



Canada Lands Company
Société immobilière du Canada

RFP No.

602299-01

Issue Date:

July 8, 2021

Submission Deadline:

August 20, 2021 at 2pm EDT



Request for Proposals

Bilingual (French/English) Public Consultation
for Tunney's Pasture, Ottawa, ON
This document contains a security requirement

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REQUEST FOR PROPOSALS
RFP NO: 602299-01

1. Introduction

1.1. Company Description

Canada Lands Company CLC Limited (the “**Company**”) is a non-agent Crown corporation that carries out real estate business in all regions of Canada. The Company also owns and operates the CN Tower in Toronto, Ontario.

The Company’s activities ensure that government properties are redeveloped or managed in accordance with their highest and best use, and that they are harmoniously reintegrated into local communities to meet the needs of Canadians and provide them and their families with inspiring and sustainable new neighbourhoods in which they can live, work and play.

1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals for public consultation services required for the coordination of public and stakeholder engagement to support the redevelopment of the Tunney’s Pasture area of Ottawa. (the “**Scope of Work**”).

This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule. The Form of Agreement will incorporate the Security Requirements set out in Schedule 13 of this RFP.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around September 2021; however this date may be subject to such approvals From Public Services and Procurement Canada (“**PSPC**”) as may be necessary from time to time regarding Security Requirements.

The term of the Agreement is 4 years, with an option in favour of the Company to extend the term: under the original terms and conditions by one (1) additional year under the Agreement’s original terms and conditions.

1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	July 8, 2021
Submission Deadline for Receipt Confirmation Schedule	July 14, 2021 at 2pm EDT
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	July 23, 2021 at 2pm EDT
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	August 6, 2021
RFP Submission Deadline	August 20, 2021 at 2pm EDT
Oral Presentation (see Section 3.4)	Week of August 30
Anticipated Agreement Start Date	September 2021

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change on buyandsell.gc.ca.

1.5. RFP Coordinator

1.5.1. Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: Caroline Lavigne McGregor
Title: Project Coordinator
Phone #: 613-762-0687
E-mail address: clavigne@clc.ca

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

1.5.2. Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“Addendum” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and **“Addenda”** has a corresponding meaning).

“Agreement” has the meaning ascribed in Section 1.3 (Form of Agreement).

“Applicable Law” and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“Company” has the meaning ascribed to it in Section 1.1 (Company Description).

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, 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 obligations under the Agreement.

“days” means calendar days.

“Diversity and Inclusion” means fostering an environment that respects dignity and individual ideas and beliefs of those with visible and invisible differences (such as gender identity, race or disabilities which lead to differences in experience, values, attitudes, and ways of thinking, behaving, communicating and working), and removes barriers for those with physical, mental, intellectual, learning, communication or sensory impairments and/or functional limitations, and thereby ensures equity. This may include offering support and education regarding diversity and inclusion in the workplace, having specific policies in place to prevent discrimination for all actions regarding recruitment, compensation, promotion, benefits, jobs assignments, transfers, layoffs, return from lay-offs, company sponsored programs or events, and job creation.

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“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“**Evaluation Team**” means the individuals who have been selected by the Company to evaluate the Proposals.

“**Personal Information**” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“**Preferred Proponent**” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process. This term is used interchangeably with “successful Proponent”

“**Proponent**” or “**Proponents**” means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“**Proposal**” or “**Proposals**” means all of the documentation and information submitted by a Proponent in response to the RFP.

“**Request for Proposals**” or “**RFP**” means this Request for Proposals issued by the Company and all schedules thereto.

“**RFP Submission Deadline**” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“**RFP Coordinator**” means the individual identified in Section 1.5 (RFP Coordinator).

“**Schedule**” means one of the schedules to this RFP listed at Section 2.2 (and “**Schedules**” has a corresponding meaning).

“**Successful Proponent**” means Preferred Proponent.

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Proposal Checklist Schedule”	Schedule 2
“Mandatory Requirements Checklist Schedule”	Schedule 3

“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 4
“Corporate Overview Schedule”	Schedule 5
“Pricing Schedule”	Schedule 6
“Declaration and Certification Schedule”	Schedule 7
“References Schedule”	Schedule 8
“Receipt Confirmation Schedule”	Schedule 9
“Form of Agreement Schedule”	Schedule 10
“Certificate of Compliance Schedule”	Schedule 11
“Non-Disclosure Agreement Schedule”	Schedule 12
“PSPC Security Requirements Schedule”	Schedule 13

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

2.4. RFP Information

2.4.1. Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1. Submission

Proponents must submit requests for clarification in writing by email to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted at least 28 days prior to the RFP Submission Deadline.

2.5.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on buyandsell.gc.ca. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

2.5.3. Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on buyandsell.gc.ca at least 14 days prior to the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

2.6. Receipt Confirmation

Proponents are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

2.7. Proposal Submission

2.7.1. General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), bear the Proponent's name, email address, and RFP # 602299-01, and addressed to:

CANADA LANDS COMPANY CLC LIMITED

clavigne@clc.ca

Attention: RFP Coordinator

Applications received after the RFP Application Deadline shall not be considered and shall be deleted without being read. Each Proponent is responsible for the actual delivery of its Application to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

2.7.2. Receipt

Every Proposal received will be date/time stamped at the location referred to in Section 2.7.1 (General).

2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;

- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 180 days from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 - *Proposal Evaluation, Format and Contents*, will form a part of the evaluation process.

2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.20. Debriefing

Not later than 15 calendar days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1. Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal (“**Company Confidential Information**”) constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

2.21.2. Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents’ Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent

of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3. Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the

Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;

- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 10 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for concluding the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, terminate the discussions (and proceed per (b) below);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind any invitation to execute the Agreement, and begin discussions with the next highest-ranked Proponent; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall

be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

3. Proposal Evaluation, Format and Contents

3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points
I	Mandatory Requirements	(Pass/Fail)
II	Rated Information ¹	70 points
III	Oral Presentation	20 points
IV	Pricing	10 points
V	Reference Verification	(Pass/Fail)
	Total	100 points

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

3.2. Proposal Format

3.2.1. General

¹ Excluding pricing.

