsibility and risk of loss for the Products until TTC accepts the Product.

- (3) **Right to Return.** In the event that TTC does not accept the Products, it shall notify Supplier in writing of the defects or deficiencies (a “**Deficiency Notice**”). If Supplier is unable to satisfactorily remedy any such defects and deficiencies within twenty (20) Business Days following receipt of the Deficiency Notice, TTC may terminate this Agreement as a whole, or solely with respect to such Products, and return the Products to Supplier, at Supplier’s expense, and Supplier shall refund to TTC any amounts paid with respect to such Products. In the event that TTC accepts a replacement for the Products, Supplier shall pay all shipping, freight, insurance, and other changes incurred in connection with the delivery of its replacement to TTC, and the acceptance process described in this Section 3.06 shall be repeated for such replacement Products.
- (4) **Shipment.** TTC shall have no obligation with respect to the unloading of the Products at the designated delivery point or the insurance of the Products during and after such unloading, all of which shall be the responsibility of Supplier. Unless otherwise specified in the Scope of Deliverables, Supplier shall ship Products Delivered Duty Paid to the designated delivery point and shall act as importer of record of the Products and, without restricting the generality of the foregoing, shall be responsible for ensuring that the importation of the Products complies fully with requirements of all Applicable Law with respect to importing, customs, duties, and taxation, including obtaining and/or providing all documentation required to support preferential tariff treatment and the payment of customs duties, goods and services tax, and any other taxes payable upon the importation of the Products.

ARTICLE 4

BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

4.01 Business Continuity Planning

- (1) Supplier will comply with the Business Interruption requirements set forth in Schedule 9.04 to ensure the continuation of the Deliverables in the event of a Business Interruption. Supplier will immediately report to TTC: (1) any significant changes to Supplier’s business resumption and contingency plans; and (2) any event that may have the potential to materially affect the delivery of the Deliverables. Upon request Supplier will provide TTC with a copy of its business continuity plan and related business continuity and disaster recovery information as well as any tests results in respect of its business continuity plan.

ARTICLE 5

FEES

5.01 Fees

- (1) TTC will pay to Supplier the following amounts (collectively, the “**Fees**”) in consideration for the performance by Supplier of Supplier’s obligations under this Agreement in accordance with the invoice and payment terms set out in this Article 5.

All Fees payable shall be consistent with and be based on the rates set out in Schedule 5.01. For example, if TTC requests additional Services through a new Statement of Work or new Purchase Order, the Fees for such additional Deliverables shall be based on the rates set out in Schedule 5.01, as applicable.

- (2) Operational Changes are included in the Fees and Supplier will provide all Operational Changes at no additional cost to TTC.
- (3) Except as agreed to in writing by the Parties, there will be no other fees or other amounts payable by TTC to Supplier in respect of the Deliverables.
- (4) Supplier acknowledges and agrees that TTC makes no representation or warranty as to the nature, timing, quality, quantity or volume of Deliverables required from Supplier under this Agreement or the compensation that may be earned by Supplier. This Agreement will not be interpreted to grant to Supplier exclusive rights or to bind TTC in any way to an exclusive relationship with Supplier. Supplier is not the exclusive provider to TTC of any of the Deliverables.
- (5) With respect to periodic payment, if any period in which any payment is to be made is less than the full period in respect of which the payment is due, then the payment will be prorated on a daily basis based on the number of days in the actual period.
- (6) If TTC is entitled to a refund, credit (including any credit owing to TTC as a result of Service Level failures) or discount pursuant to any provision of this Agreement, Supplier will credit such amount to TTC in accordance with TTC’s instructions.
- (7) Unless otherwise agreed upon by the Parties, TTC will not reimburse Supplier for any expenses incurred by Supplier for any hospitality, food, or incidental expenses.

5.02 Invoicing

- (1) Supplier will invoice TTC for the Fees payable in accordance with the following requirements:
 - (a) Supplier will provide TTC with invoices containing complete billing details for all of the Deliverables provided to TTC for which payment is sought;
 - (b) Invoice charges for out-of-pocket expenses, including out-of-pocket expenses invoiced by Supplier that is registered for GST/HST, must be exclusive of any taxes recoverable by Supplier, i.e. such expenses invoiced must be net of the GST/HST paid or payable by Supplier on the original

expenditure. Supplier will be responsible for recovering these taxes from the tax authorities according to Applicable Laws; and

- (c) Supplier will: (a) correct any billing errors that result in overpayment by TTC in a timely manner by issuing a retroactive credit against Fees in the amount necessary to correct such error; (b) itemize on each invoice separate charges for each of the taxable and non-taxable amounts by jurisdiction and will disclose Supplier's GST, HST and other tax registration numbers, as applicable; and (c) prepare all invoices in accordance with Applicable Law and this Agreement.
- (d) If the Fees or any portion thereof are on a time and materials basis, Supplier shall maintain daily time records of all activities undertaken in connection with the Deliverables, in sufficient detail to permit TTC to reasonably verify the work performed and the value of the Deliverables. Supplier shall provide the detailed supporting records together with each applicable invoice submission.

5.03 Payment of Undisputed Invoiced Amounts

- (1) Subject to Sections 5.04 (Set-Off) and 5.05 (Disputed Fees), TTC will pay all Fees on invoices delivered in accordance with the requirements of Section 5.02 (Invoicing) within thirty (30) days of the date of receipt of such invoice. TTC will have no obligation to pay any amount invoiced if the invoice was delivered to TTC more than 60 days following the date on which Supplier's right to invoice TTC for such payment arose, regardless of the invoice date. Supplier acknowledges that this Section is intended only to address exceptional and inadvertent failures by Supplier to invoice TTC on a timely basis and that this Section will not entitle Supplier to deliberately delay invoicing.

5.04 Set-Off

- (1) TTC may set-off and deduct from any amounts payable to Supplier: (1) any amounts owing by Supplier to TTC pursuant to this Agreement; and (2) any costs incurred by TTC in collecting any amounts owing by Supplier to TTC pursuant to this Agreement. The failure by TTC to set-off or deduct any amount from an invoiced payment will not constitute a waiver of TTC's right to set-off, deduct or collect such amount.

5.05 Disputed Fees

- (1) TTC may withhold payment of any portion of any amounts due to Supplier under this Agreement that TTC disputes in good faith (each a "**Dispute**"), until such Dispute is resolved. Within 45 days of TTC's receipt of an invoice on which a disputed amount appears, TTC will notify Supplier in writing of the specific amounts that it disputes, which notice will describe in detail TTC's reason for disputing each such amount. Within five (5) days of Supplier's receipt of such notice, the Parties

will refer the Dispute for resolution to the applicable Supplier Representative and TTC's representative. Failure by TTC to give notice of a Dispute or payment by TTC of an amount invoiced will not affect TTC's right to later initiate a Dispute with respect to such amount. TTC may withhold payment of any portion of any amounts due to Supplier under this Agreement that TTC disputes in good faith until such Dispute is resolved in accordance with this Section and, for greater certainty, any such withholding will not thereby constitute or be deemed to constitute a default or breach by TTC of this Agreement.

ARTICLE 6 TAXES

6.01 Supplier Tax Responsibility

- (1) Supplier will be responsible for, and will timely pay and remit, all taxes imposed on it.

6.02 Withholding Taxes

- (1) TTC will: (a) be entitled to deduct or withhold from any Fees or other amounts payable to Supplier under this Agreement such taxes or other amounts required to be withheld or deducted in accordance with Applicable Law ("**Withholding Amount**"); (b) remit each Withholding Amount to the appropriate Governmental or Regulatory Authority; and (c) provide Supplier with a receipt or other document evidencing the deduction or withholding as required by Applicable Law. Each Withholding Amount will be deemed to have been paid to Supplier on the due date of the related amount payable.
- (2) Supplier will: (a) be solely responsible for claiming any refund or applicable tax credits related to such deductions or withholdings and TTC will not be required to pay any additional amounts to Supplier with respect to any taxes for withholdings in addition to the Fees or other amounts payable under this Agreement; and (b) not gross-up any Fees or other amounts payable to Supplier in respect of, or in anticipation of, any withholding and other taxes that Supplier may be required to collect or remit in respect of any Services performed by Supplier.

6.03 Tax Assessments and Claims

- (1) Upon request, Supplier will provide commercially reasonable assistance to TTC if TTC has reasonable grounds to challenge the validity of any tax imposed on it under this Agreement.

ARTICLE 7 MAINTENANCE AND RETURN OR DESTRUCTION OF INFORMATION; AUDITS

7.01 Maintenance and Access to Information

- (1) Supplier will maintain all information relating to the provision of Services hereunder and required to enable TTC to exercise its respective rights under this Agreement or otherwise required for TTC to comply with Applicable Law in Canada or other the locations approved by TTC in writing from time to time. Without limiting the generality of the foregoing, Supplier will maintain all information relating to any aspect of Supplier's performance of its obligations set out in this Agreement.

7.02 Return or Destruction of Confidential Information

- (1) Upon completion of Supplier's required use of and obligations with respect to Confidential Information of TTC or upon TTC's request, Supplier will promptly return or destroy all Confidential Information of TTC in accordance with TTC's instructions. If TTC requests the destruction of any Confidential Information of TTC, then Supplier will complete the destruction requested and provide TTC with written confirmation of the actions taken within five Business Days of receipt of TTC's instructions. Supplier will: (1) protect the confidentiality of Confidential Information of TTC during the destruction process; and (2) provide TTC with a certificate, in form and substance satisfactory to TTC, delivered to TTC, confirming which Confidential Information of TTC has been destroyed along with the time, place and method of destruction.

7.03 TTC Audit Rights; Supplier's Obligations Relating to TTC Audits and Remediation

- (1) Upon reasonable prior notice, TTC may audit and inspect Supplier Personnel and all information of Supplier, any Supplier Affiliate or Supplier Subcontractor relating to the Deliverables located anywhere, in order to verify: (a) compliance with the terms of this Agreement; (b) compliance with Applicable Law; (c) the systems used, and practices and procedures followed, in providing the Deliverables; and (d) the security and integrity of the TTC Property, Deliverables, Supplier Property and all other hardware, software, systems, content and facilities used to provide the Deliverables.
- (2) Supplier will co-operate with and provide to TTC such reasonable assistance as it requires in order to exercise the rights set out in this Article. Supplier will provide to TTC access to all Supplier Personnel, information or other materials as are reasonably necessary to enable TTC to exercise the rights set out in Section 7.03(1).
- (3) If any testing, certification or audit reveals any error, deficiency or other failure to perform on the part of Supplier (including any overpayment of Fees by TTC), Supplier will as soon as reasonably possible take corrective actions to remedy such error, deficiency, or failure and notify TTC when such remedial action has been completed. TTC will be entitled, in its discretion, to conduct a follow-up audit to confirm that Supplier's remediation obligations set out in this subsection have been fulfilled.

- (4) An audit may be conducted at any time up to one (1) year after payment of the final invoice under this Agreement.

7.04 Reimbursement Obligations

- (1) If any audit conducted under this Agreement reveals an overpayment of Fees by TTC during the period covered by such audit, Supplier will immediately reimburse TTC for such overpayment.

ARTICLE 8 OWNERSHIP

8.01 Ownership of TTC Property

- (1) TTC is and will be the exclusive owner of all of the TTC Property and all Intellectual Property Rights therein. All right, title and interest, including all Intellectual Property Rights, in TTC Property will vest in TTC, immediately upon creation and regardless of the state of completion of such TTC Property. Supplier will acquire no rights to any TTC Property other than the license rights that may be expressly agreed upon by the Parties. Supplier agrees to keep all TTC Property and the Deliverables free and clear of all Encumbrances.

8.02 Assignment and Waiver

- (1) Supplier: (a) hereby assigns and transfers to TTC; (b) agrees to assign and transfer to TTC; and (c) agrees to cause all Supplier Personnel and any other personnel of Supplier to assign and transfer to TTC, as and when created, all right, title and interest, including Intellectual Property Rights, throughout the world in and to all: (i) Custom Developments; and (ii) to the extent any right, title, interest or Intellectual Property Right in TTC Property does not automatically and immediately vest in TTC, to such TTC Property.
- (2) Supplier will cause all Supplier Personnel to waive, for the benefit of TTC and its respective successors, assigns, licensees and contractors (including Other Contractors), their respective moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout the world) in and to the TTC Property.

