



Canada Lands Company  
Société immobilière du Canada

RFP No.  
CNT-2022P01

Issue Date:  
July 7, 2022

Submission Deadline:  
August 18, 2022



# Request for Proposals

Kitchen Cleaning Services for the CN Tower

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REQUEST FOR PROPOSALS  
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# 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 cleaning of kitchens located on the Service Level, Le Café Production Kitchen, Main Observation Level (Level 3) and the Restaurant Level (Level 4) at the CN Tower (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.

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 October 1, 2022.

The term of the Agreement is 4 (four) years.

## 1.4. RFP Tentative Timetable

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

Event	Date
RFP Issue Date	July 7, 2022
Submission Deadline for Receipt Confirmation Schedule	July 13th, 2022 14:00 ET

Introductory Meeting / Site Visit	July 14 <sup>th</sup> , 2022 8:00 ET
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	August 8 <sup>th</sup> , 2022
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	August 10 <sup>th</sup> , 2022
RFP Submission Deadline	August 18 <sup>th</sup> , 2022 14:00 ET
Anticipated Agreement Start Date	October 1 <sup>st</sup> , 2022

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 RFP Coordinator

#### **1.4.1. Restricted Communications**

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

Name: Jason Weeks  
Title: Manager, Procurement and Inventory Control  
Address: 290 Bremner Blvd., Toronto, Ontario M5V 3L9  
Email address: [rfp2022p01@cntower.ca](mailto:rfp2022p01@cntower.ca)

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

#### **1.4.2. 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.

**“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.

**“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 1.1.4 Restricted Communications.

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

“**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
“Job Creation Schedule”	Schedule 12
“Diversity and Inclusion Schedule”	Schedule 13
“Greening and Sustainability Schedule”	Schedule 14

## 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 10 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.ga.ca, at least 7 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 must complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein, by the date and time mentioned in Section 1.4 (RFP Tentative Timetable).

## **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 # CNT-2022P01 and address to:

**rfp@2022p01@cntower.ca**  
Attention: Jason Weeks

Proposals received after the RFP Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery of the Proposal chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address and location 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 120 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 15 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 executing 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, proceed per (b) below (regardless of whether the extended period to execute the Agreement has elapsed);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; 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	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Information <sup>1</sup>	70	50
III	Pricing	30	N/A
IV	Reference Verification	(Pass/Fail)	Pass
	Total	100	N/A

Proposals that reach or exceed the minimum score for a given stage or rated information will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).

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

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

- a. 1 email with the subject header "RFP Response Submission" containing:
  - i. 1 PDF file or folder or PDF files of the Proposal, excluding the Pricing Schedule; and

- b. 1 separate email with the subject header “RFP- Response- Pricing” containing:
  - i. 1 PDF file or folder of PDF files of the Pricing Schedule.

### **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 3.4.7 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. Introductory Meeting/Site Visit (Optional)**

An Introductory Meeting and Site Visit will be held at 290 Bremner Boulevard, Toronto, Ontario, M5V 3L9 on July 14<sup>th</sup>, 2022 at 8:00AM ET. Proponents should reserve approximately two (2) hours for this Introductory Meeting/Site Visit.

The Introductory Meeting and/or Site Visit is optional. If a Proponent does not attend the Introductory Meeting and/or Site Visit, alternate site visits will not be scheduled. All Introductory Meetings and/or Site Visits shall be conducted in accordance with public health guidelines and best practices related to Covid-19.

### **3.4. 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><b>3.4.1. Mandatory Requirements Checklist</b></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><b>3.4.2. Declaration and Certification</b></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><b>3.4.3. Unfair Advantage and Conflict of Interest Statement Schedule</b></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><b>3.4.4. References</b></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><b>3.4.5. Proponent Consortium Information</b></p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> <li>a. one member of the consortium shall be the Proponent; and</li> <li>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</li> </ul>	<p><i>Pass or Disqualification</i></p>

<p>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> <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating "Not Applicable".</p>	
<p><b>3.4.6. Certificate of Compliance</b></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>