The Proponent's Proposal should be comprised and formatted as follows:

- I. One (1) PDF file or Folder of PDF files named as Proposal, excluding the Pricing Schedule: and
- II. One (1) separate, PDF file or Folder of PDF files named as "Pricing Schedule" containing the Pricing Schedule; The Proponent's Price submission should be password protected so that the contents of the file cannot be viewed until the password has been provided to the RFP Coordinator by the Proponent. The RFP Coordinator will contact the Proponent for the password once the evaluation described in Section 3.2.1 has been completed.

3.2.2. Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 10 MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.7 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures). In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading "Mandatory Requirements" below. A failure to do so will result in the Proposal being disqualified. If a "Mandatory Requirement" refers to a Schedule, then Proponents should provide responses to the "Mandatory Requirements" in the corresponding Schedule.

Proposals should address the information listed under the heading "Rated Information" below. Rated information will be scored and failure by a Proponent to fully address any rated information

will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Proposal under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS	Evaluation
<p>3.3.1. Mandatory Requirements Checklist</p> <p>The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2. Declaration and Certification</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4. References</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.5. Proponent Consortium Information</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement. <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating “Not Applicable”.</p>	<p><i>Pass or Disqualification</i></p>

<p>3.3.6. Certificate of Compliance</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.7. Government of Canada Security Clearance</p> <p>Proponent must demonstrate that all team members have and will maintain reliability security status, a mandatory requirement, for the duration of the contract. The Proposal must include Proof of such status.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.8. WHMIS</p> <p>The Proponent must describe the Workplace Hazardous Materials Information System training that its personnel have received in accordance with Applicable Laws</p>	<p><i>Pass or Disqualification</i></p>

RATED INFORMATION	Scoring	Evaluation
Part A Corporate Overview		<i>Available Points: 10 points</i>
<p>3.3.9. Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p> <p>Proponents should provide a profile of the Proponent as indicated within the Corporate Overview Schedule indicating the years in business and of service and confirmation of Reliability Security Status for each and all members of the Team.</p> <p>As part of a Proponent's Corporate Overview it must clearly demonstrate that all team</p>	<p>8 points</p>	<p>The maximum number of points will be awarded to the Proponent who best demonstrates:</p> <ul style="list-style-type: none"> • A minimum of 5 years in business (one (1) point) • comparable experience preparing and executing a public engagement program for a large campus redevelopment (four (4) points) • Organizational Chart clearly outlining the Proponent and project team roles and responsibilities to achieve

<p>members have the required reliability security status as well as providing confirmation that this status will be maintained for the duration of the Agreement. Reliability Security Status is a mandatory requirement and failure to demonstrate it will result in disqualification</p>		<p>project objectives as set out in the Scope of Work Schedule (three (3) points)</p> <p>Proponents must have secured and must maintain Reliability Security Status for the duration of the Agreement.</p>
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<p>3.3.10. Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	<p>2 points</p>	<p>Proponents will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to the Company or diminishing (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent’s delivery of the Scope of Work.</p>
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<p>Part B Scope of Work Capabilities and Related Matters</p>	<p><i>Available Points: 57 points</i></p>
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<p>3.3.11. Scope of Work Capabilities</p> <p>The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent proposes to take to meet the Scope of Work requirements.</p>	<p>20 points</p>	<p>To achieve maximum points, the Proponent shall provide details of its methodology and approach that will be implemented in order to complete the required Scope of Work outlined in Schedule 2.</p> <p>A potential twenty (20) points may be achieved by Proponents demonstrating a clear understanding of the project outcomes and a strategy/methodology for achieving them, including but not limited to the following:</p> <ul style="list-style-type: none"> • A demonstrated understanding of the Scope of Work outlined in Schedule 2, including overall deliverables for each stage of the project (ten (10) points);
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		<ul style="list-style-type: none"> • The role and function of the Proponent as public consultation consultant; strength and depth of resources within the firm (five (5) points), • Experience with development projects of similar complexity, communicating with diverse communities and fostering inclusivity, equity, and representation. Proponents must provide 3 project examples of developing and executing a public engagement program of a similar nature (five (5) points). <p>Proponents can achieve an additional 5 points for presenting additional information in support of providing a clear understanding of how they will achieve project objectives.</p> <p>Proponents will be evaluated according to the nature of the project, the composition of the Personnel, the description of the projects and the projects relevance to the scope of this RFP.</p> <p><u>The Proponent's response should not exceed a maximum of ten (10) pages for this section.</u></p>
<p>3.3.12. Proposed Work Plan and Timeframe</p> <p>The Proponent should provide a detailed work plan of the activities contemplated by the Scope of Work, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.</p>	<p>20 points</p>	<p>The maximum amount of points will be awarded to the Proponent who best outlines the following:</p> <ul style="list-style-type: none"> • Overall tasks, reports and deliverables that will be required for each stage of the project and illustrate the level of effort expected by the Company and PSPC; how they are reflected in a timeline, based on one's understanding of the project,

		<p>experience with similarly scaled redevelopment projects and master planning projects with high security requirements. (five (5) points)</p> <ul style="list-style-type: none"> • Capacity to comply with the guidelines and/or requirements of approval agencies/ stakeholders (for example, but not limited to the City of Ottawa or the National Capital Commission) with specific reference to the following: (ten (10) points) <ul style="list-style-type: none"> ○ contents of reports; ○ commitment to site investigations, stakeholder engagement and document review; ○ the preparation or translation of drawings/ specifications/ reports, in English and French, required to satisfy all Company, municipal, provincial and federal requirements. All public engagement events, virtual and in person, must provide services in both official languages and consider requirements for accommodation of the public. <p>Demonstrate the level of effort of all resources to complete the Scope of Work in multiple formats will achieve maximum points. (five (5) points)</p>
<p>3.3.13. Personnel</p> <p>The Proponent should submit information</p>	<p>17 points</p>	<p>The Proponent must submit information related to the qualifications and experience of personnel who will be assigned to</p>