8.03 Ownership of Supplier Property

- (1) Supplier is and will be the exclusive owner of all Supplier Property and all Intellectual Property Rights therein. All right, title and interest, including all Intellectual Property Rights, in Supplier Property will vest in Supplier, immediately upon creation and regardless of the state of completion of such Supplier Property. TTC will acquire no rights to any Supplier Property other than the licence rights expressly granted under or in respect of this Agreement.

8.04 Licences for Supplier Property Embedded in TTC Property

- (1) Supplier grants to TTC, a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to:
 - (a) access, use, copy, support, maintain, Modify, sublicense, assign, distribute or otherwise exploit any Supplier Property that is integrated with, embedded in, forms part of, or is otherwise required in order to access, use, copy, support, maintain, Modify, sublicense, assign, distribute or otherwise exploit any TTC Property; and
 - (b) access, use, copy, support, maintain, Modify, sublicense, assign, distribute or otherwise exploit the source code materials for Supplier Property referred to in Section 8.04(1) (Licences for Supplier Property Embedded in TTC Property) in order to exercise the rights granted in Section 8.04(1) (Licences for Supplier Property Embedded in TTC Property), and to assemble, compile or interpret the source code forming a part thereof into a form that is readable, usable and executable by machines.

8.05 Licences for Documentation

- (1) Supplier grants to TTC a fully paid-up, royalty free, non-exclusive right and perpetual licence authorizing TTC, together with its subcontractors and agents, to use, copy, modify, and distribute any documentation related to the Deliverables.

ARTICLE 9 CONFIDENTIALITY, PRIVACY AND SECURITY

9.01 Confidentiality Covenant

- (1) Neither party will use, reproduce, disclose, provide access to, transfer or otherwise make available any Confidential Information of the Disclosing Party for any purpose, other than as and to the extent expressly permitted under this Agreement or as may be reasonably necessary for the exercise of its rights or the performance of its obligations set out in this Agreement.
- (2) Each party will take all measures required to maintain the confidentiality and security of all Confidential Information of the Disclosing Party that it Handles.
- (3) Each Receiving Party may, where permitted by Applicable Law, disclose Confidential Information of the Disclosing Party: (a) to the extent required by a Governmental or Regulatory Authority or otherwise as required by Applicable Law (provided that the Receiving Party must first give the Disclosing Party reasonable notice of such compelled disclosure so that the Disclosing Party has an opportunity to take such steps as it desires to challenge or contest such disclosure or seek a protective order); (b) to its professional advisors, employees, agents and independent contract personnel (including to those professional advisors,

employees, agents and independent contract personnel of TTC and Supplier's Affiliates); and (c) to potential permitted assignees or successors, but only to the extent required to enable such Persons to provide professional advisory services, exercise their rights or perform their obligations under this Agreement, as applicable, or as is necessary in connection with a potential corporate transaction involving the business or assets of the Receiving Party, provided in each case, that such Person is subject to confidentiality obligations in respect of such Confidential Information that are no less stringent than those contained in this Section.

- (4) TTC may also disclose Confidential Information of Supplier to employees, agents or independent contract personnel of TTC or Other Contractors or prospective service providers, if and to the extent that such Persons need to know such Confidential Information for purposes relating to the receipt by TTC of the Services or of related services provided or to be provided by Other Contractors or prospective service providers, provided that such Person has entered into a written agreement with TTC that includes confidentiality obligations in respect of such Confidential Information that are no less stringent than those contained in this Section.

9.02 Privacy

- (1) If Supplier Handles any TTC Personal Information in the course of providing the Deliverables, Supplier will Handle such TTC Personal Information in accordance with the privacy requirements set out in Schedule 9.02.

9.03 Handling TTC Data Outside Canada

- (1) Without limiting any other provision of this Agreement, Supplier will not Handle any TTC Data outside Canada without the prior approval of TTC. Any approval granted pursuant to this Section will relate only to the specific: (1) roles; (2) TTC Data; and (3) geographical parameters, in respect of which such approval was granted.

9.04 Security Requirements

- (1) Supplier will comply with the security requirements set out in Schedule 9.04. In addition, the Parties may agree upon any additional security requirements that are particular to the Deliverables. Without limiting Supplier's obligations hereunder, Supplier will take appropriate steps to identify and report Security Breaches, and will maintain, enforce, review and update internal security and back-up procedures sufficient to ensure compliance by Supplier with the applicable TTC policies and to protect TTC Property and all other Confidential Information of TTC for which Supplier is responsible hereunder.
- (2) In addition to all other requirements set forth in this Agreement, Supplier will, throughout the Term, take all steps required to update and maintain its security and back-up processes and procedures, its hardware, software, systems, facilities

and services so that they are, at all times throughout the Term, consistent with industry accepted best practices. Without limiting the foregoing, Supplier will protect all Confidential Information of TTC with security measures appropriate to the sensitivity of the Confidential Information while preserving its integrity and availability as required to provide the Deliverables.

ARTICLE 10 TERM AND TERMINATION

10.01 Term and Renewal Terms

- (1) This Agreement will begin on the Effective Date and its initial term will continue until the date that is three (3) years after the Effective Date, unless terminated earlier in accordance with this Article (the "**Initial Term**"). At the discretion of TTC, this Agreement may be renewed for two (2) terms of one (1) year each on the terms and conditions contained herein, subject to any amendments agreed upon at the time between the parties (each, a "**Renewal Term**").

10.02 Termination by TTC for Cause

- (1) TTC may terminate this Agreement (in whole or in part) for cause, by providing notice to Supplier of such termination if: (1) Supplier commits a material breach of any obligation set out in this Agreement and such breach is not capable of being cured or, if such breach is capable of being cured, Supplier fails to cure such breach within 30 days of receipt of notice of such breach by Supplier; or (2) a termination right set out in Section 14.01(2) (Force Majeure Event) occurs.

10.03 Termination by TTC Without Cause

- (1) TTC may, at any time and without cause, terminate this Agreement (in whole or in part), upon giving Supplier at least ten (10) days' prior written notice, or such other period of prior notice agreed upon by the Parties, for any reason whatsoever, without payment of any termination fees, penalties or other amounts of any kind.

10.04 Transition Assistance Services

- (1) Upon TTC's request, Supplier will perform all additional services and obligations reasonably required by TTC for: (a) the cessation or wind-down of any Services; or (b) the transition by or for TTC from any Services to a new, alternative or related service (the "**Transition Assistance Services**") for a period of time reasonably required to complete the Transition Assistance Services (the "**Transition Assistance Period**"). The quality and level of performance of the Services during the Transition Assistance Period will not be degraded from Services provided during the Term. Without limiting the generality of the foregoing, during the Transition Assistance Period: (i) Supplier will perform the Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and cost-effectiveness as it provided and was required to provide the same or similar

Services prior to the Transition Assistance Period; and (ii) Supplier will continue to provide the Services (and any replacements thereof or substitutions therefor), unless TTC explicitly requests the discontinuation of such Services during the Transition Assistance Period.

- (2) Supplier will provide Transition Assistance Services to TTC regardless of the reason for the expiration or termination of the Agreement, the partial termination of the Agreement or the Services, or the repatriation of Services.
- (3) TTC will not be charged fees for Transition Assistance Services to the extent the resources included in the fees paid for the Services by TTC can be used to provide the Transition Assistance Services without impacting Supplier's ability to perform the Services. In the event the resources included in the fees paid for the Services by TTC cannot be used to provide the Transition Assistance Services without impacting Supplier's ability to perform the Services, except as expressly agreed by TTC, the Parties will mutually agree on the cost for additional resources.
- (4) All provisions of this Agreement applicable during the Transition Assistance Period will continue to apply after the expiration or earlier termination of this Agreement.

ARTICLE 11

REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES

11.01 Supplier Representations, Warranties and Covenants

- (1) Supplier represents and warrants to and covenants with TTC that:
 - (a) Supplier and Supplier Personnel will have and maintain throughout the Term all skills, qualifications, seniority, knowledge of the Deliverables and experience necessary to provide the Deliverables, and will provide the Deliverables in a professional, efficient, cost-effective manner with a high degree of quality and responsiveness, at all times consistent with industry standards applicable to top tier providers of similar services and otherwise in accordance with the terms of this Agreement;
 - (b) Supplier will comply with all Applicable Laws in its dealings with TTC and in performing its obligations under this Agreement (including ensuring that all Deliverables comply with Applicable Law), including those pertaining to anti-bribery, anti-corruption and environmental matters, and will refrain from any practice that could unfavourably reflect upon TTC;
 - (c) the Deliverables will be free and clear of all Encumbrances;
 - (d) the Deliverables will comply with their respective documentation, Service Levels as set out in Schedule 1.02 (Scope of Deliverables);

- (e) Supplier has: (i) all necessary rights to grant to TTC and Other Contractors the rights and permissions granted pursuant to this Agreement; (ii) obtained all licences, consents or approvals required to give TTC the right or licence to use, the Products or Services; and
 - (f) the performance by Supplier of its obligations under this Agreement and the possession and use of the Deliverables by TTC and Other Contractors (in each case, whether separately or together in combination), do not and will not infringe, violate or constitute a misappropriation of any Intellectual Property Right of any Person.
- (2) In the event of the breach by Supplier of any representation, warranty or covenant in this Section, Supplier will forthwith take all actions as are necessary to remedy such breach, provided that the foregoing will in no way limit any remedy that TTC may otherwise have in law or equity in respect of such breach.

11.02 Product and Services Warranties

- (1) **Product Warranties.** Supplier represents, warrants, and covenants to TTC that:
- (a) it has fully disclosed to TTC all developments, improvements, changes, or particulars in its knowledge, possession, or control that materially enhance or improve the design of any of the Products, and will continue to do so during the Term;
 - (b) it has good and marketable title to the Products supplied hereunder to TTC, free and clear of all liens, charges, encumbrances, security interests, mortgages, pledges, and other claims, rights, and obligations of every kind;
 - (c) the Products shall be:
 - (i) manufactured, assembled, and tested in accordance with the Scope of Deliverables, and according to quality control standards and conditions applicable thereto;
 - (ii) of new original equipment manufacturer (OEM) materials, parts, or components only, and no materials, parts, or components shall be remanufactured, reconditioned, or used, unless the Parties otherwise expressly agree in writing;
 - (iii) produced, packaged, and shipped in compliance with good manufacturing practices, applicable licences, and all Applicable Law, including without limitation those related to hazardous and toxic materials, labour, immigration, occupational health and safety, and adulterated, misbranded, or banned goods;
 - (iv) of good and merchantable quality;

- (v) of good material and workmanship and free from defects in material, design, and workmanship;
 - (vi) fit for the purpose for which the Products are required by TTC, as may be set out in this Agreement; and
 - (vii) in compliance with the Scope of Deliverables; and
 - (d) as at the date of delivery to TTC, and to the extent applicable, the Products shall be certified and appropriately labeled by Supplier to the then current applicable Canadian standards, including those of the Canadian Standards Association.
- (2) **Repair or Replace.** During the Product Warranty Period, Supplier shall repair or replace any Product which is determined by TTC, in its sole discretion and acting reasonably, to be in breach of the Product warranties set forth in this Agreement, and Supplier is solely responsible for paying all costs associated with such repair or replacement including, without limitation, all costs for any required parts, labour, shipping, materials, and design. TTC may elect to return a defective Product for repair or replacement or require Supplier to perform repair or replacement activities on TTC Facilities. During the Product Warranty Period, a defective Product shall be repaired or replaced by Supplier and returned to TTC within a turnaround time of five (5) Business Days, and Supplier is solely responsible for paying the associated shipping and packaging costs of such repair or replacement, if applicable. Any such repaired or replaced Product shall be subject to the acceptance process set out in Section 3.06, and the Product Warranty Period for such Product shall recommence from the date of acceptance of such Product. In the event Supplier is unable to repair or replace the defective Product within such turnaround time, TTC may, (i) at Supplier's sole cost, return the Product to Supplier and Supplier shall refund TTC in full for the Product and any other related costs, or (ii) terminate this Agreement immediately upon notice to the Supplier, and TTC shall thereupon be relieved of all liability under this Agreement. Product returned during the Product Warranty Period for repair or replacement shall be accompanied by documentation properly identifying the Product and a brief description relating to the failure of the Product.
- (3) **Service Warranty Period.** Without limiting any other representations or warranties applicable to the Products or Services, all Services rendered under this Agreement shall have a warranty period of one (1) year from the date of delivery or completion, as applicable (the "**Service Warranty Period**"). Supplier represents and warrants that all such Services shall be properly performed in a good and workmanlike manner and be free from any defect or deficiency for the duration of the Service Warranty Period. If TTC, in its sole discretion and acting reasonably, determines that there is a breach of such warranty, TTC will notify Supplier, in writing, setting out the nature of such breach. Supplier shall promptly investigate such breach, and shall advise TTC within ten (10) Business Days of

receipt of the written notification of the breach from TTC of Supplier's planned corrective action. Supplier shall provide additional services or take such other action as required to correct any such breach of representation or warranty within a further period of twenty (20) Business Days, at no additional cost to TTC. If Supplier is unable to correct any such breach within the foregoing thirty (30) Business Day period following notice of such breach, then TTC may, in TTC's sole discretion (i) be released from its obligation to pay Supplier for the Services to the extent affected by such breach; (ii) receive, at TTC's option, a refund or credit of Fees paid to Supplier with respect to the Services to the extent affected by such breach; or (iii) terminate this Agreement immediately upon notice to Supplier, and TTC shall thereupon be relieved from all liability under this Agreement.