RATED INFORMATION	Scoring	Evaluation
<b>Part A Corporate Overview</b>		<i>Available Points: N/A</i>
<p><b>3.4.7. Corporate Overview</b></p> <p>Every proponent should complete the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>The Proponent must submit its Corporate Overview by completing the schedule</p>
<p><b>3.4.8. Legal Actions</b></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>Pass/Fail</p>	<p>The proponent must disclose any material legal proceedings to which the Proponent is a party which may impact the Proponent's capacity to undertake and complete the work set out in this RFP. If no such legal proceedings exist, the Proponent must identify that fact in the proposal.</p>

**Part B Scope of Work Capabilities and Related Matters**

*Available Points: 70*

<p><b>3.4.9. Cleaning Requirements</b></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>10</p>	<p>Proponents that demonstrate a complete understanding of the scope of work and the ability to complete all cleaning tasks, providing specific details of their approach will be awarded the maximum points.</p>
<p><b>3.4.10. Cleaning Standards</b></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>10</p>	<p>Maximum points may be achieved by describing all cleaning standards to be followed during the course of services, along with a sample cleaning report.</p>
<p><b>3.4.11. Equipment , Chemicals and PPE</b></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 detail all equipment, chemicals and PPE to be utilized to meet the scope of work. MSDS sheets for all chemicals must be provided.</p>	<p>10</p>	<p>Maximum points may be achieved by describing all cleaning standards to be followed during the course of services, along with a sample cleaning report.</p>
<p><b>3.4.12. Proposed Work and Timeframe</b></p> <p>The Proponent should provide a detailed hourly, daily and weekly 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 number of personnel scheduled per shift and allocated to tasks should be included.</p>	<p>10</p>	<p>Maximum points may be achieved by providing proof of training for all employees who are involved in completing work, as well as any other pertinent training or certifications in relation to the Scope of Work.</p>
<p><b>3.4.13. WHMIS Training</b></p>	<p>5</p>	<p>Maximum points may be achieved by providing proof of training for all employees who are involved in</p>

<p>The Proponent should describe the Workplace Hazardous Materials Information System training that its personnel may have received in accordance with Applicable Laws</p>		<p>completing work, as well as any other pertinent training or certifications in relation to the Scope of Work.</p>
<p><b>3.4.14. Personnel</b></p> <p>The Proponent should submit information 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>5</p>	<p>Proponents will be evaluated on their Proposals, with full points being awarded to Proponents that eliminate risk to seamless transition of operation from incumbent Concessionaire. Fewer points will be awarded if the risk are reduced but not eliminated.</p>
<p><b>3.4.15. Diversity &amp; Inclusion</b></p>	<p>5</p>	<p>Proponents who complete the Diversity and Inclusion Schedule will receive the maximum number of points.</p> <p>Proponents that choose not to complete, or submit a partially completed, Diversity and Inclusion Schedule, will receive 0 points.</p>
<p><b>3.4.16. Greening</b></p>	<p>5</p>	<p>Proponents who complete the Greening and Sustainability Schedule will receive the maximum number of points.</p> <p>Proponents that choose not to complete, or submit a partially completed, Greening and Sustainability Schedule, will receive 0 points.</p>
<p><b>Part C Form of Agreement</b></p>		<p><i>Available Points: 10</i></p>
<p><b>3.4.17. Acceptance of the Form of Agreement</b></p>	<p>10</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will receive the maximum number of</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>		<p>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>
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<b>Part D Pricing</b>	<b><i>Available Points: 30</i></b>
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<p><b>3.4.18. Pricing</b></p> <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>30</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. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points (<math>120/120 = 100\%</math>). A Proponent who bids \$150.00 will receive 80% of the possible points (<math>120/150 = 80\%</math>) and a Proponent who bids \$240.00 will receive 50% of the possible points (<math>120/240 = 50\%</math>).</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$
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		$\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$
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### 3.5. 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 3.4.17 (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

Kitchen cleaning responsibilities and schedule for all kitchens at the CN tower, including:

- **Service Level** - Main production kitchen and pastry kitchen,
- **Le Café** - Production kitchen, line kitchen including the hallway and potwash area
- **Level 3** - Vue bistro production kitchen, and Vue bistro hub kitchen
- **Level 4** - 360 restaurant kitchen including pot wash and machine wash areas

The Proponent shall provide services to fulfill the following requirements:

### Section A – Cleaning Requirements

#### Daily Cleaning

Cleaning of all equipment, including, but not limited to, tilt pans, steam kettles, Hobart mixers, meat slicers, grills, ovens, Pasta magic, deep fryers, band saw, steamers, induction cooktops, dough roller, Turbo chef.