<p>related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.22 (Personal Information) before submitting any such personal information.</p>		<p>perform activities contemplated by the Scope of Work, which may include one of the following for member of the Personnel: resume, documentation of accreditation, and/ or letter of reference.</p> <p>The maximum amount of points will be awarded to the Proponent who best demonstrates the following from their Personnel:</p> <ul style="list-style-type: none"> • Minimum of 7 years of experience for key personnel including: <ul style="list-style-type: none"> ○ resumes. ○ Language proficiencies - CCC - (English and French mandatory for all primary team members) ○ area of expertise identified • Provide a breakdown outlining allocation of project personnel by discipline, level of effort including number of hours in a table format <ul style="list-style-type: none"> ○ brief description of their role and expected level of effort at each Stage (1 to 7) of the project ○ Proponents can list up to 3 personnel per discipline. <p>Maximum points can be achieved where the project managers, responsible for the progress of the project, have demonstrated experience with complex master planning exercise of a redevelopment project into a mixed-use community with exposure to the following issues: heritage</p>
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		<p>preservation, environmental sustainability, accessibility and security</p> <p><u>The Proponent's response should not exceed a maximum of two pages per key personnel for evaluation purposes</u></p>
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Part C Form of Agreement	<i>Available Points: 3 points</i>
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<p>3.3.14. Acceptance of the Form of Agreement</p>	<p>3 points</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will receive the maximum number of points for this section. Proponents who propose changes to the Form of Agreement Schedule will be scored based on the degree to which their proposed change(s) increase the risks or costs to the Company, or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent's delivery of the Scope of Work. If a Proponent proposes significant changes in light of the foregoing list, it may receive zero points for this section.</p>
<p>If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its proposal (i) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.</p>		
<p>A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.</p>		
<p>The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.</p>		
<p>The Company is not required to negotiate the Form of Agreement Schedule, or to agree to any changes to the Form of Agreement put forward by any Proponent.</p>		

Part D Pricing	<i>Available Points: 10 points</i>
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<p>3.3.15. Pricing</p>	<p>10 points</p>	<p>The Company will only evaluate the pricing of those Proponents invited</p>
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<p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent's pricing relative to each other and to the Company's needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p>		<p>to the Oral Presentation set out in section 3.4. Any Proponent which is not invited to the Oral Presentation will not have its pricing evaluated and will receive of a score of N/A.</p> <p>Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price under this RFP by that Proponent's price.</p> <p>For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points ($120/120 = 100\%$). A Proponent who bids \$150.00 will receive 80% of the possible points ($120/150 = 80\%$) and a Proponent who bids \$240.00 will receive 50% of the possible points ($120/240 = 50\%$).</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$ $\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$
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3.4. Oral Presentation (20 points)

Only up to the four (4) highest ranked Proposals from Stage II will be invited to participate in the oral presentation stage.

The purpose of the oral presentation will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team. In advance of the oral presentation, each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation stage. The oral presentation will be used to validate and, if required, to make final adjustments to the evaluation results of the written Proposal. In addition, the oral presentation will be evaluated on the basis of the following framework:

Oral Presentation and/or Site Visit	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal
4	Demonstrated credibility in Proponent's ability to effectively perform the activities contemplated by the Scope of Work in a way that meets or exceeds the needs of the Company within the required delivery time and at no additional cost.

3.5. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

3.6. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.7. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. The Company expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)) and Section 3.3.14 (*Acceptance of Form of Agreement*).

For certainty, the Company makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate a Company to execute the Agreement.

Schedule 1 Scope of Work

Context and Background

In 2021, Public Services and Procurement Canada (“PSPC”) and the Company signed a Memorandum of Agreement to work together to redevelop the Tunney’s Pasture property. The redevelopment will be supported by the Tunney’s Pasture Master Plan (“TPMP”) prepared by PSPC and approved by the National Capital Commission (“NCC”) in 2014. The TPMP has also been endorsed by the City of Ottawa and integrated into the City’s Scott Street Secondary Plan, approved under the City of Ottawa’s Official Plan in 2015. CLC will be the lead for municipal infrastructure and servicing which will include developing a roadway and infrastructure upgrade plan that will put in place the municipal rights-of-way and municipal infrastructure. CLC will develop and construct a stormwater management plan for the whole redevelopment site.

As part of its Office Long Term Plan, PSPC; wishes to transform its federal employment nodes in the National Capital Area (“NCA”) into transit-oriented, mixed-use communities that are better integrated with surrounding neighbourhoods. With PSPC’s core mandate being to provide office accommodation and facilities in support of Government of Canada program requirements, it is partnering with the Company in the transition and development of Tunney’s Pasture into a mixed-use community.

The Tunney’s Pasture Master Plan (“TPMP”), approved in 2014 by the National Capital Commission (“NCC”), was part of a strategic long-term planning exercise to recognize the untapped development potential of the site to meet the federal government’s current and future office accommodation needs and to guide the redevelopment of the Tunney’s Pasture site (“Site”) into a sustainable, transit-oriented, urban mixed-use community over the 25-year planning horizon.

The TPMP was developed based on key objectives which have provided continual guidance in the refinement of the Tunney’s Pasture Implementation Plan (“TPIP”) to transform Tunney’s Pasture from a traditional employment centre to a vibrant, sustainable, transit-oriented, mixed-use community: These objectives include:

Creating a leading-edge employment community;

- Achieving high standards in urban design, planning, and sustainable development;
- Focusing on transit-oriented development and community integration;
- Guiding long-term investment;
- Contributing to the image of the Government of Canada;
- Respecting the legacy of the 1946-1950 General Report on the Plan for the National Capital (the “Gréber Plan”); and
- Implementing a more effective and efficient use of the Site (e.g. improving building arrangement and increasing density and diversity of land uses).