11.03 Indemnities

- (1) Supplier will indemnify, defend and hold harmless TTC Indemnitees from and against any and all Losses suffered or incurred by any of them directly or indirectly arising from or in connection with or relating to the following:
 - (e) any death, sickness, disease or injury of any kind, of any Person (including any employee, agent or representative of TTC or Supplier), to the extent caused by any act or omission of Supplier or Supplier Personnel;
 - (f) any damage, loss or destruction of any tangible, real, personal or intangible property, including any TTC Property: (i) while in the possession or control of Supplier or Supplier Personnel; or (ii) to the extent caused by any act or omission or negligence of Supplier or Supplier Personnel;
 - (g) any negligence or criminal, fraudulent or willful misconduct on the part of Supplier or Supplier Personnel, whether as a result of an act or an omission of Supplier or Supplier Personnel or of any Person for whom Supplier or Supplier Personnel is responsible hereunder, including any crime, fraudulent or dishonest acts committed by any current or former Supplier Personnel, acting alone or in collusion with others;
 - (h) any breach or violation by Supplier of Sections 11.01(1)(b) (Supplier Representations, Warranties and Covenants); and
 - (i) any breach or violation by Supplier of Schedule 9.02.
- (2) Supplier will indemnify, defend and hold harmless TTC Indemnitees from and against any and all Losses suffered or incurred by any of them directly or indirectly arising from or in connection with or relating to any Claim by a third party alleging that: (a) the Deliverables; (b) Supplier's performance or the receipt by TTC or Other Contractors of the Deliverables under this Agreement; (c) any Supplier Property or Deliverable, or the use thereof by Supplier to provide the Deliverables; or (d) the access to or use by TTC or Other Contractors of any Deliverable or Supplier

Property as permitted pursuant to this Agreement, infringes, violates or misappropriates any Intellectual Property Right of any Person.

- (3) Without limiting the indemnity obligation in Section 11.03(2), if all or any part of any Supplier Property or Deliverable becomes, or in Supplier's or TTC's reasonable opinion is likely to become, the subject of a Claim described in Section 11.03(2), Supplier, at its own expense and without prejudice to the other rights TTC may have under this Agreement, will promptly: (a) procure for itself and for TTC to the extent required the right to use the allegedly infringing material as contemplated in this Agreement; (b) Modify the allegedly infringing material to make it non-infringing, provided that any such Modification will not affect the quality, performance or functionality of the Deliverables under this Agreement or the quality of the affected Supplier Property; or (c) replace the allegedly infringing material with a substitute of equal quality, performance and functionality.

ARTICLE 12

LIMITATION OF LIABILITY

12.01 Limitation of Liability

- (1) Subject to Section 12.01(3), each party will be liable to the other with respect to this Agreement for an aggregate amount that will not exceed
 - (a) Three times the aggregate amount of Fees paid or payable to Supplier under this Agreement in the twelve (12) months immediately preceding the event that caused the damages or that is the subject matter of the Claim; and
 - (b) provided that if the event that caused the damages or that is the subject matter of the Claim occurs during the first twelve (12) months after the Effective Date, liability will be limited to an aggregate amount equal to three times the aggregate amount of Fees that would be payable to Supplier pursuant to this Agreement for proper performance of the Services during such twelve (12) month period.
- (2) Subject to Section 12.01(3), in no event will a party be liable for exemplary, punitive, or special damages, even if such party has been advised of the possibility of such damages in advance.
- (3) Sections 12.01(1) and 12.01(2) will not apply to limit: (a) TTC's liability for a breach of Section 9.01 (Confidentiality Covenant); (b) Supplier's liability for a breach of Article 6 (Taxes) and Article 9 (Confidentiality, Privacy and Security); (c) Supplier's liability or obligations under Section 11.03 (Indemnities); or (d) Losses suffered or incurred by TTC as a result of any deliberate and sustained cessation of a material portion of the Deliverables without a bona fide attempt to resume such portion of the Deliverables or to remedy the cause of such cessation.

- (4) This Section will apply irrespective of the nature of the cause of action, demand or Claim, including but not limited to, breach of contract (including fundamental breach), negligence, tort or any other legal theory, and will survive a fundamental breach or breaches of this Agreement or of any remedy contained herein.

ARTICLE 13 INSURANCE

13.01 Insurance Coverage Requirements

- (1) During the Term, Supplier will comply with the insurance requirements set forth in Schedule 13.01.

ARTICLE 14 FORCE MAJEURE

14.01 Force Majeure Event

- (1) If a Force Majeure Event occurs, then the party that failed to perform as a result of such Force Majeure Event (the **"Excused Party"**) will not be liable for such failure for so long as and to the extent such failure to perform is a result of the Force Majeure Event, provided that the Excused Party complies with the provisions of this Article. The Excused Party will: (a) recommence performance of the obligations that it has failed to perform as a result of the Force Majeure Event without delay, including through the use of alternate sources, workaround plans or other means; and (b) provide sufficient documentation to establish to the reasonable satisfaction of the other party the impact of the Force Majeure Event.
- (2) If a Force Majeure Event continues for a period exceeding 30 days, TTC may, without payment of any termination fee, penalty or other amount, terminate this Agreement in whole or in part as of the date specified in the notice of termination.
- (3) Notwithstanding anything else in this Agreement, if a Force Majeure Event occurs on the part of Supplier, TTC will have no obligation to pay Fees for Services or partial Services that Supplier fails to provide in accordance with this Agreement.

ARTICLE 15 MISCELLANEOUS; INTERPRETATION; NOTICES

15.01 Miscellaneous

- (1) This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement will be deemed to have been made and performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive jurisdiction to entertain any action arising under this

Agreement. To the extent permitted by Applicable Law, each party hereby waives the right to trial by jury of any such suit, action or proceeding.

- (2) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to or during the Term.
- (3) If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
- (4) Supplier may not assign its rights and obligations under or transfer any of its interest in this Agreement, including by operation of law, without the prior consent of TTC. This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- (5) Each of TTC and Supplier will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- (6) Unless otherwise expressly stated herein, the rights and remedies of the parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled. In the event that TTC exercises any right to terminate all or any part of this Agreement for any reason, TTC's sole obligation will be to pay any Fees properly due and payable to Supplier, as expressly set forth in this Agreement, and Supplier will not be entitled to any remedies in connection with the exercise by TTC of any such termination right.
- (7) Supplier will not publish or distribute any media releases, public announcements or internal or external disclosures of any nature relating to this Agreement or its subject matter, use or display the name or any trade-mark of TTC, or otherwise refer to or disclose the fact that TTC is a customer of Supplier without TTC's prior written consent.
- (8) No provision contained herein will be deemed to create any relationship between the parties hereto other than the relationship of independent parties contracting for services.
- (9) This Agreement will not be amended or supplemented except by written agreement. No waiver of any obligation or any remedy for breach of any provision

of this Agreement will be effective or binding unless made in writing and signed by an authorized signing officer of each party.

- (10) **Survival.** Neither the expiration nor the earlier termination of this Agreement will release either of the parties from any obligation or liability that accrued prior to such expiration or termination. The provisions of this Agreement requiring performance or fulfillment after the expiration or earlier termination of this Agreement, including Article 6 (Taxes), Sections 7.01 (Maintenance and Access to Information), 7.02 (Return or Destruction of Confidential Information), 7.03 (Audit), Article 8 (Ownership), Article 9 (Confidentiality, Privacy and Security), Section 10.04 (Transition Assistance Services), Article 11 (Representations, Warranties, Covenants and Indemnities), Article 13 (Insurance), Article 15 (Miscellaneous; Interpretation; Notices), this Section, such other provisions as are necessary for the interpretation thereof, and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this Agreement, will survive the expiration or earlier termination of this Agreement.
- (11) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

15.02 Interpretation

- (1) In this Agreement: (a) the term “including” means “including without limiting the generality of the foregoing”; (b) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period will be excluded (if the last day of such period is not a Business Day, the period will end on the next Business Day); (c) any rule of construction to the effect that any ambiguity in this Agreement will be resolved against the drafting party will not be applied to the interpretation of this Agreement; (d) time is of the essence in respect of the Deliverables; and (e) the terms “discretion”, “sole discretion”, “approval” or “consent”, when used in reference to TTC, mean the right of TTC to exercise discretion or make a decision in respect of such consent or approval arbitrarily, without an implied obligation to act reasonably or in good faith or to justify the decision to Supplier.
- (2) In the event of any conflict or inconsistency between the provisions of any of the following documents, then unless the parties expressly agree otherwise, the following descending order of priority will apply, to the extent of such conflict or inconsistency:
- (a) the applicable Change Order (to the extent it expressly states that it is intended to amend this Agreement and identifies the specific provisions to be amended), in reverse chronological order;

- (b) the terms and conditions of the main body of this Agreement;
 - (c) the Schedules to this Agreement, with equal priority; and
 - (d) Purchase Orders or Statements of Work, if any.
- (3) Whenever this Agreement calls for TTC to make a decision or provide consent or approval, TTC may take such decision arbitrarily without an implied obligation to act reasonably or in good faith or to justify the decision to Supplier, unless the provision expressly requires that the consent or approval “not be unreasonably withheld” or words to that effect.

15.03 Notices

- (1) Unless expressly stated otherwise, any demand, notice, consent, authorization, attestation or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by personal delivery or sent by prepaid registered mail or email, in each case addressed to the recipient as follows:

To TTC:

●

Attention: ●

Email: ●

With a copy to legal:

1900 Yonge Street
Toronto, Ontario M4S 1Z2

Attention: General Counsel

Email: ●

To Supplier:

[●]

Attention: [●]

Email: [●]

With a copy to:

[●]

Attention: [●]

Email: [●]

or to such other address, individual, email address or facsimile number as may be designated by notice given by either party to the other party in the same manner, and will be conclusively deemed to have been received on the day of actual delivery thereof or, if given by registered mail, on the tenth Business Day following the deposit thereof in the mail, or if given by email, upon receipt by Supplier of a reply confirming successful delivery, or if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. Notices will not be sent by mail in the event of actual or threatened disruption of postal service.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

TORONTO TRANSIT COMMISSION

[SUPPLIER]

By

:

Name: [●]

Title: [●]

Date: [●]

By

:

Name: [●]

Title: [●]

Date: [●]

SCHEDULE 1.01

DEFINITIONS

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

“Agreement” means this agreement, including its recitals, Schedules and Statements of Work annexed hereto or otherwise incorporated herein, and all Change Orders entered into pursuant hereto, as amended from time to time.

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

“Business Day” means Monday to Friday, excluding federal statutory holidays observed by TTC at its offices in Toronto, Ontario, or as otherwise defined in the applicable Statement of Work.

“Business Hours” means 8:00 a.m. to 6:00 p.m. (Toronto time) during Business Days.

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

“Change” means: (1) any change to the specifications of any requirement set out in this Agreement; (2) any change to the nature or scope of the Deliverables currently being provided; (3) any change to the processes, controls, interfaces, hardware, software or systems used by Supplier to perform the Deliverables that, in TTC’s discretion, could affect, or require TTC to make changes to, the processes, controls, standards (including any operating, network or security standards), interfaces, hardware, software or systems of TTC or of any of Other Contractors; (4) any change to a Milestone or Milestone Deadline; or (5) any other change to this Agreement.

“Change Order” has the meaning set out in Section 1.03(3).

“Change Request” has the meaning set out in Section 1.03(1) (Changes).

“Change Response” has the meaning set out in Section 1.03(1) (Changes).

“Claim” means any actual, threatened or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, action, suit, investigation or proceeding or any other claim or demand.