On the lines, all worktables, counters, over-counter shelves, and the underneath of said counters, to be cleaned and sanitized. As well as the sneeze guards in Le Café, and the rubber mats in 360, that must be washed, dried, and laid back.

Fridge doors and handles to be cleaned and sanitized. Clean around and underneath all sinks. Clean walls from floor (including baseboards) up to six feet.

Sweeping and mopping of all floors, including underneath equipment that can be rolled out, as well as underneath all ice machines. Mop sinks to be left clean and drains clear of debris.

Removal and disposal of all organic waste, garbage, and recyclables to loading dock dumpster. Wash all garbage bins, dry, and line with clean garbage bags.

#### Alternate Day

Under counter fridges with pull out drawers across all kitchens to be pulled out and cleaned.

All oven shelves to be scrubbed clean.

In 360, Vue, Le Cafe, and base kitchen, all hoods and filters to be cleaned. Empty grease collecting troughs, wash, and place back.

#### Weekly

Cleaning of all kitchen walls six feet to ceiling.

Deep cleaning of under counter shelves and hard to reach areas.

Chocolate room: all worktables, counters, over-counter shelves, and the underneath of said counters, to be cleaned and sanitized as well as sweeping and mopping of all floors, including underneath equipment that can be rolled out.

Ice cream freezers in 360 and Vue kitchens must be washed and dried when defrosted and unplugged.

### **The proponent must provide a weekly cleaning report of all kitchens**

#### **Section B – Cleaning Standards**

Staff should be trained in the safe and proper handling of kitchen equipment, with special attention to protecting electrical wires and controls from water and chemical damage.

All work surfaces to be cleaned and sanitized using the appropriate chemicals. Cleaning standards and procedures including the proper use and dilution of chemicals to be followed. The appropriate PPE must be used during all cleaning duties.

All cleaning equipment must be returned to the designated storage room after use and not stored in the kitchens.

A cleaning schedule must be maintained for staff to adhere to daily.

#### **Section C – Equipment, Chemicals, and PPE**

The Proponent must supply all chemicals, equipment, and PPE to be used in cleaning, with the accompanying MSDS for all chemicals used.

#### **Section D – Timeframe for Completion of Tasks**

All cleaning must be completed between the hours of 11:00pm to 7:00am.

Base kitchen, Le Café, and Vue kitchens will be available to clean at 11:00pm  
360 kitchen will be available to clean at 12am.

If a kitchen will need to be cleaned earlier due to functions, pest treatments, etc., it will be communicated to the supervisor in advance.



**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.

	<b>Mandatory Requirements</b>	<b>Page #</b>
<b>M1</b>	3.4.1 Mandatory Requirements Checklist (i.e., this checklist)	
<b>M2</b>	3.4.2 Declaration and Certification	
<b>M3</b>	3.4.3 Unfair Advantage and Conflict of Interest Statement Schedule	
<b>M4</b>	3.4.4 References	
<b>M5</b>	3.4.5 Proponent Consortium Information	
<b>M6</b>	3.4.6 Certificate of Compliance or declaration in the Proposal that a Certificate of compliance has already been submitted and no change of ownership	

**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.

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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	
Worldwide sales revenue	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	
Legal Actions (3.4.8)	

### 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

<b>Monthly Cost</b> (inclusive of labour, equipment and materials)	\$
<b>Total Annual Cost</b> (inclusive of labour, equipment and materials)	\$



**Schedule 7  
Declaration and Certification Schedule**

**RE: Proposal dated *[insert date]*, in response to CNT-2022P01.**

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:

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

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

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

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**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 **120 days** 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:**

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last [3 years].

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**

To: **[Insert name of Company]**  
Email:  
Re: RFP No. CNT-2022P01

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 the cleaning of kitchens located on the Service Level, Le Café Production Kitchen, Main Observation Level (Level 3) and the Restaurant Level (Level 4) at the CN Tower (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) "**Effective Date**" means the date of this Agreement.
- (f) "**EFT**" has the meaning set out in Section 3.6.
- (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) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (k) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (l) **"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.
- (m) **"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.
- 3.6** The Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer (“EFT”), the terms and conditions for which are attached as Schedule “D” to this Agreement. Upon signature of this Agreement, the Consultant shall return to the Company a separate, signed copy of the EFT Agreement and EFT Form as set out in Schedule “D”.