The TPIP, developed in 2018/2019, undertook the necessary secondary planning and due-diligence engineering studies to provide short and long-term development and infrastructure requirements to guide investment and divestiture decisions of the whole-of-Site based on the strategic planning direction of the TPMP.

The TPIP due-diligence work resulted in a more detailed analysis and secondary planning based on the key objectives and guiding principles that refined the TPMP in the following key areas:

- land use mix and density (office, residential, commercial, ESAP);
- built heritage and the Gréber Plan legacy through modernization of the grand boulevard and development of landscape design guidelines;
- high standards in sustainability through the Sustainability Framework with key performance indicators using the One Planet Living Principles to help guide community objectives beyond development and to inform infrastructure design and landscape design guidelines;
- urban design guidelines to achieve high standards and contribute to the federal image; and,
- detailed infrastructure, transportation engineering and industry development financial analysis to ensure more efficient and effective use of land.

The evolution of the planning work, and the resulting TPIP, identified several opportunities to amplify and refine the redevelopment of the Site that reflects contemporary market conditions.

The TPIP more clearly defines:

- the sustainability framework and overall urban design strategy;
- the appropriate land use mix to create a vibrant community;
- additional growth potential by intensification resulting in more affordable housing options;
- economic development within the inner urban area supported by sustainable transportation (walking, cycling and public transportation);
- building upon the Gréber Plan legacy of the grand boulevard of the federal employment node

all reinforced by development financials to guide long-term investment to meet the short and long-term needs of federal accommodation within a mixed-use community compatible with the surrounding neighbourhoods.

A key objective to the planning work was to determine a phasing and divestiture plan that would support industry best practices and would ensure that the community would develop with the appropriate mix of uses and development to support the federal office and vibrancy of the commercial and residential uses.

A critical success factor for the Tunney's Pasture Redevelopment is the re-alignment, upgrade, and divestiture of a complete road and infrastructure network to the City of Ottawa (the "City") ensuring proper municipal servicing and public rights-of-way for the Site. The site servicing master plan shall identify any stormwater management requirements to support redevelopment activities, including low impact development features required and in accordance with the approved sustainability framework and key performance indicator targets for the entire community.

The TPIP identifies parcels of land on the western portion of the site for green and park space that could be dedicated to the City as part of the Company's future parkland dedication requirements under a plan of subdivision. As part of its subdivision application, the Company will be responsible to dedicate parkland to the City in accordance with municipal requirements.

Scope of Work

The successful Proponent will provide services to assist the Company and the Company's retained consultant leading the planning for the Site (the "**Lead Consultant**") to achieve approval(s) through consensus with various stakeholder groups. It is expected that the successful Proponent will coordinate, lead/direct all public presentations, consultations, and discussions with the broader public.

Commencing upon execution of the Agreement and for a maximum of four (4) years following, the successful Proponent will prepare a detailed work plan outlining the outreach program for the two phases of the project: 1) Public Information Phase; and, 2) Municipal Approval/Implementation Phase. The successful Proponent shall work with the Lead Consultant, the Company and PSPC to communicate, record and manage communications associated with the following applications for Municipal Approval, Urban Design Review Panel, Ottawa Built Heritage Advisory Committee and subdivision approval.

The successful Proponent shall have extensive experience in complex community and stakeholder engagement- preferably experience with master-planned developments. The following provides a specific scope of services and responsibilities of the successful Proponent:

1. Community Engagement Strategy and Implementation Plan

- Prepare an engagement strategy and key messages/themes in cooperation with the Company, PSPC and the Lead Consultant. The engagement process must align with the planning process, site servicing sequence, marketing program and the redevelopment of former Federal Office lands. The engagement strategy must include a multi-year, phased schedule of events, a social media outreach program, diversity and inclusivity program, coordination with PSPC's Federal Office Redevelopment Plan and a project charter
- Undertake community and stakeholder canvassing including pop up information kiosks, within the area of influence (e.g. libraries, community facilities, transit stations) to gain a better understanding of community sentiments around the Site including future development (these activities are dependent on public health guidelines in place to manage the COVID-19 pandemic.)
- Work with the Company/PSPC and the Lead Consultant to identify desired outcomes for the Site's process and development
- Identify, recommend, and manage traditional and digital engagement communication and consultation tools, methods, and techniques that could be employed at the Site
- Support the Company, PSPC and the Lead Consultant to identify critical issues that must be resolved before and throughout the consultation process
- Participate in senior level meetings with the Company, PSPC, the NCC and City of Ottawa staff and/or elected officials as required/appropriate
- Identify key stakeholders and strategies for building alliances
- Develop a meetings/events plan and schedule. For each meeting/event, details regarding participants, format, timing, delivery method and desired outcomes should be provided

2. Community Engagement Events

- The successful Proponent shall facilitate (virtual and/or in person) open houses, events and/or community meetings, in English and French, which will include the following work:
 - Develop agendas, presentation materials, discussion guides and handouts
 - Prepare summary reports following each engagement meeting or event, that consolidate all discussions, comments and outcomes into a clear and concise format. Documentation should be complete and in a format that can be published on the Company's Tunney's Pasture website for public viewing
 - Provide input and content about the Site for other related web pages or websites or newsletters
 - Keep a record of registration and maintain a database of meeting attendees for the purpose of meeting follow-up communications and notifications about future meetings
 - Work with the Company/PSPC to coordinate logistical arrangements for meetings and events such as securing venues, advertising and registration
 - Make recommendations to the Company/PSPC regarding other methods of consultation, if and as appropriate, such as digital engagement, social media, newsletters and surveys
 - Develop, implement and manage a pro-active digital engagement and media strategy (e.g. websites, social media, publications, newspapers)
 - Attend and facilitate any City of Ottawa meetings, including required community consultation meeting and the statutory meeting as per the Planning Act requirements.

The Company maintains a policy to provide accessible, bilingual services and communications for all Company projects in the National Capital Region. All public consultation events, presentations, materials, and communications for the Project will be provided in both of Canada's official languages.