“Confidential Information” means any and all information of a party or any of its Affiliates or licensors and, in the case of TTC, current, former or prospective TTCs or customers of TTC, TTC Personnel and Other Contractors (the **“Disclosing Party”**) that has or will come into the possession or knowledge of the other party or any of its Affiliates (the **“Receiving Party”**) in connection with or as a result of entering into this Agreement, excluding information that is: (1) or becomes publicly available other than through an act or omission of the Receiving Party (but only after it becomes publicly available); (2) independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party; or (3) received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party (unless and until the Receiving Party has reason to believe that such information is, was or becomes subject to an obligation of confidence of any kind); provided, however, that all TTC Personal Information and the terms and conditions of this Agreement will constitute Confidential Information of TTC.

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

“Deficiency Notice” has the meaning set out in Subsection 3.06(3).

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

“Disabling Code” means any virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism, expiry code or similar software, hardware, system or combination of any of the foregoing that is intended or designed to, is operable to, is likely to or has the effect of disabling, deleting, erasing, denying authorized access to, permitting unauthorized access to, repossessing, damaging, destroying, corrupting or otherwise affecting or interfering with the provision of the Deliverables or the normal use of any of Supplier’s or TTC’s hardware, software or systems (including any documentation or any Deliverable) or any data or files on or used in conjunction with any of the aforementioned.

“Disclosing Party” has the meaning set out in the definition of Confidential Information.

“Dispute” has the meaning set out in Section 5.05 (Disputed Fees).

“Effective Date” has the meaning set out in the first paragraph of this Agreement.

“Encumbrances” means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, development or similar agreements, easements, rights-of-way, title defects, options or adverse Claims or encumbrances of any kind or character whatsoever.

“Excused Party” has the meaning set out in Section 14.01(1) (Force Majeure Event).

“Fees” has the meaning set out in Section 5.01 (Fees).

“Force Majeure Event” means an event of fire, flood, earthquake, explosion or other casualty or accident or act of God, war or other violence (collectively, the **“Events”**) that results in a failure of a party to perform any of its obligations pursuant to this Agreement (including a delay in performance) that such party demonstrates to have resulted solely and directly from any one or more of the Events, and that did not result from the negligence, fault or intentional wrongdoing of such party (including, in the case of Supplier, any Supplier Affiliate), but only if and to the extent that such failure could not have been prevented by reasonable foresight or precautions (including proper planning and execution of a business continuity plan in accordance with Section 4.01 (Business Continuity Planning)) or circumvented through the use of alternate sources, work-around plans or other means.

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

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

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

“HST” means any harmonized sales tax.

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

“Initial Term” has the meaning set out in Section 10.01 (Term and Renewal Terms).

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

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

“Milestone” means any Deliverable, Service or other performance obligation or objective of Supplier described as such in this Agreement.

“Milestone Deadline” means, for each Milestone, the deadline by which Supplier must complete such Milestone.

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

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

“Other Contractor” has the meaning set out in Section 3.05(1) (Cooperation with Other Contractors).

“Party” means TTC or Supplier, and **“Parties”** means both of them.

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

“Personal Information” means information about an identifiable individual that is subject to any Privacy Law.

“Privacy Laws” means all applicable federal, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Personal Information including, without limitation, the *Personal Information Protection and Electronic Documents Act*, the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, and substantially similar federal, provincial and local privacy laws.

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

“Product Warranty Period” is set out in the Scope of Deliverables.

“Purchase Order” means a purchase order for Products and/or Services issued by TTC to Supplier from time to time. Purchase Order are part of this Agreement.

“Receiving Party” has the meaning set out in the definition of Confidential Information.

“Renewal Term” has the meaning set out in Section 10.01 (Term and Renewal Terms).

“Schedules” means the schedules listed in Section 1.01 (Definitions) and any other schedules incorporated into and forming part of this Agreement in accordance with the terms and conditions hereof.

“Scope of Deliverables” means Schedule 1.02.

“Security Breach” means any actual or suspected breach of Article 9 (Confidentiality, Privacy and Security), including any actual or suspected loss, theft or other unauthorized Handling of any TTC Personal Information.

“Service Levels” has the meaning set out in Section 1.02(3).

“Services” means the services described in the Scope of Deliverables or in any applicable Statement of Work.

“Service Warranty Period” has the meaning set out in Section 11.02(3).

“Statement of Work” means each statement of work agreed to by the Parties from time to time. Statements of Work are part of this Agreement.

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

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

or licensed to Supplier by another Person and of all Intellectual Property Rights therein, other than TTC Property.

“Supplier Representative” has the meaning set out in Section 3.02.

“Supplier Subcontractor” means any subcontractor to or agent of Supplier that provides Deliverables hereunder.

“Term” means the Initial Term and any Renewal Term.

“Transition Assistance Period” has the meaning set out in Section 10.04 (Transition Assistance Services).

“Transition Assistance Services” has the meaning set out in Section 10.04 (Transition Assistance Services).

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

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

“TTC Indemnitees” means TTC, and its respective employees, officers, directors, contractors, agents, representatives, successors and assigns.

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

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

“TTC Property” means: (1) all TTC Data; (2) all Custom Developments; (3) all hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property (including business rules, business processes and business process flows) that is or has been acquired, procured, created or developed by TTC (whether alone or jointly with one or more Persons, including Supplier or Other Contractors, and whether such activities occurred prior to or after the Effective Date and independent of or in connection with the Deliverables) or created or developed for, or

licensed to, TTC by another Person, including all Specifications; (4) any other hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property that the parties identify in a Statement of Work or a Change Order as TTC Property; and (5) any Modifications of, or other Changes to, any of the foregoing.

“Withholding Amount” has the meaning set out in Section 6.02(1) (Withholding Taxes).

**SCHEDULE 1.02
SCOPE OF DELIVERABLES**

To be inserted during contract negotiation, refer to [Appendix A](#) for details.

SCHEDULE 3.01 TTC POLICIES

1. Introduction

This Schedule 3.01 sets out the policies, processes and procedures of TTC that Supplier must comply with in its provision of the Deliverables.

2. TTC Policies

Supplier will comply with the following TTC Policies:

The Supplier will be expected to comply with all TTC policies and procedures as they are non-negotiable.

- 1.1 The Supplier shall ensure that at all material times during the term of the Deliverables, Supplier Personnel receive proper training in accordance with requirements as set out in the Accessibility for Ontarians with Disabilities Act including, but not limited to, training on Customer Service and the Integrated Accessibility Standards. The Supplier further agrees to comply with the requirements as set out in TTC's "ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT 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 this Agreement by reference and may be updated or changed from time to time at the sole discretion of TTC without notice and the Supplier agrees to comply with the updated or changed requirements.

- 1.2 With respect to the Deliverables and access to the premises, property and employees of TTC, the Supplier and Supplier Personnel shall comply with such applicable policies, procedures and protocols of TTC as are provided to the Supplier 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 Supplier of such requirement, the Supplier and Supplier Personnel shall have an obligation to comply. The Supplier shall be responsible to ensure that Supplier Personnel comply with such applicable policies, protocols and procedures. Without limiting the generality of the foregoing, the Supplier shall comply with the requirements of TTC's "RESPECT AND DIGNITY POLICY", "WORKPLACE VIOLENCE POLICY" and "FITNESS FOR DUTY POLICY – EXPECTATION FOR CONTRACTORS PROCEDURE", "WHISTLE BLOWER REPORTING AND PROTECTION POLICY", "CODE OF CONDUCT POLICY", "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 this Agreement by reference and it may be updated or changed from time to time at the sole discretion of TTC without notice and the Supplier agrees to comply and/or ensure Supplier Personnel comply, as applicable, with the updated or changed requirements.

SCHEDULE 5.01 PRICING

To be inserted during contract negotiation, refer to Appendix G.1, Appendix G.2 and Appendix G.3 for details.

SCHEDULE 9.02 PRIVACY

1. Introduction

This Schedule sets out Supplier's obligations when Handling TTC Personal Information. Notwithstanding Section 15.02(2) of the Agreement, in the event of any conflict or inconsistency between the provisions of this Schedule and any other provisions of the Agreement, then this Schedule will apply.

2. Definitions

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

3. Privacy, Confidentiality and Information Security

- (a) Supplier represents, warrants and covenants as follows:

- (i) **Authority to Handle TTC Personal Information**

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

- (ii) **Disclosure of and Access to TTC Personal Information**

- (A) Supplier and Supplier Personnel will not disclose in any manner any TTC Personal Information to any third party without TTC's prior written consent.
 - (B) Supplier will limit access to TTC Personal Information to its Supplier Personnel who have a need for access to the TTC Personal Information solely for the purposes of Supplier providing the Deliverables under this Agreement.
 - (C) Supplier will not share, transfer, disclose or otherwise provide access to any TTC Personal Information to any third party, or contract any of its rights or obligations concerning TTC Personal Information, unless TTC has authorized Supplier to do so in writing. Where Supplier, with the written consent of TTC, provides access to TTC Personal Information to a third party or contracts such rights or obligations, Supplier will enter into a written agreement with each contractor or third party

that imposes obligations on the contractor or third party that are substantially similar to those imposed on Supplier under this Agreement. Supplier will only retain contractors that Supplier can reasonably expect to appropriately protect the privacy, confidentiality and security of the TTC Personal Information.

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

(iii) **Compliance with Privacy and Information Security Requirements**

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

(iv) **Personal Information Safeguards**

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

protect against any actual or suspected loss, theft or other unauthorized Handling of any TTC Personal Information.

- (B) Supplier will immediately inform TTC in writing of any Security Breach involving TTC Personal Information, but in no case longer than 24 hours after it becomes aware of or suspects the Security Breach. Such notice will summarize in reasonable detail the effect on TTC, if known, of the Security Breach and the corrective action taken or to be taken by Supplier. Supplier will promptly take all necessary and advisable corrective actions, and will cooperate fully with TTC in all reasonable and lawful efforts to prevent, mitigate, rectify or remediate such Security Breach. The content of any filings, communications, notices, press releases or reports related to any Security Breach involving TTC Personal Information must be approved in writing by TTC prior to any publication or communication thereof.
- (C) Except as otherwise agreed to in writing by TTC, Supplier will maintain and Handle TTC Personal Information in Canada.
- (D) Supplier will securely and physically segregate TTC Personal Information from any other Personal Information owned or managed by Supplier or other third parties in the course of providing the Deliverables hereunder. Supplier will implement any necessary access barriers, password authorization procedures and other access controls and monitoring in connection therewith.
- (E) Supplier will require Supplier Personnel with access to TTC Personal Information to agree, in writing, to protect the confidentiality and security of TTC Personal Information in accordance with the terms of this Agreement.
- (F) Supplier will exercise the necessary and appropriate supervision over its relevant Supplier Personnel to maintain appropriate privacy, confidentiality and security of TTC Personal Information. Supplier will provide training, as appropriate, regarding the privacy, confidentiality and information security requirements set forth in this Agreement to relevant Supplier Personnel with access to TTC Personal Information.
- (G) Promptly upon the expiration or earlier termination of this Agreement, or such earlier time as TTC requests, Supplier will return to TTC or its designee, or at TTC's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to TTC (which decision will

be based solely on TTC's written statement), each and every original and copy in every media of all TTC Personal Information in Supplier's possession, custody or control. Promptly following any return or alternate action, Supplier will provide to TTC a completed certificate certifying that such return or alternate action occurred. In the event Applicable Law does not permit Supplier to comply with the delivery or destruction of the TTC Personal Information, Supplier warrants that it will ensure the confidentiality of the TTC Personal Information and that it will not use or disclose any TTC Personal Information after termination of this Agreement.

(v) Right to Monitor

- (A) TTC will have the right to monitor Supplier's compliance with the terms of this Agreement. TTC or its authorized representatives may inspect Supplier's facilities and equipment, and any information or materials in Supplier's possession, custody or control, relating in any way to Supplier's obligations under this Agreement. Supplier will cooperate fully with any such inspection initiated by TTC. In the event any such audit, inspection or examination reveals that Supplier is non-compliant with its obligations, Supplier will promptly bring itself into compliance and pay reasonable costs associated with the audit, inspection or examination.
- (B) Supplier will deal promptly and appropriately with any inquiries from TTC relating to the Handling of TTC Personal Information subject to this Agreement.