## 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 when the Services have been properly performed and completed.
- 4.2 The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. the Company may renew this Agreement as required to complete the Project.
- 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.



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.

- 4.7 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 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.
- 5.3 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 Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

5.4 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.

5.5 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 The Consultant shall be liable for, and shall indemnify the Company, including its board members, officers, employees, contractors, representatives, and any others for whom the Company is responsible at law (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 Consultant, its employees, independent contractors, officers, directors and any others for whom the Consultant 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 Toronto, 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 by email transmission addressed to the party to receive such notice at the address specified below:

**TO:** **Canada Lands Company CLC Limited**  
290 Bremner Blvd.  
Toronto (Ontario) M5V 3L9  
Attention:   
Email: 

with a copy to:

**Canada Lands Company CLC Limited**  
1 University Avenue, Suite 1700  
Toronto, Ontario M5J 2P1  
Attention: Chief Legal Officer & Corporate Secretary  
Email: legalnotice@clc.ca

**TO:**   
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**11.2** Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent by email transmission after business hours or on a weekend or holiday 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, the insurance coverage described in Schedule "C" attached hereto.
- 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", "C" and "D" 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 (o) 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**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

The Consultant shall provide services for the following kitchen cleaning responsibilities and schedule for all kitchens at the CN tower, including:

- **Service Level** - Main production kitchen and pastry kitchen,
- **Le Café** - Production kitchen, line kitchen including the hallway and potwash area
- **Level 3** - Vue bistro production kitchen, and Vue bistro hub kitchen
- **Level 4** - 360 restaurant kitchen including pot wash and machine wash areas

(the “**Services**”)

The Services shall fulfill the following requirements:

### Section A – Cleaning Requirements

#### Daily Cleaning

Cleaning of all equipment, including, but not limited to, tilt pans, steam kettles, Hobart mixers, meat slicers, grills, ovens, Pasta magic, deep fryers, band saw, steamers, induction cooktops, dough roller, Turbo chef.

On the lines, all worktables, counters, over-counter shelves, and the underneath of said counters, to be cleaned and sanitized. As well as the sneeze guards in Le Café, and the rubber mats in 360, that must be washed, dried, and laid back.

Fridge doors and handles to be cleaned and sanitized. Clean around and underneath all sinks. Clean walls from floor (including baseboards) up to six feet.

Sweeping and mopping of all floors, including underneath equipment that can be rolled out, as well as underneath all ice machines. Mop sinks to be left clean and drains clear of debris.

Removal and disposal of all organic waste, garbage, and recyclables to loading dock dumpster. Wash all garbage bins, dry, and line with clean garbage bags.

#### Alternate Day

Under counter fridges with pull out drawers across all kitchens to be pulled out and cleaned.

All oven shelves to be scrubbed clean.

In 360, Vue, Le Cafe, and base kitchen, all hoods and filters to be cleaned. Empty grease collecting troughs, wash, and place back.

**Weekly**

Cleaning of all kitchen walls six feet to ceiling.

Deep cleaning of under counter shelves and hard to reach areas.

Chocolate room: all worktables, counters, over-counter shelves, and the underneath of said counters, to be cleaned and sanitized as well as sweeping and mopping of all floors, including underneath equipment that can be rolled out.

Ice cream freezers in 360 and Vue kitchens must be washed and dried when defrosted and unplugged.

**The Consultant must provide a weekly cleaning report of all kitchens****Section B – Cleaning Standards**

Staff should be trained in the safe and proper handling of kitchen equipment, with special attention to protecting electrical wires and controls from water and chemical damage.

All work surfaces to be cleaned and sanitized using the appropriate chemicals. Cleaning standards and procedures including the proper use and dilution of chemicals to be followed. The appropriate PPE must be used during all cleaning duties.

All cleaning equipment must be returned to the designated storage room after use and not stored in the kitchens.

A cleaning schedule must be maintained for staff to adhere to daily.

**Section C – Equipment, Chemicals, and PPE**

The Consultant must supply all chemicals, equipment, and PPE to be used in cleaning, with the accompanying MSDS for all chemicals used.