Proponents should assume a minimum of twenty (20) two-hour meetings per year with the Company, PSPC, City of Ottawa staff, the NCC and/or stakeholders and twenty (20) open houses, events and/or community meetings (4-hour meetings including meeting preparation, meeting minutes and meeting materials). Identified meeting requirements should be considered as minimums, which the Proponent may consider increasing according to its proposed methodology and work program.

Two (2) hours should be assumed for each City of Ottawa, NCC and/or stakeholder meeting and four (4) hours should be assumed for the open houses, events and/or community meetings.

To provide context of the Project, the Proponents should review the following documents which shall be available in the data room and which will be made available to the Proponent's upon returning a signed Non-Disclosure Agreement in the form attached to this RFP:

- Tunney's Plan Master Plan (2014)
- Scott Street Secondary Plan
- City of Ottawa Official Plan

- City of Ottawa Urban Design Guidelines
- City of Ottawa Park Guidelines
- The Sustainability Charter (PSPC)
- Urban Design Guidelines (PSPC)
- Landscape Design Guidelines (PSPC)
- Zoning Bylaw 2018-250. Mixed Use Zone – MC (1.75)

**Schedule 2
Proposal Checklist Schedule**

This checklist is provided for convenient reference, and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal include completed versions of the forms set out at Section 3.3 (<i>Proposal Contents – Mandatory Requirements and Rated Information</i>)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Have you completed the Mandatory Requirements Checklist Schedule, and included it as part of your Proposal?

Schedule 3
Mandatory Requirements Checklist Schedule

The Proponent should indicate the page number in its Proposal where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Proposal shall be disqualified.

	Mandatory Requirements	Page #
M1	3.3.1 Mandatory Requirements Checklist (i.e., this checklist)	
M2	3.3.2 Declaration and Certification	
M3	3.3.3 Unfair Advantage and Conflict of Interest Statement Schedule	
M4	3.3.4 References	
M5	3.3.5 Proponent Consortium Information	
M6	3.3.6 Certificate of Compliance or declaration in the Proposal that a Certificate of compliance has already been submitted and no change of ownership	
M7	Government of Canada Security Clearance	

Schedule 4
Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 5
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name: _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Corporate head office location	
Brief overview of the company background	
Organizational chart, if applicable	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	
Legal Actions (3.3.9)	

Schedule 6 Pricing Schedule

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate “N/A” in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

Proponent Name _____

Part A - Pricing

The Proponent as part of completing the price table below is to complete a comprehensive review of the tasks and deliverables outlined in Schedule 1 - Scope of Work and provide a lump sum price for each stage of the work outlined.

The Proponent should assume all meetings to be two (2) hours each over the duration of the stages of the project outlined below unless otherwise indicated.

COMPONENT	PRICE
Community Engagement Strategy and Implementation Plan	
Ten (10) Public Meetings – Virtual (4-hour meetings including meeting preparation, meeting minutes and meeting materials)	
Ten (10) Community Engagement Events (4-hour meetings including meeting preparation, meeting minutes and meeting materials)	
Twenty (20) Stakeholder Meetings (2-hour meetings including meeting preparation, meeting minutes and meeting materials)	
Meeting reports for Public Circulation	
Hourly Rates – By Team Member as identified by Role and Responsibility	
Disbursements	
Lump Sum Fee for each additional meeting:	
<ul style="list-style-type: none"> - Public Meeting - Virtual - Community Engagement Event - Stakeholder Meeting (with the Company, PSPC, the City of 	

Ottawa, NCC or other stakeholder etc.)	
HST (13%)	
Total	

Proponents shall include pricing that includes all presentation materials, public and internal documents, and other information shall be produced by the Proponent in English and French.

Disbursements shall not include any meals, travel or telephone charges, shall be commercially reasonable, and shall be subject to the written pre-approval of the Company.

The Proponent is to provide a breakdown of unit rates, hourly fees for staff and equipment in support of the lump sum fees outlined within the Pricing Schedule .

The Proponent is to provide a Lump Sum fee for each additional meeting.

The successful Proponent will be required to submit regular progress reports to the Company on the status of the Project.

Monthly Progress reports shall confirm the level of effort and hours to date in relationship to the project budget.

Invoices will be based on the above itemized with details of percentage complete and totals of the contract.

Disbursements shall be paid as incurred with documented proof to a fixed upset limit.

The Company does not guarantee a minimum number of hours of work for any of the identified roles.

**Schedule 7
Declaration and Certification Schedule**

RE: Proposal dated / / , in response to RFP No. 602299-01

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting it Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement

Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for 180 following the Proposal RFP Submission Deadline.

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 8
References Schedule**

Proponent Name:

Subconsultant Name (if applicable):

The Proponent is to identify a minimum of three (3) references with respect to its ability to perform the activities contemplated by the Scope of Work and using the table below. The Proponent shall also provide a completed References Schedule with a minimum of two (2) references for each proposed subconsultant. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and completed within the last five (5) years. Each reference should be reachable by the Company using commercially reasonable means.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 9
Receipt Confirmation Schedule**

[If deleting this requirement, also delete this schedule]

To: **Canada Lands Company CLC Limited**
Email: clavigne@clc.ca
Re: RFP No. 602299-01

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator. Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

(Please check your answer)

I / We DO DO NOT Intend to submit a Proposal to this RFP.

Representative's contact information:

Name

Representative's Signature

Address

Name – Please Print

City, Province, Postal Code

Title

Phone

Date

Email

Schedule 10
Form of Agreement Schedule

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this _____ day of _____, 202__

BETWEEN

CANADA LANDS COMPANY CLC LIMITED
(the "Company")

- and -

●
(the "Consultant")

WHEREAS:

- A. The Company is engaged in master planning project of Tunney's Pasture in Ottawa (the "Site") (the "Project"); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this agreement executed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) "**Compensation**" means the Fees and the Expenses.
- (c) "**Confidential Information**" has the meaning set out in Section 5.1.
- (d) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) "**Diversity and Inclusion**" means fostering an environment that respects dignity and individual ideas and beliefs of those with visible and invisible differences (such as gender identity, race or disabilities which lead to differences in experience, values, attitudes, and ways of thinking, behaving, communicating and working), and removes barriers for those with physical, mental, intellectual, learning, communication or sensory impairments and/or functional limitations, and thereby ensures equity. This may include offering support and education regarding diversity and inclusion in the workplace, having specific policies in place to prevent discrimination for all actions regarding recruitment, compensation, promotion, benefits, jobs assignments, transfers, layoffs, return from lay-offs, company sponsored programs or events, and job creation.