(vi) Injunctive Relief

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

4. Miscellaneous

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

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

SCHEDULE 9.04
SECURITY AND BUSINESS CONTINUITY REQUIREMENTS

1. Supplier will comply with TTC's "Information Security Requirements for TTC Procurement Documents" policy set out in Exhibit A to this Schedule 9.04.
2. Supplier will maintain, enforce, review and update internal security and back-up processes and procedures sufficient to ensure compliance with applicable TTC policies listed in section 1.20 of Exhibit A of this schedule and all other Confidential Information of TTC for which Supplier is responsible under the Agreement.
3. Supplier will take all steps required to update and maintain its security and back-up processes and procedures, its hardware, software, systems, and information technology facilities, so that they are, at all times throughout the Term, consistent with industry accepted best practices. Without limiting the foregoing, Supplier will protect all Confidential Information of TTC with security measures appropriate to the sensitivity of the Confidential Information while preserving its integrity and availability as required to provide the Deliverables.
4. Without derogating from any other remedies which TTC may have, Supplier will remediate and be responsible for any failure or damage caused by any Disabling Code introduced as a result of Supplier's failure to comply with Sections 1 or 3 (including the replacement of any protection tools as required to avoid a recurrence of such failure or damage and the replacement or restoration of lost or damaged TTC Property).
5. TTC reserves the right to request on an annual basis, the supplier to (a) complete a questionnaire describing the security measures used by Supplier to protect Confidential Information; and (b) provide the most recent cybersecurity audit results completed by a reputable 3rd party. The supplier shall fulfill this request without any costs associated to TTC.
6. In addition to the requirements relating to the handling and/or storage of Confidential Information set out elsewhere in the Agreement, Supplier will keep all Confidential Information of TTC that is stored by Supplier in tangible form physically segregated from other tangible forms of information and will keep all Confidential Information of TTC that is stored by Supplier in electronic form logically segregated from any other information of Supplier or Supplier's other customers.
7. Upon the occurrence of any actual or suspected Security Breach, Supplier will:
 - a) notify TTC in writing immediately, but in no case longer than 24 hours after it becomes aware of or suspects a Security Breach;
 - b) take all steps necessary to enforce against any Person(s), that is or may be engaging in such unauthorized handling any rights that Supplier has to

require such Person to comply with any obligation of confidence to Supplier and to cease such unauthorized activities;

- c) do all things, execute all documents and give all assistance reasonably required by TTC to enable TTC to enforce against any Person that is or may be engaging in such unauthorized Handling any rights that TTC has to require such Person to comply with any obligation of confidence to TTC and to cease such unauthorized activities; and
- d) if the Security Breach involves TTC Personal Information, take any additional steps set out in Schedule 9.02.
- e) take all necessary steps to prevent and limit any threat actor or actors from further access to TTC records. This may include engage a third party incident response team to facilitate the containment of the breach.

8. Business Continuity Planning, Service Continuity Management And Disaster Recovery

- a) At Supplier's cost and expense, Supplier will maintain a business continuity plan that meets the minimum business continuity and disaster recovery requirements aligned to industry standards (e.g., ISO 22301) commensurate to the Supplier's size and complexity.
- b) Supplier will ensure that all applicable Supplier Subcontractors have an appropriate and regularly reviewed and tested business continuity plan in place, and that each Supplier Subcontractor is able to and will meet or exceed the industry standards to the extent it is applicable to such Supplier Subcontractor.
- c) Upon request, but in any event not less than once per calendar year, Supplier will provide TTC with a copy of relevant portions of its business continuity plan, which will, at a minimum, include the following:
 - i. a description of the processes and procedures for how Supplier and TTC will contact each other in the event of an emergency, along with the name and contact information of a primary and secondary contact within Supplier's organization who will be responsible for contacting and assisting TTC in the event of an emergency and who will be available on a 24 hour basis;
 - ii. a description of Supplier's operations and business continuity plans (including where such plans can be found) for each site where Supplier provides the Deliverables and, if applicable, how such operations and business continuity plans differ between such sites; and

- iii. a description of Supplier's organizational hierarchy along with the name and contact information of an individual at each level of the hierarchy responsible for ensuring business continuity of the Deliverables.
 - d) Not less than once per calendar year, Supplier will conduct the testing of its business continuity plan as follows:
 - i. Supplier will provide TTC with at least ninety (90) days prior written notice of any testing of its business continuity plan along with a copy of the relevant portions of such plan;
 - ii. Supplier will permit TTC to participate in or observe the testing of its business continuity plan;
 - iii. Supplier will deliver to TTC the results of the testing of its business continuity plan in writing promptly, and in all cases, no later than thirty (30) days following the completion of such tests; and
 - iv. if Supplier fails any of the testing described in this Section 8(d), Supplier will promptly fix the cause of such failure and TTC will thereafter be entitled to require Supplier to conduct further tests to demonstrate to TTC that the cause of such failure has been remedied.
- 9. Supplier will promptly implement any courses of action, programs, policies, controls, plans (including business continuity plans) or modifications thereto that Supplier determines to be necessary to comply with Sections 1 through 8, or as otherwise requested by TTC.
- 10. Supplier will inform and communicate with TTC in a thorough and timely manner regarding any event that may jeopardize the continuity of the Deliverables.

EXHIBIT A TO SCHEDULE 9.04

TTC INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

1.01 Interpretation

In this Exhibit, any reference to:

- (a) “and/or” means either or both the stated possibilities.
- (b) “Agreement” means the agreement that will be entered into between TTC and the successful proponent.
- (c) “Industrial Control Systems” (ICS) are purpose-built systems such as Supervisory Control and Data Acquisition Systems (SCADA) supporting key business functions of critical infrastructure sector organizations including but not limited to: manufacturing, transportation, waste management.
- (d) “Confidential Information” includes any and all information of TTC, current, former or prospective customers of TTC, TTC Personnel that has or will come into the possession or knowledge of the Supplier in connection with or as a result of entering into this Agreement, excluding information that is: (1) or becomes publicly available other than through an act or omission of the Supplier (but only after it becomes publicly available); (2) independently developed by the Supplier without any use of or reference to the Confidential Information of TTC; or (3) received by the Supplier in good faith without an obligation of confidence of any kind from a third party (unless and until the Supplier has reason to believe that such information is, was or becomes subject to an obligation of confidence of any kind). For greater clarity, all Personally Identifiable Information, and the terms and conditions of this Agreement, will constitute Confidential Information.
- (e) “Deliverables” means the products and/or services, as applicable, delivered by Supplier in accordance with the Agreement, including (1) all hardware, software, systems, content, documentation, Confidential Information, trade-marks, information, facilities and services provided, designed, developed or delivered as part of, or that result in the receipt of, the Deliverables in accordance with this Agreement; and (2) all modifications of, or other changes to, a Deliverable referred to in clause (1) made in accordance with this Agreement.
- (f) “TTC Personnel” means employees, agents, and independent contract personnel of TTC, and includes potential employees and candidates for employment.
- (g) “Company” or “Supplier” means an entity supplying goods or services to TTC.

- (h) "Records" refers to data provided by TTC in Supplier's care.
- (i) "Personally Identifiable Information" is referred to as PII throughout the document and means two or more pieces of data which together uniquely identify an individual.
- (j) "Privacy Requirements" are legislative, regulatory standards, and requirements in accordance with security industry standards, including but not limited to:
 - i. Personal Health Information Protection Act (PHIPA)
 - ii. Personal Information Protection and Electronic Documents Act (PIPEDA)
 - iii. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
 - iv. Canada's antispam legislation (CASL) (s.c. 2010, c.23)
 - v. ISO IEC 27001 and Annex A controls
 - vi. Department of Homeland Security – "Cyber Security Procurement Language for Control Systems" September 2009
- (k) "Operational Technology (OT)" is referred to TTC operational technology environments which operate a range of technologies and devices including programmable logic controllers, ICS and SCADA systems and related devices and environments.

1.02 Confidentiality Requirements

TTC is bound to protect confidential data including but not limited to Personally Identifiable Information under relevant Privacy Requirements.

As such, Supplier shall work with TTC to ensure ongoing confidentiality, integrity and availability of Records in Supplier's care, and agrees to:

- a) keep Records secure through implementation of controls that, in the reasonable opinion of TTC, would improve the adequacy and effectiveness of Supplier's and are in accordance with Privacy Requirements as listed in Section 1.01 (j) above.
- b) provide Records to TTC as requested within a predefined period of time mutually agreed upon between TTC and Supplier;
- c) encrypt confidential records (as required by Privacy Requirements as listed in Section 1.01 (j) above) at rest and in transit;
- d) not to access or allow third parties to access, Personally Identifiable Information unless expressly permitted by TTC or TTC determines, in its sole discretion, that access is permitted under Privacy legislation;

- e) not to directly or indirectly use, collect, disclose or destroy any Personally Identifiable Information for any purposes that are not required to provide the services or materials or are not authorized by TTC;
- f) keep Records in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain appropriate policies, standards, products, tools, measures and procedures to do so in accordance with Privacy Requirements;
- g) cooperate with and assist TTC to comply with TTC's obligations under TTC Privacy Requirements;
 - i. meet prescribed requirements for security testing (see below);
 - ii. provide a certificate of destruction to TTC where services or components in Supplier's care are decommissioned within a predefined period of time agreed upon between TTC and Supplier, and within thirty (30) days of termination or expiration of the Agreement. For greater clarity, the certificate of destruction is a written statement issued and signed by a person authorized to legally bind the Supplier stating that Confidential Information and all TTC related data in Supplier's possession has been destroyed;
 - iii. ensure sufficient protection of credit card or branded debit card information as part of the Deliverables in accordance with relevant Privacy Requirements. e.g. PCI DSS (Payment Card Industry Data Security Standard);
 - iv. sign a legal agreement containing a confidentiality provision and/or a Non Disclosure Agreement (NDA) acceptable to TTC prior to having access to Confidential Information;
 - v. return to TTC any Confidential Information in Supplier's care upon termination of the Agreement.

1.03 Security Requirements

TTC Information Security Requirements for Procurement, Contracts, Solution Design

The Supplier will ensure its Deliverables, whether destined for installation on TTC premises or externally hosted/in the cloud, has security controls implemented at the network, application and endpoint layers, including at a minimum, but not limited to: network and host based firewalls providing Layer 7 (of the Open Systems Interconnection model) application threat detection and mitigation (e.g. WAF, IDPS), antimalware/antivirus, operating system hardening and locking down, patching and vulnerability management, access controls.

As part of their commitment to safeguard TTC records, the supplier shall implement network segmentation using the principles described in the Purdue Model IEC-62443. The supplier shall establish and maintain network segmentation controls that align with industry best practices. This includes:

- a) Clearly defined network zones based on logical boundaries, such as departments, functions, or system types
- b) Access controls such as firewalls, VLANs, or VPNs to regulate traffic flow between network segments and restrict unauthorized communication

Verification of security controls must be in writing to TTC through a SOC 2 Type II report, ISO 27K certification report or other document attesting to the industry standard security controls in the hosted provider environment, on all Deliverables components including TTC records in the Supplier's care. TTC requires these security controls be included by the Supplier in the Deliverables, in addition to any legislative, regulatory and information security industry standards, and at no additional cost to TTC:

- a) The Supplier will provide a SOC 2 Type II or other substantially similar report after the evaluation process that shows that the Supplier is qualified for the contract to be awarded.
- b) For the duration of the Agreement or unless otherwise negotiated in writing, the Supplier will provide TTC, annually at a minimum, SSAE SOC 2 Type II reports or other substantially similar reports detailing security controls in the Deliverables. Reports will be protected as confidential information in TTC's care and are to be submitted only to a designated TTC contact (to be provided during contract negotiation as pre-condition of award).
- c) The electronic transfer of confidential information between the Supplier and TTC shall be performed through secure TTC approved mechanisms with appropriate access security controls. Additionally, any approved physical media, such as USB storage, external hard drive, CD-ROMs, etc., must be encrypted while in transit.
- d) The Supplier's security posture shall be assessed to assure they meet or exceed all TTC information security requirements, legal and regulatory as part of the contract negotiation process.
- e) The supplier shall undergo a full cybersecurity review as outlined in this document for each new product or service that does not fall within the scope initial or subsequent procurement contract.

1.04 Information Security Policies

- a) The Supplier's information security policies, practices and Deliverables design must adhere to information security industry standards and frameworks including but not limited to the latest versions of: ISO 27000 family of standards

and the ISO 27002 Code of Practice, the National Institute of Standards and Technology (NIST) 800-53, and ISA IEC 62443.

- b) The Supplier and TTC will work together to ensure that any on premise Deliverables is implemented in accordance with TTC guidelines, work instructions, standards and/or policies including change and configuration policies and standards.
- c) The supplier shall provide any recent information security certifications and/or audit reports conducted on their organization. The audit should include at minimum:
 - i. The supplier's cybersecurity maturity level using the principles described by Secure Controls Framework (<https://securecontrolsframework.com/capability-maturity-model/>)
 - ii. Adherence to and the efficacy of the supplier's cybersecurity policies and standards

1.05 Organization of Information Security

- a) The Supplier will ensure segregation of duties and areas of responsibility in any hosted environment between TTC and the Supplier, as well as internal to the Supplier, to reduce exposure of TTC records to unauthorized users.

1.06 Human Resources Security

- a) The Supplier will ensure there are sufficient controls on Suppliers' personnel with access to TTC records in the hiring lifecycle including screening onboarding staff and terms of employment during employment and upon termination to ensure protection of Confidential Information.

1.07 Asset Management

- a) The Supplier must adhere to [TTC Corporate Policy 7.2.3](#) (as amended in superseding versions) when using TTC assets. The Supplier and all their staff must adhere to TTC's [Acceptable Use Policy](#).
- b) Use of Supplier assets on any TTC network is subject to review by TTC's Information Security Office (ISO) prior to connection. The Supplier will work with TTC to harden, lock down, and otherwise secure their assets to TTC's satisfaction and, where this is not feasible for either parties, the Supplier may be provided a TTC asset for its use.

- c) File sharing between the Supplier and TTC must be through a TTC approved method with appropriate access security controls, e.g. One Drive for Business, SharePoint, etc.
- d) The Supplier will also ensure there is a pre-established asset return policy for TTC assets used by the Supplier's staff upon termination of personnel and/or expiration of business relationship.
- e) The Supplier must have a centralized database of all TTC assets used by the supplier or their staff. The supplier shall maintain the database at least at an annual basis.

1.08 Access Controls

- a) Deliverables must employ strong, industry standard authentication methods and schemes including multi-factor authentication where applicable. Access must be granted only to employees and authorized parties who require such access to perform their job functions / roles (i.e. role-based access).
- b) Deliverables must have configurable layers of authorization access and permissions to ensure adherence to the principle of least privilege to restrict data disclosure. They must also include authorization, authentication, and permissions detailed logging with log retention timelines acceptable to TTC.
- c) Deliverables including software and hardware must be able to integrate with Microsoft Active Directory and/or LDAP (Lightweight Directory Access Protocol) for authentication based on industry standards and best practices.
- d) Remote access and virtual private networks (VPNs) established between Supplier and TTC, and connecting any external parties used by Supplier to host TTC records must be implemented with a secure industry standard transport layer protocol (IPsec, SSL), using the strongest industry standard encryption reasonable to implement in the Deliverables. The Supplier will work with TTC to ensure that the VPN setup and configuration is acceptable to TTC.
- e) All remote and local users must align with TTC's [Identity Protection Standard](#).
- f) Remote access by the vendor to systems hosted on TTC's network must take place over a secure connection such as VPN or a SSLVPN.
- g) Supplier to ensure with Remote access that split tunneling is not enabled while connected to the TTC network.
- h) The Supplier shall document the levels, methods, and capabilities for authentication and authorization for all systems, users and service accounts, whether hosted in a cloud environment or on TTC premises. The Supplier shall deliver a product that adheres to standard authentication protocols. Additionally, the Supplier provided product shall include audit logging capabilities for all authorization and authentication methods.

- i) The Supplier shall prevent critical Operations Technology (OT) components in the OT environment from direct communications to and from the internal TTC external environments by using proxy servers, intermediary services or equivalent ideally in the Industrial Demilitarized Zone (iDMZ). Administrative access to System devices in this infrastructure needs to have their administrative functions limited to minimize risk of unauthorized users accessing these systems. Connections shall be limited to local and remote access to the devices should be limited to authorized TTC personnel only with role-based user privilege levels defined exclusively in line with job requirements.
- j) Application access provided by a Supplier intended for authorized TTC users must use the most secure industry standard with respect to session protocols and credentials where applicable. The Supplier must provide details for approval by TTC.
- k) The Deliverables components must have lockout function on failed system logon attempts and log this activity.
- l) Unless specifically requested by TTC, the Supplier shall not allow multiple concurrent logins using the same authentication credentials, allow applications to retain login information between sessions, provide any auto-fill functionality during login, or allow anonymous logins
- m) Logical access to systems, web portals, software/applications, other points of user manipulation/interaction in the Deliverables must be logged and auditable in both human readable and machine readable (e.g. Syslog) formats.
- n) Documentation, emails and alert messages provided by the Supplier must not contain access credentials intended only for TTC authorized users.

1.09 Cryptography

- a) In cases where TTC requires the Supplier to provide a cryptographic system for key management, policies and procedures shall be established for the management of cryptographic keys in the cryptosystem, which covers the following as a minimum:
 - i. Cryptographic keys management lifecycle from revocation and replacement
 - ii. Cryptographic protocol and algorithms used
 - iii. Access controls for key generation
 - iv. Notice on the expiration of keys and certificates. The notice period shall not be less than sixty (60) days and should include an associated report of key and certificate inventory.
- b) Upon request from TTC, the Supplier shall inform TTC of changes within the cryptosystem, especially if the TTC's record is used as part of the service, and/or TTC has some shared responsibility over implementation of such controls.

- c) All encrypted tunnels in the Deliverables, between the Supplier, TTC and users must use industry standard, latest version of FIPS 140-x encryption schemes. Use of proprietary encryption protocols must be disclosed and approved by TTC.
- d) Wireless network and other components in the Deliverables must adhere to industry wireless standards: WiFi Alliance, 802.11 working groups etc. Use of proprietary or consumer grade equipment and configuration must be disclosed and approved by TTC.

1.10 Physical and Environmental Security

- a) Physical access to Supplier and subcontracted third party hosted facilities must be secured from unauthorized users.
- b) Physical access to Supplier and subcontractor facilities must be monitored; access must be logged and auditable in both human readable and machine readable (e.g. Syslog) formats, covering the following as a minimum:
 - i. Ingress and egress activities to secure areas shall be constrained and monitored by physical access control mechanisms.
 - ii. Ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises shall be monitored, controlled and, if possible, isolated from data storage and processing facilities to prevent unauthorized data corruption, compromise, and loss.
 - iii. The audit logs at minimum must contain details such as date, time, authorization method such as access card or a sign-in along with ID verification, and if applicable, the reason for the access.
 - iv. The Supplier will ensure physical environmental controls are in place to protect its hosted environment and Deliverables components housing or processing TTC records. These include but are not limited to HVAC, fire suppression, equipment rack fans and power system protection.

1.11 Operations Security

- a) The Supplier shall perform, upon TTC request, vulnerability assessments/security assessments of the hosted infrastructure and provide TTC evidence of such assessment
- b) The assessments shall align with applicable industry standards or frameworks for security such as:
 - i. ISO 27001
 - ii. ISO 27002
 - iii. NIST SP 800-82
 - iv. NIST 800-53
 - v. NIST SP 800-57

- vi. ISA/IEC-62443
 - vii. APTA-SS-CCS-RP-002-13
 - viii. APTA-SS-ECS-RP-001-14
 - ix. APTA SS-CCS-RP-003-15
 - x. APTA-SS-CCS-RP-004-16
- c) Findings are to be sent only to: ISOSecureSolutions@ttc.ca
- d) The testing shall include, but not be limited to:
- i. Communication Robustness Testing – This shall include, at a minimum, communication protocol fuzz testing to determine the ability to properly handle malformed and invalid messages for all identified communication protocols in the Deliverables, as well as data resource exhaustion tests (aka “load testing” and “DoS testing”). Communication robustness testing shall be performed using tools approved by TTC and that produce machine-readable data.
 - ii. Software composition Analysis - This shall include, at a minimum, an analysis of all compiled code found in the Supplier product and shall identify all third-party open-source components, and shall, at a minimum, identify all known vulnerabilities found in the Common Vulnerabilities and Exposures (CVE) in publicly available databases. Software composition analysis shall be performed using tools approved by TTC and that produce machine-readable data.
 - iii. Dynamic Runtime Analysis – This shall include, at a minimum, an analysis of how the Supplier provided software behaves during operations and whether such behavior introduces potential security vulnerabilities that could negatively impact confidentiality, integrity, and availability.
 - iv. Known Malware Analysis – This shall include, at a minimum, a scan of Supplier provided software to determine if any known malware exists in the Supplier provided software and a risk assessment on mitigation controls or value of risk.
 - v. Bill of Materials – The Supplier shall provide TTC with a bill of materials that clearly identifies all known third-party software components contained in Deliverables. This shall be provided in a machine-readable format.
 - vi. Validation of Security Measures – All security measures described in the product’s design documentation are properly implemented and mitigate the risks associated with use of the component or device.
- e) The supplier can also provide a cyber security audit report conducted by a reputable 3rd party vendor. The audit report shall cover at minimum:
- i. The supplier’s cyber security maturity score
 - ii. Review and benchmarking of the supplier’s cyber security policies, standards, and posture against industry standards such as NIST framework, ISO 27001, or similar cyber security frameworks

- iii. Identify any gaps within the supplier's cybersecurity posture and post remediation audit results
- f) Policies and procedures shall be established for labeling, handling, and the security of data and objects which contain data.
- g) Following security testing, the Supplier is obligated to create a remediation plan acceptable to TTC and must implement the remediation plan forthwith at no cost to TTC. The Supplier will work with TTC to minimize impact to TTC business and clients e.g. where maintenance windows and Deliverables will be affected.
- h) The Supplier shall disclose where TTC records will reside, be processed, or be accessed by TTC and the Supplier, and this shall include all confidential data subject to any NDA between TTC and Supplier. The Supplier will provide advance notification if those jurisdictions change during the life of the contract. Authorization must be obtained prior to relocation or transfer of hardware, software, or data to offsite premises as required.
- i) The Supplier shall work with TTC initially and through the contract lifecycle, when required by law or in response to business changes, to update web portals, application splash screens, privacy policies, and End User License Agreements (EULA) applicable to the Deliverables to properly inform TTC users of collection, use, storage, and disclosure of TTC records.
- j) Unless otherwise agreed upon between TTC and the Supplier, no Confidential Information shall be provided to the Supplier for use in a development or test environment.
- k) The Supplier will work with TTC initially and through the contract lifecycle when required by law or in response to business changes, to update web portals, application splash screens, privacy policies, End User License Agreements (EULA) applicable to the Deliverables to properly inform TTC users of collection, use, storage and disclosure of TTC records.
- l) All hardware and software components in the Deliverables will provide for some level of logging e.g. events, admin access, system clock synchronization. Such logs shall be in both human readable and machine readable (e.g. Syslog) formats.
- m) TTC Information Technology follows a structured change management process with respect to changes in the Deliverables. The Supplier will provide documentation and details on changes to the Deliverables to assist in the change management process.
- n) The Supplier will ensure components and data in the Deliverables are/is sufficiently backed up regularly should the backups need to be restored.
- o) The Supplier will ensure adequate monitoring of the Deliverables to alert TTC should an issue arise (see Incident Management below).

1.12 Communications Security

- a) Unless otherwise required by TTC, keep TTC records in a physically secure and separate location (logically or physically) safe from loss, alteration, destruction and to implement, use and maintain appropriate policies, standards, products, tools, measures, and procedures to do so in accordance with privacy and security requirements.
- b) All Confidential Information exchanged between the Supplier and TTC must be encrypted. This must use the strongest viable industry standard encrypted session protocol i.e. TLS v1.2+
- c) The Supplier will work with TTC to facilitate network connectivity to the hosted infrastructure and/or TTC resources via secure protocols following industry standards.

1.13 System Acquisition, Development and Maintenance

- a) All software, GUIs and web sites/portals, provided for TTC use by the Supplier are expected to have been developed to the most current OWASP secure coding and design.
- b) The Supplier will disclose features (including administrative backdoors etc.) in software and hardware delivered by the Supplier for use by TTC.
- c) The supplier shall perform system hardening activities prior to delivery to TTC. This may include disabling guest accounts, updating malware and virus definitions, turning of unused ports and/or services, etc.
- d) The Supplier shall work with TTC to define roles and responsibilities between the parties I the contract to ensure that ongoing patching, upgrade paths and vulnerability management is defined and assured for the Supplier provided hardware and software during the contract lifecycle and/or post warranty as negotiated.

1.14 Supplier Relationships

- a) The Supplier shall work with TTC to develop an incident management plan applicable to the Deliverables.