- (f) **"Effective Date"** means the date of this Agreement.
- (g) **"Expenses"** means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "B" attached hereto.
- (h) **"Fees"** means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule "B" and does not include Expenses.
- (i) **"Indemnified Party"** has the meaning set out in Section 7.1.
- (j) **"Indemnifying Party"** has the meaning set out in Section 7.1.
- (k) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (l) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (m) **"Taxes"** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (n) **"Term"** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its Project related manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant's personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company's request.

- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.
- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7 The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Consultant's performance of such additional Services will generally correspond to the fees described in Schedule "B".

3.0 FEES AND EXPENSES

- 3.1 Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any HST required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2 The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 15 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3 Invoiced amounts due will be paid by the Company within 30 days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4 The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5 The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the

Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

4.0 TERM AND TERMINATION

- 4.1** Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to termination, end four (4) years after the Effective Date.
- 4.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for an additional period of one (1) year for the completion of the Services. The Company may exercise its option for the additional period by providing a written notice to the Consultant at least 30 days prior to the end of the Term. The Parties further agree that the additional period shall form part of the Term.
- 4.3** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4** On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a)** the Consultant is in default of any of its obligations under this Agreement and such default continues after 10 business days' written notice stating the particulars of the default;
 - (b)** there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c)** the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,
- and in such event the provisions of Section 4.4 shall not apply.
- 4.6** Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated ● (the "**Compliance Certificate**"). If the Company, acting reasonably, determines that:
- (a)** the Consultant provided a false or misleading Compliance Certificate, or
 - (b)** the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

- 4.7 The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement. The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant

is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiry or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 Each party ("**Indemnifying Party**") shall be liable for, and shall indemnify the other party, including its board members, officers, employees and agents (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered

or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:

- (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,
- (b) any misrepresentation contained within this Agreement; or
- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

The Consultant agrees that failure to perform any of the Services to the standards set out in Section 8.1 shall give to a claim for damages for which the Company may seek compensation, including set off as set out in Section 3.4 against any amounts owed to the Consultant

9.0 INDEPENDENT CONTRACTOR

- 9.1** The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

- 10.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:
- (a)** the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
 - (b)** if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Ottawa, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.
- 10.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- 10.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.
- 10.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given as follows: (i) by personal delivery or prepaid registered mail; or (ii) by fax or email transmission addressed to the party to receive such notice at the address specified below:

TO: Canada Lands Company CLC Limited

100 Queen Street, Suite 1050
Ottawa, Ontario K1P1J9

Attention: Mary Jarvis
Email: mjarvis@clc.ca

with a copy to:

Canada Lands Company CLC Limited

1 University Avenue, Suite 1700
Toronto, Ontario M5J 2P1

Attention: Chief Legal Officer
Email: legalnotice@clc.ca

TO: ●
●

Fax No.: _____
Attention: _____
Email: _____

11.2 Any demand, notice, approval, consent or other communication that is delivered personally shall be deemed to be received, when left during normal business hours at the address specified above. Any demand, notice, approval, consent or other communication that is delivered by prepaid register mail shall be deemed to be received five (5) business days after mailing, and any demand, notice, approval, consent or other communication sent by fax or email transmission shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for two (2) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

12.2 The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons

employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

13.0 GENERAL

13.1 The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

13.2 The following principles of interpretation will apply to this Agreement:

- (a)** Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b)** The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Ontario;
- (c)** If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d)** No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e)** This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f)** The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. the Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;

- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B" and "C" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (p) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

CANADA LANDS COMPANY CLC LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

●

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

Schedule "A"

Services

Context and Background

In 2021, Public Services and Procurement Canada (“PSPC”) and the Company signed a Memorandum of Agreement to work together to redevelop the Tunney’s Pasture property. The redevelopment will be supported by the Tunney’s Pasture Master Plan (“TPMP”) prepared by PSPC and approved by the National Capital Commission (“NCC”) in 2014. The TPMP has also been endorsed by the City of Ottawa and integrated into the City’s Scott Street Secondary Plan, approved under the City of Ottawa’s Official Plan in 2015. CLC will be the lead for municipal infrastructure and servicing which will include developing a roadway and infrastructure upgrade plan that will put in place the municipal rights-of-way and municipal infrastructure. CLC will develop and construct a stormwater management plan for the whole redevelopment site.

As part of its Office Long Term Plan, PSPC; wishes to transform its federal employment nodes in the National Capital Area (“NCA”) into transit-oriented, mixed-use communities that are better integrated with surrounding neighbourhoods. With PSPC’s core mandate being to provide office accommodation and facilities in support of Government of Canada program requirements, it is partnering with the Company in the transition and development of Tunney’s Pasture into a mixed-use community.

The Tunney’s Pasture Master Plan (“TPMP”), approved in 2014 by the National Capital Commission (“NCC”), was part of a strategic long-term planning exercise to recognize the untapped development potential of the site to meet the federal government’s current and future office accommodation needs and to guide the redevelopment of the Tunney’s Pasture site (“Site”) into a sustainable, transit-oriented, urban mixed-use community over the 25-year planning horizon.

The TPMP was developed based on key objectives which have provided continual guidance in the refinement of the Tunney’s Pasture Implementation Plan (“TPIP”) to transform Tunney’s Pasture from a traditional employment centre to a vibrant, sustainable, transit-oriented, mixed-use community: These objectives include:

Creating a leading-edge employment community;

- Achieving high standards in urban design, planning, and sustainable development;
- Focusing on transit-oriented development and community integration;
- Guiding long-term investment;
- Contributing to the image of the Government of Canada;
- Respecting the legacy of the 1946-1950 General Report on the Plan for the National Capital (the “Gréber Plan”); and
- Implementing a more effective and efficient use of the Site (e.g. improving building arrangement and increasing density and diversity of land uses).