1.15 Incident Management

- a) In case of a security or privacy breach of the Supplier's infrastructure or that of its business partners, vendors, etc., that are in any way involved in the solution provided to TTC, the Supplier will notify TTC in writing, of the nature and extent of the data breach within 24 hours. The Supplier must also keep TTC informed as they verify the breach and the impact. The supplier shall sent these communications to csmonitoring@ttc.ca. The supplier shall also contact TTC's service desk at 416-393-4357.

- b) The Supplier will, working within existing breach response plans, provide support during a security breach to help TTC identify, contain, remove and recover during a security incident. TTC will retain the right to aid in the investigation of these incidents.
- c) As part of Incident response and management, the Supplier shall produce a framework covering the following based on industry standards of each item:
 - i. Chain of custody document (based on admissible chain of custody management processes and control);
 - ii. Techniques of legally collecting forensic data and analysis procedures;
 - iii. Statistical information for security incident data with TTC upon request.
- d) TTC and any agents acting on behalf of TTC have the right to perform necessary assessment and scanning to determine the impact of the security or privacy breach.

1.16 Obsolescence Management

- a) The Supplier shall provide TTC with all market-ready equipment hardware and software upgrades, patches, configuration files, and firmware updates at no additional cost.
- b) Any patches/upgrades to a Supplier system(s) would be first tested in the Supplier's facility prior to the implementation to ensure the expected functionality is achieved.
- c) TTC has the right to ask the Supplier to secure and/or update their systems.
- d) Should the system(s) be owned and operated by the Supplier, the Supplier is responsible for applying updates and patches and/or re-configuring the systems.
- e) Should the system(s) be owned and operated by TTC, the Supplier shall assist TTC in applying updates and patches and/or re-configuring the systems.
- f) The Supplier shall provide an Obsolescence Management Program ("Program"), updated annually, and designed to minimize the effect of any obsolete components. The Program shall include an Annual equipment Audit providing notice of any component approaching obsolescence within two years of the audit.
- g) For any component approaching obsolescence, the Supplier shall provide:
 - i. The nearest match available from a new OEM product family.
 - ii. A direct match from the Supplier's repaired inventory.
 - iii. The closest match from the superseded component's product familiar fit/form/function replacement shall include a write-up of the replacement component, including any modified functionality.

1.17 Vulnerability and Risk Assessment

- a) The Supplier shall submit as part of the submittal defined in the contract a Threat, Vulnerability and Risk Assessment (TVRA)/Threat model report covering all critical and non-critical systems/sub-systems for:
 - i. Associated risks
 - ii. Countermeasures applied
 - iii. Risk mitigation results for all system levels
- b) The report shall cover the following as appropriate but are not limited to:
 - i. Physical access restrictions to Operational Technology (OT) including all control systems;
 - ii. Physical access restrictions to data in transit and at rest for all on-board and way-side systems;
 - iii. Restrictions applied to wired and/or wireless systems communication to and from wayside to on-board;
 - iv. Centralized system management details for the management of encryption and crypto systems;
 - v. IT/OT isolation plan for all the critical systems identified for revenue system(s);
 - vi. All application details related to secure coding practices.

1.18 Business Continuity Planning

- a) Supplier will work with TTC within the contract lifecycle to plan, document, execute and test business continuity planning and disaster recovery plans on an ongoing basis.

1.19 Compliance

- a) The Supplier will be responsible for activities and costs associated with maintaining ongoing PCI compliance for components in the Supplier's environment, products/services as applicable to the Deliverables.
- b) All hardware, software, and firmware included as part of the finished product(s) shall comply with cybersecurity practices current at the time of delivery and consistent with cybersecurity frameworks such as those defined by the International Standardization Organization (ISO), the National Institute of Standards and Technology (NIST), International Information Systems Security Certification (ISC2), or Information Technology Infrastructure Library (ITIL).
- c) The Supplier represents and warrants that it performs security testing and validation for all its products, and that all security testing performed by the Supplier covers all issues noted in the "SANS/CWE Top 25" and "OWASP Top 10" publicly available lists.

- d) The Supplier shall support TTC in its obligations to comply with other current and relevant regulations and industry standards, such as trade agreements and the *Construction Act*, and its internal controls, reporting, and auditing requirements.
- e) TTC is bound by MFIPPA to ensure adequate security controls are in place to protect Personally Identifiable Information (PII) in TTC's care and with whom it shares data. The Supplier will support this compliance through regular assessment of its own technical, process and other controls to protect TTC records in the Supplier's care.
- f) TTC is a public facing, critical infrastructure organization with Industrial Control Systems. The Supplier will ensure the Deliverables contain security controls appropriate for protection of Industrial Control Systems (i.e. networks and assets) following industry standards including, but not limited to: NIST, IEC, CIS Top 20, etc.

1.20 List of TTC policies

- i. [IT Computing Hardware-Software Policy](#)
- ii. [Information Management Policy](#)
- iii. [Computer Security Policy](#)
- iv. [Data Governance Policy](#)
- v. [IT Services Non-Disclosure Agreement Policy](#)
- vi. [Business Continuity Management Policy](#)
- vii. [TTC Cloud Computing Policy](#)
- viii. [IT Systems Security Control Policy](#)
- ix. [TTC Corporate Network Administration](#)
- x. [Access to Information and Protection of Privacy](#)
- xi. [TTC Identity Protection standard](#)
- xii. [Acceptable Use Policy](#)
- xiii. [TTC Corporate Policy 7.2.3](#)
- xiv. 3rd Party Risk Assessment Policy (Draft version)

END OF EXHIBIT

SCHEDULE 13.01 INSURANCE

1. Supplier will have and maintain in force, and will provide certificates of insurance evidencing:
 - (a) Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) covering actual or alleged acts, errors or omissions committed by the Supplier, Supplier Subcontractors or their respective agents or employees, arising out of the performance of this Agreement. The policy coverage will also extend to include personal injury, bodily injury and property damage from the performance of professional service or arising out of the program.
 - (b) Computer Security and Privacy Liability in the amount of One Million Dollars (\$1,000,000.00) covering actual or alleged acts, errors or omissions committed by the Supplier, Supplier Subcontractors or their respective agents or employees. The policy will also extend to include the intentional, fraudulent or criminal acts of the Supplier, Supplier Subcontractors or their respective agents or employees. The policy will expressly provide, but not be limited to, coverage for the following perils:
 - (i) unauthorized use/access of a computer system;
 - (ii) defense of any regulatory action involving a breach of privacy;
 - (iii) failure to protect Confidential Information (personal and commercial information) from disclosure; and
 - (iv) notification costs, whether or not required by statute.
 - (c) Commercial general liability coverage against all claims for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (\$5,000,000.00) for any one occurrence or accident for all claims arising out of bodily injury, including death, and damage to property of others (including TTC). Such insurance shall include,
 - (i) contractual liability;
 - (ii) cross liability and severability of interests clause; and
 - (iii) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by TTC.
2. The above mentioned policies shall 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 A-, and shall contain no provision that

would prevent, preclude or exclude a claim brought by TTC. Under the abovementioned commercial general liability policy, TTC shall be named as an additional insured.

3. Supplier shall furnish TTC with certificates of insurance acceptable to TTC confirming such policies prior to commencing work on the Deliverables, with a copy sent by email to TTCcoi@ttc.ca. The certificates of insurance will have an undertaking from, or an endorsement of the insurance company(s), that such insurance shall not be cancelled, fail to be renewed, or reduced in coverage without thirty (30) days' prior written notice to TTC. At the expiry date of the policy, the Supplier shall provide to TTC signed certificates of insurance evidencing renewals or replacements prior to the expiration date of the original policies, without notice or request by TTC. Failure of TTC to demand any certificate or other evidence of full compliance with these insurance requirements or failure of TTC to identify a deficiency from the evidence provided will not be construed as a waiver of Supplier's obligation to maintain such insurance. The acceptance of delivery by TTC of any certificate of insurance evidencing the required coverage 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 as set out in this Schedule 13.01.
4. The taking out of the insurance provided for in this Schedule 13.01 shall not relieve Supplier of any of its obligations under this Agreement.
5. Supplier will be responsible for the payment of all deductibles related to the insurance policies required in this Schedule 13.01. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance will be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.
6. If this insurance is provided on a claims-made basis, the Supplier will maintain continuous insurance coverage during the term of this Agreement and in addition to the coverage requirements above, such policy will provide that:
 - (a) the policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and will continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
 - (b) the policy allows for reporting of circumstances or incidents that might give rise to future claims; and
 - (c) not less than a two-year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

APPENDIX C – PROPONENT SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing Submission Forms (Appendix G.1, G.2, and G.3) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by TTC prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

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

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

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

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

8. Disclosure of Information

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



Appendix D – Mandatory Technical Requirements Submission Form (Q-57DJ)

Pass/Fail

Each Proposal must include a Mandatory Technical Requirements Submission Form completed according to the instructions set out below as well as the instructions in Part 4 of the RFP.

Instructions

- The Summary worksheet displays your overall progress for the questionnaire.
- The worksheets numbered from 1 to N represent question sets.
- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.
- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.
- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please do not use Excel formulas in your responses.
- Please follow the instructions provided along with this file to submit it back to Euna Procurement.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Euna Procurement at Support@GoBonfire.com.

Additional Instructions

Proponents should review each Question carefully and select a response from the dropdown list provided in the Response column. Depending on the response selected, Proponents may be prompted to provide comments in the Comment column.

As stated in the Part 2 Section 2.2.2 of RFQ document, Quotations that do not demonstrate compliance with these mandatory requirements will be excluded from further consideration

Summary

Question Set	Questions	% Complete	Progress	Error?
1	2	0.00%	<div></div>	No errors
Total	2	0.00%	<div></div>	

Question Set 1: Information Security Requirements

Question Set 1 Instructions

Proponent shall carefully review each option below and in the "Response" column, select the applicable attestation option from the dropdown.
Note:

During the contract negotiation stage, as specified in RFP Main Document Part 4, Section G , Pre-Conditions of Award, the selected Proponent(s) are required to submit current evidence of the selected option attestation. Failure to provide a valid certificate or attestation will result in disqualification during the contract negotiation stage.

#	Question	Response	Comment	Status
Mandatory Requirements				?
1.1.1	<p>Attestation: The Proponent must attest that at the time of this submission, it fully complies with industry standard certifications as outlined in Appendix B - Form of Agreement, Exhibit A to Schedule 9.04 TTC Information Security and Privacy Requirements, Section 1.03.</p> <p>One (1) of the following options is acceptable: 1. Service Organization Controls (SOC) 2 Type II audit report: Proponents should possess a SOC 2 Type II audit report; or 2. International Organization for Standardization (ISO) 27001 certificate: Proponents should possess a valid ISO 27001 certificate; or</p> <p>"Non-Compliant - None of the above" response will result in the submission being excluded from further consideration.</p>			Incomplete
1.1.2	<p>Attestation: The Proponent must have implemented at least 1 project in last 5 years that include configuration of AODA and WCAG 2.1</p>			Incomplete
2 Questions				0.00% Complete

APPENDIX E – RATED CRITERIA SUBMISSION FORM

1. Proponent Information

Each Proposal should include a Rated Criteria Submission Form completed according to the instructions set out below as well as the instructions in Part 4 of the RFP.

When responding, Proponents should take into account the descriptions of the Deliverables in Appendix A of the RFP.

The Proponent should provide a response to each of the following Rated Criteria questions in the “Proponent Response” space only, as provided below.

Proponents should provide a detailed response to each of the questions and type the responses directly on the electronic form provided for the responses. Proponents should provide all the necessary information required for a thorough assessment to be made.

Note:

- 1) Do not alter the rated criteria questions as this may disqualify the response. Please follow RFP instructions for seeking clarification, if needed.
- 2) External weblinks will not be considered as part of the submission. Do not provide weblink and/or marketing materials in your response. In the event that the weblink is online specification or standard service level agreement, please submit as supporting documents. For clarity, Bonfire allows submission of multiple files under the same folder (e.g. folder for Appendix E submission).
 - a. For further clarity, the TTC will not review or consider any material that is not directly included and submitted with the RFP response.
- 3) Responses will be evaluated according to 0-5 scoring scale as set out in Part 4 of the RFP.
- 4) Responses will be evaluated as set out in Part 4 of the RFP according to the weighting provided in this Appendix. Stage 2 Rated Criteria is weighted at a total overall weight of **70 Points**.

2. Rated Criteria

Item #	Description	Weight
1. Experience and Expertise (20 points)		
Provide a summary of your company profile, organizational structure, Key Employees identified for the project, as per the following requirements.		
Company Profile		
RC-01	Proponents should provide a brief company profile outlining their history, years in operation, locations, and core areas of business. The profile should demonstrate the organization's stability, capacity to deliver digital services, and alignment with the scope of this project	5
Proponent Response:		
Organizational Structure		
RC-02	Proponents should include an overview of your organizational structure, highlighting key departments and roles relevant to this engagement	5
Proponent Response:		
Company Expertise		
RC-03	Proponents should describe their expertise in website design and development, including relevant experience with public sector or similar projects. Include technologies used, and any certifications or awards that demonstrate capability and innovation in delivering digital solutions.	5
Proponent Response:		
Key Employees		
RC-04	The Proponent should provide the CVs for the proposed team members to demonstrate the expertise and experience per Appendix A – Statement of Deliverables – Section 8 - Key Resource Roles And Responsibility Requirements. (8.1.1 to 8.1.5)	5
Proponent Response:		
2. Relevant Projects (15 points)		
As per requirements stated in the Appendix A - Scope of Deliverables, provide three (3) examples of similar projects, with at least one (1) from Canada public sector agency of similar size and scope. Each project example should include at least one (1) or more Key Employees listed in RC-04		
Project 1		
RC-05	Project Title: Project Location (City, Province, Country) Reference Agency/Organization Name Reference Agency/Organization Contact (Name, Position, email)	5

Item #	Description	Weight
	Project Budget Were you the awarded supplier or a subcontractor? Key Employee(s) involved Provide a brief overview of the project and your organization's role in delivering the project	
Proponent Response:		
Project 2		
RC-06	Project Title: Project Location (City, Province, Country) Reference Agency/Organization Name Reference Agency/Organization Contact (Name, Position, email) Project Budget Were you the awarded supplier or a subcontractor? Key Employee(s) involved Provide a brief overview of the project and your organization's role in delivering the project	5
Proponent Response:		
Project 3		
RC-07	Project Title: Project Location (City, Province, Country) Reference Agency/Organization Name Reference Agency/Organization Contact (Name, Position, email) Project Budget Were you the awarded supplier or a subcontractor? Key Employee(s) involved Provide a brief overview of the project and your organization's role in delivering the project.	5
Proponent Response:		
3. Project Plan (30 points) The Proponent should provide a project plan for the TTC.CA Website Redesign that aligns to the requirements outlined in the document Appendix A – Statement of Deliverables - Section 6 Implementation Requirements covering: a) All activities, milestones and deliverables required to deliver the project, including the optional phases; b) Estimated duration and effort for each phases; c) Resource assignments; and d) TTC resource requirements and dependencies. e) Assumptions		
Understanding of the Scope of Deliverables		
RC-08	Identified all activities, milestones and deliverables required to deliver the project, including the optional phases;	10
Proponent Response:		

Item #	Description	Weight
Schedules		
RC-09	Estimated duration and effort for each phase. Include Gantt chart.	10
Proponent Response:		
Resource assignments		
RC-10	Identify and assign resources for each phase. Identify TTC resource dependencies for each phase. List out assumptions made.	10
Proponent Response:		
4. Sustainable Business Processes (5 points) The Proponent should provide their approach to sustainable business processes.		
Sustainable Business Process		
RC-11	Describe your organization's approach to sustainability in the delivery of digital services. Include details on environmental policies, resource efficiency measures, carbon reduction strategies, and any certifications. Highlight how these practices are integrated into your web development processes and how they contribute to long-term environmental responsibility	5
Proponent Response:		

[END OF APPENDIX E]

APPENDIX F – PRESENTATION PROCESS AND INSTRUCTIONS

1. Presentation Overview

Through the evaluation of presentation questions, Proponents will be scored based on their ability to show how functionalities and abilities of their proposed Solution meet TTC's RFP requirements as set out in the Appendix A- Scope of Deliverables.

The presentation will help TTC to understand how the Proponent's proposed Solution is configured and integrated to meet TTC's ongoing and evolving needs.

The Proponent shall bear all of their costs associated with their presentation.

The presentation process shall not be an opportunity for the Proponent to amend its written proposal responses.

2. Presentation Guidelines

Proponents are required to review and understand the following presentation guidelines.

- 1) The TTC will invite the three (3) highest-scoring Proponents from Stage 2 – Rated Criteria to participate in Stage 3 – Presentation.
- 2) Presentations will be conducted virtually via the Microsoft Teams platform. Proponents will be offered two (2) options for scheduling their presentation date and time.
- 3) The questions and corresponding point allocations will be provided to Proponents at least two (2) business days prior to the scheduled presentation.
- 4) Proponents will be allowed a maximum of 90 minutes for the total length of their presentation. If the total length of presentation exceeds 90 minutes, using the sequence of the presentation questions, TTC evaluators will ignore content after the 90-minute mark.
- 5) Any presentation not made available to TTC by the will receive zero (0) overall points for Stage 3.

3. Scoring of the Presentation

TTC will be scoring each of the presentation questions, based on points allocated for each question. TTC will evaluate each presentation on the basis of the non-price rated criteria in accordance with Section E.1 Standard Scoring Scale outlined in Part 4 of the RFP.

[END OF APPENDIX F]



Appendix G.1 – Pricing Submission Form (BT-18NO)

20 Total Overall Points

Complete the information per the instructions provided below and the "Responses" tab worksheet.

Extended amounts will be added together and the "Grand Total" for the term of the contract, including optional extensions, shall be arrived at to determine the Total Evaluated Price. Each Proponent will receive a percentage of the Total Overall Points allocated to price, which will be calculated in accordance with the following formula:

$$(\text{Lowest Total Evaluated Fixed Price} \div \text{Proponent's Total Evaluated Fixed Price}) \times \text{weighting} = \text{Proponent's pricing points}$$

General Instructions:

(1) Proponents shall complete the "Unit Price" cells in the worksheet in accordance with the instructions provided here and those provided in the "Responses" tab worksheet respectively.

(2) The "Unit Price" submitted shall be firm and fixed for Phases 1, 2 and 3 as indicated;

(3) In the event of mathematical errors found in the this Pricing Submission Form, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by the TTC and adjustments resulting from the correction will be applied to the Total Evaluated Price. Proponents submitting Pricing Submission Forms affected by mathematical errors identified by the TTC may be

Instructions

- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Euna Procurement.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Euna Procurement at Support@GoBonfire.com.

Responses

Error: Check cell(s) B8

					Numeric		
Status	#	Description	Quantity	UoM	Unit Price	Total Cost	Total Cost w/Tax

First Statement of Work

Error: Missing value for 'Unit Price' in cell H8	#1-1	Phase 1: Planning	1	EA		-	-
Error: Missing value for 'Unit Price' in cell H9	#1-2	Phase 2: Current State Assessment, Discovery and Analysis	1	EA		-	-
Error: Missing value for 'Unit Price' in cell H10	#1-3	Phase 3: Target State Recommendations and Strategy	1	EA		-	-
Basket Total						\$ 0.00	\$ 0.00

Optional Second Statement of Work

Error: Missing value for 'Unit Price' in cell H14	#2-1	Phase 4: Design and Implementation-Planning	1	EA		-	-
Basket Total						\$ 0.00	\$ 0.00

Optional Third Statement of Work

Error: Missing value for 'Unit Price' in cell H18	#3-1	Phase 5: Implementation, Training and Warranty	1	EA		-	-
Basket Total						\$ 0.00	\$ 0.00
Grand Total						\$ 0.00	\$ 0.00



Appendix G.2 - Pricing Submission Form – Rate Card (BT-27DS)

Provide pricing for the Supplier Key resources as well as any other Professional Service resources (Rate Card) required in providing Services for the Solution, as outlined in Section 8.1 Supplier Key Resource Qualification and Responsibility Requirements of Appendix A - Scope of Deliverables.

Instructions

- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Euna Procurement.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- To submit additional bids for an item, you must go to the Additional Responses tab.
- If you decide to submit an additional response for an item, then you must also complete a primary response bid for that item.
- Every item has a unique item number found in column D. To submit an additional bid for an item, enter the item number from the Primary Responses sheet into the blank item number cell on the Additional Responses sheet (column D).
- Entering the item number on the Additional responses sheet will cause the line to populate with item-specific info. An additional response can now be completed by filling in the blank cells with the bid information you wish to submit.
- You can submit as many additional bids for each item as you would like
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Euna Procurement at Support@GoBonfire.com.

Primary Responses

Error: Check cell(s) B7					Numeric
Status	#	KEY RESOURCE	Quantity Required	Hourly Rate (\$/hr)	Total Hourly Rate
Error: Missing value for 'Hourly Rate (\$/hr)' in cell G7	#0-1	Project Manager (PM)	1		-
Error: Missing value for 'Hourly Rate (\$/hr)' in cell G8	#0-2	User Experience (UX) Designer / Researcher	1		-
Error: Missing value for 'Hourly Rate (\$/hr)' in cell G9	#0-3	Technical Analyst	1		-
Error: Missing value for 'Hourly Rate (\$/hr)' in cell G10	#0-4	Quality Assurance (QA) Tester	1		-
Error: Missing value for 'Hourly Rate (\$/hr)' in cell G11	#0-5	Supplier Technical Account Manager	1		-
Basket Total					\$ 0.00
Grand Total					\$ 0.00

Additional Responses

Success: All data is valid!

[illegible]

-					-
-					-
-					-



Appendix G.3 - Pricing Submission Form – Monthly Services Fee (BT-29BH)

Proponent shall submit a monthly fixed fee for ongoing website maintenance following successful implementation and completion of the warranty period.

Ongoing website maintenance is NOT included in the scope of the initial award. Should TTC choose to proceed with this service, a separate Statement of Work will be required.

Instructions

- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Euna Procurement.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Euna Procurement at Support@GoBonfire.com.

Responses

Error: Check cell(s) B7

				Numeric		
Status	#	Item	Quantity Required	Monthly Cost	Annual Cost	
Error: Missing value for 'Monthly Cost' in cell G7	#0-1	Monthly fixed fee for ongoing website maintenance - Year 1	12		-	
Error: Missing value for 'Monthly Cost' in cell G8	#0-2	Monthly fixed fee for ongoing website maintenance - Year 2	12		-	
Error: Missing value for 'Monthly Cost' in cell G9	#0-3	Monthly fixed fee for ongoing website maintenance - Year 3	12		-	
Error: Missing value for 'Monthly Cost' in cell G10	#0-4	Monthly fixed fee for ongoing website maintenance - Optional Year 4	12		-	
Error: Missing value for 'Monthly Cost' in cell G11	#0-5	Monthly fixed fee for ongoing website maintenance - Optional Year 5	12		-	
Basket Total					\$ 0.00	
Grand Total					\$ 0.00	

Appendix H - Form of Agreement Review Submission Form

1. Proponent Information

A copy of the TTC's Master Product and/or Services Agreement (MPSA) is included in the RFP as Appendix B - Form of Agreement. The Proponent must review Appendix B - Form of Agreement and provide a response to the below:

- a. Please indicate, by stating "Yes" or "No" in the space below, whether the Form of Agreement is acceptable to your organization. If your answer is "No", please complete part b) below.

For clarity, if you check neither the "Yes" nor "No", or if you check "No" but submit no proposed revisions, your answer will be deemed to be "Yes", i.e. you indicate that the Form of Agreement is acceptable to your organization. If you check both the "Yes" and "No" spaces, or if you check "Yes" but, nevertheless, submit proposed revisions, your answer will be deemed to be "No".

Yes ☐ No ☐ (please complete part b)

- b. Subject to the terms of this RFP (the "RFP Documents"), the Proponent may propose alternative language or terms for Appendix B - Form of Agreement of the RFP (the "Contract Documents"). Proponent shall submit this Appendix F - Form of Agreement Review Submission Form in Microsoft Word format with comments or track changes made within Section 2. If no alternative language or terms are submitted within Appendix H – Form of Agreement Review Submission Form, then the Proponent will be deemed to have accepted all provisions in their original form in the Contract Documents without alteration.

2. Form of Agreement Requested Revisions

If the Proponent has indicated "No" in 1a. above, then the Proponent will provide any requested revisions to the Form of Agreement on the following pages with comments or track changes.

Note:

- 1) TTC does not commit to accepting any requested revisions to the Form of Agreement. Details will be negotiated during the negotiation period.
- 2) In the event that your firm has an active TTC MPSA that have been executed, TTC may leverage that MPSA for this project (only if Terms and Conditions applies), however Schedule 9.04 and Exhibit A have to be the same version as stated in this Appendix.