The TPIP, developed in 2018/2019, undertook the necessary secondary planning and due-diligence engineering studies to provide short and long-term development and infrastructure requirements to guide investment and divestiture decisions of the whole-of-Site based on the strategic planning direction of the TPMP.

The TPIP due-diligence work resulted in a more detailed analysis and secondary planning based on the key objectives and guiding principles that refined the TPMP in the following key areas:

- land use mix and density (office, residential, commercial, ESAP);
- built heritage and the Gréber Plan legacy through modernization of the grand boulevard and development of landscape design guidelines;

- high standards in sustainability through the Sustainability Framework with key performance indicators using the One Planet Living Principles to help guide community objectives beyond development and to inform infrastructure design and landscape design guidelines;
- urban design guidelines to achieve high standards and contribute to the federal image; and,
- detailed infrastructure, transportation engineering and industry development financial analysis to ensure more efficient and effective use of land.

The evolution of the planning work, and the resulting TPIP, identified several opportunities to amplify and refine the redevelopment of the Site that reflects contemporary market conditions.

The TPIP more clearly defines:

- the sustainability framework and overall urban design strategy;
- the appropriate land use mix to create a vibrant community;
- additional growth potential by intensification resulting in more affordable housing options;
- economic development within the inner urban area supported by sustainable transportation (walking, cycling and public transportation);
- building upon the Gréber Plan legacy of the grand boulevard of the federal employment node

all reinforced by development financials to guide long-term investment to meet the short and long-term needs of federal accommodation within a mixed-use community compatible with the surrounding neighbourhoods.

A key objective to the planning work was to determine a phasing and divestiture plan that would support industry best practices and would ensure that the community would develop with the appropriate mix of uses and development to support the federal office and vibrancy of the commercial and residential uses.

A critical success factor for the Tunney's Pasture Redevelopment is the re-alignment, upgrade, and divestiture of a complete road and infrastructure network to the City of Ottawa (the "City") ensuring proper municipal servicing and public rights-of-way for the Site. The site servicing master plan shall identify any stormwater management requirements to support redevelopment activities, including low impact development features required and in accordance with the approved sustainability framework and key performance indicator targets for the entire community.

The TPIP identifies parcels of land on the western portion of the site for green and park space that could be dedicated to the City as part of the Company's future parkland dedication requirements under a plan of subdivision. As part of its subdivision application, the Company will be responsible to dedicate parkland to the City in accordance with municipal requirements.

1. Scope of Work

The Consultant will provide services to assist the Company and the Company's retained consultant leading the planning for the Site (the "Lead Consultant") to achieve approval(s) through consensus with various stakeholder groups. It is expected that the Consultant will coordinate, lead/direct all public presentations, consultations, and discussions with the broader public.

Commencing upon execution of the Agreement and for a maximum of four (4) years following, the Consultant will prepare a detailed work plan outlining the outreach program for the two phases of the project: 1) Public Information Phase; and 2) Municipal Approval/Implementation Phase. The Consultant shall work with the Lead Consultant, the Company and PSPC to communicate, record and manage communications associated with the following applications for Municipal Approval, Urban Design Review Panel, Ottawa Built Heritage Advisory Committee and subdivision approval.

The Consultant shall have extensive experience in complex community and stakeholder engagement- preferably experience with master-planned developments. The following provides a specific scope of services and responsibilities of the Consultant:

1. Community Engagement Strategy and Implementation Plan

- Prepare an engagement strategy and key messages/themes in cooperation with the Company, PSPC and the Lead Consultant. The engagement process must align with the planning process, site servicing sequence, marketing program and the redevelopment of former Federal Office lands. The engagement strategy must include a multi-year, phased schedule of events, a social media outreach program, diversity and inclusivity program, coordination with PSPC's Federal Office Redevelopment Plan and a project charter
- Undertake community and stakeholder canvassing including pop up information kiosks, within the area of influence (e.g. libraries, community facilities, transit stations) to gain a better understanding of community sentiments around the Site including future development (these activities are dependent on public health guidelines in place to manage the COVID-19 pandemic.)
- Work with the Company/PSPC and the Lead Consultant to identify desired outcomes for the Site's process and development
- Identify, recommend, and manage traditional and digital engagement communication and consultation tools, methods, and techniques that could be employed at the Site
- Support the Company, PSPC and the Lead Consultant to identify critical issues that must be resolved before and throughout the consultation process
- Participate in senior level meetings with the Company, PSPC, the NCC and City of Ottawa staff and/or elected officials as required/appropriate
- Identify key stakeholders and strategies for building alliances
- Develop a meetings/events plan and schedule. For each meeting/event, details regarding participants, format, timing, delivery method and desired outcomes should be provided

2. Community Engagement Events

- The Consultant shall facilitate (virtual and/or in person) open houses, events and/or community meetings, in English and French, which will include the following work:
 - Develop agendas, presentation materials, discussion guides and handouts
 - Prepare summary reports following each engagement meeting or event, that consolidate all discussions, comments and outcomes into a clear and concise format. Documentation should be complete and in a format that can be published on the Company's Tunney's Pasture website for public viewing
 - Provide input and content about the Site for other related web pages or websites or newsletters
 - Keep a record of registration and maintain a database of meeting attendees for the purpose of meeting follow-up communications and notifications about future meetings
 - Work with the Company/PSPC to coordinate logistical arrangements for meetings and events such as securing venues, advertising and registration
 - Make recommendations to the Company/PSPC regarding other methods of consultation, if and as appropriate, such as digital engagement, social media, newsletters and surveys
 - Develop, implement and manage a pro-active digital engagement and media strategy (e.g. websites, social media, publications, newspapers)
 - Attend and facilitate any City of Ottawa meetings, including required community consultation meeting and the statutory meeting as per the Planning Act requirements.

The Company maintains a policy to provide accessible, bilingual services and communications for all Company projects in the National Capital Region. All public consultation events, presentations, materials, and communications for the Project will be provided in both of Canada's official languages.

The Consultant should assume a minimum of twenty (20) two-hour meetings per year with the Company, PSPC, City of Ottawa staff, the NCC and/or stakeholders and twenty (20) open houses, events and/or community meetings (4-hour meetings including meeting preparation, meeting minutes and meeting materials).

Two (2) hours should be assumed for each City of Ottawa, NCC and/or stakeholder meeting and four (4) hours should be assumed for the open houses, events and/or community meetings.

To provide context of the Project, the Consultant has reviewed the following documents:

- Tunney's Plan Master Plan (2014)
- Scott Street Secondary Plan
- City of Ottawa Official Plan
- City of Ottawa Urban Design Guidelines
- City of Ottawa Park Guidelines
- The Sustainability Charter (PSPC)
- Urban Design Guidelines (PSPC)
- Landscape Design Guidelines (PSPC)
- Zoning Bylaw 2018-250. Mixed Use Zone – MC (1.75)

Schedule "B"

FEES AND EXPENSES

COMPONENT	PRICE
Community Engagement Strategy and Implementation Plan	
Ten (10) Public Meetings – Virtual (4-hour meetings including meeting preparation, meeting minutes and meeting materials)	
Ten (10) Community Engagement Events (4-hour meetings including meeting preparation, meeting minutes and meeting materials)	
Twenty (20) Stakeholder Meetings (2-hour meetings including meeting preparation, meeting minutes and meeting materials)	
Meeting reports for Public Circulation	
Hourly Rates – By Team Member as identified by Role and Responsibility	
Disbursements	
<u>Lump Sum Fee for each additional meeting:</u>	
- Public Meeting - Virtual	
- Community Engagement Event	
- Stakeholder Meeting (with the Company, PSPC, the City of Ottawa, NCC or other stakeholder etc.)	
HST (13%)	
Total	

The Consultant shall include pricing that includes all presentation materials, public and internal documents, and other information shall be produced by the Consultant in English and French.

Disbursements shall not include any meals, travel or telephone charges, shall be commercially reasonable, and shall be subject to the written pre-approval of the Company.

The Consultant is to provide a breakdown of unit rates, hourly fees for staff and equipment in support of the lump sum fees outlined within the Pricing Schedule.

The Consultant is to provide a Lump Sum fee for each additional meeting.

The Consultant will be required to submit regular progress reports to the Company on the status of the Project.

Monthly Progress reports shall confirm the level of effort and hours to date in relationship to the project budget.

Invoices will be based on the above itemized with details of percentage complete and totals of the contract.

Disbursements shall be paid as incurred with documented proof to a fixed upset limit.

The Company does not guarantee a minimum number of hours of work for any of the identified roles.

Schedule "C" INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of **Ontario** or other Canadian jurisdictions to do business in the Province of **Ontario** and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
 - (c) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$10,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) broad form property damage including completed operations;

- (iii) broad form property damage;
- (iv) cross liability and severability of interest clause;
- (v) additional insured endorsement;
- (vi) non-owned automobile liability; and

- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(b), must name the Company as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:
- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of **Ontario** in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

Schedule 11 Certificate of Compliance

On behalf of _____ *[insert name of Business Entity]* ("Business Entity"), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the "Acts"), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners² of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Canada Lands Company CLC Limited ("**CLC**") is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise CLC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity's relationship with CLC and possible disqualification from future business opportunities with CLC.

 Name:
 Title:
 Date:

I have authority to bind the Company.

² "Owner" means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation's shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

SCHEDULE 12
Non-Disclosure Agreement

(subcontractor)

WHEREAS CANADA LANDS COMPANY CLC LIMITED (the “**Discloser**”) has released to the public a Request for Proposals process regarding Tunney’s Pasture in the City of Ottawa and that • (the “**Proponent**”) wants to obtain the help of the subcontractor _____ (the “**Recipient**”) in order to respond to the Request for Proposals (the “**Purpose**”);

AND WHEREAS the Discloser may provide certain information of a confidential nature to the Recipient, or the Recipient may come in contact with certain information of a confidential nature while engaged in the Purpose;

NOW THEREFORE in consideration of being invited by the Proponent to help him to achieve the Purpose, and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Confidential Information**” means all information relating to the Discloser and its Affiliates (as such term is defined in the Canada Business Corporations Act) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder; or (iv) is produced in compliance with applicable law or a court order (or similar legal process), provided the Recipient complies with the provisions of Section 8 hereof; and

“**Representatives**” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.

2. The Discloser will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof; and (ii) be responsible for any and all breaches of the

terms of this Agreement by its Representatives. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any misappropriation or misuse by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.

10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or any of its representatives of any term or provision of this Agreement and that the Discloser shall also be entitled to seek an injunction from a court of competent jurisdiction for specific performance of the terms of this Agreement, in addition to any other remedy available pursuant to this Agreement or at law.
11. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
12. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S.C, 1985, c. A-1) and the *Privacy Act* (R.S.C, 1985, c. P-21) and that information provided to the Discloser in connection with this Agreement may be subject to the provisions of these acts.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Quebec for all matters relating to this Agreement.
14. This Agreement shall enure to the benefit of the Discloser and its successors and assigns and shall be binding upon the Recipient and its successors and assigns.
15. This Agreement may be executed either in original, electronic pdf or telecopied form.

[REMAINDER OF THE PAGE LEFT INTENTIONNALLY BLANK – SIGNATURE ON THE FOLLOWING PAGE]

Schedule 13
Government of Canada Security Requirements Schedule

The Consultant must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD).

The Consultant personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PSPC. Valid security clearance must be obtained prior to the kick-off meeting after contract award.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD.

The Consultant must also comply with the provisions of the:

1. Security Requirements Check List and applicable guide.
2. Industrial Security Manual (latest edition).