**Section D – Timeframe for Completion of Tasks**

All cleaning must be completed between the hours of 11:00pm to 7:00am.

Base kitchen, Le Café, and Vue kitchens will be available to clean at 11:00pm  
360 kitchen will be available to clean at 12am.

If a kitchen will need to be cleaned earlier due to functions, pest treatments, etc., it will be communicated to the supervisor in advance.

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**Schedule "B"**

**FEES AND EXPENSES**

**[To be inserted based on Preferred Proponent's Proposal]**

**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) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
  - (b)
  - (c) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$2,000,000, 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) sudden and accidental pollution liability;
    - (iii) broad form property damage including completed operations;
    - (iv) broad form property damage;
    - (v) cross liability and severability of interest clause;
    - (vi) additional insured endorsement;
    - (vii) 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) 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 "D"**  
**EFT TERMS AND CONDITIONS**

**ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS**

THIS EFT AGREEMENT dated • day of • 202 •

BETWEEN:

**CANADA LANDS COMPANY CLC LIMITED** (the "Company")

- and -

**[Insert name of the Consultant]** (the "Consultant")

IN CONSIDERATION of the amounts payable by the Company to the Consultant according to the **[Insert name of the Agreement]** Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**, the Parties have agreed to the following:

These Electronic Funds Transfer Terms and Conditions (the "**EFT Agreement**") shall become effective upon execution by the Consultant of the EFT Agreement and upon receipt by the Company of the completed Electronic Funds Transfer Authorization Form (the "**EFT Form**") and the Consultant's specimen voided cheque or a bank-stamped pre-authorized payment form.

**Definitions** – For the purposes of this Agreement,

- (i) "**Processing Institution Account**" means the Consultant's account at the financial institution;
- (ii) "**Processing Institution**" means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- (iii) "**Payables Payments**" means amounts receivable by the Consultant (fees and reimbursement of expenses) according to the **[Insert name of the Agreement]** Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**.

**Method of Payment** – The Consultant acknowledges that the Company will process all Payables Payments by electronic funds transfer. The Consultant agrees that it will no longer be receiving a paper cheque or a paper explanation of the payment.

In the event that the Company is unable to release one or more payments by way of Electronic Funds Transfer, the Consultant agrees to either a) accept payment by cheque or some other mutually agreeable method of payment; or b) request the Company to extend the payment due date until such time as the Company can make payment by Electronic Funds Transfer.

The Company shall make payment to the Consultant using the banking information provided by the Consultant on the EFT Form. In the event that the information provided has changed, the Consultant shall be responsible to provide the Company with updated information. The Consultant undertakes to inform with sufficient prior written notice to the Company of any changes in the Processing Institution Account information provided in the EFT Form.

**Authorization** – The Consultant hereby authorizes the Company to deposit or draw on the Processing Institution Account, for the following purposes: a) deposit the Payables Payments according to the invoices submitted by the Consultant to the Company; b) debit the Consultant's Processing Institution Account if an erroneous remittance was made. The Processing Institution Account that the Company is authorized to deposit or draw upon has been specified by the Consultant on the EFT Form, and the Consultant's specimen void cheque or a bank-stamped pre-authorized payment form has been attached to the said EFT Form.

The Consultant declares and acknowledges to have contacted its Processing Institution to discuss the implementation of the Electronic Funds Transfer payment with the Company, and confirms that the Processing Institution will be able to accept the payments done through Electronic Funds Transfer on its behalf. The Consultant also declares and acknowledges to pay any and all service charges that its Processing Institution may levy for this service.

**Continuing Authorization** – This authorization is continuing and the Company may rely on this authorization for all financial transactions relating to the Payables Payments, until the Consultant notifies the Company of any changes in writing.

**Revocation & Change** – The Consultant may change or revoke the authorization given to process all Payables Payments via electronic funds transfer at any time upon providing ten (10) business days written notice to the Company, using the EFT Form. Revocation of the authorization does not terminate any contract for goods or services that exists between the Consultant and the Company. The authorization only applies to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.

**Erroneous Remittance** – In the event of an erroneous remittance, the Consultant acknowledges responsibility for ensuring sufficient funds are available in its Processing Institution Account for the Company to recover the amount. The Consultant agrees to notify the Company and return the funds in full within the 48 hours of receipt without dispute of any erroneous payment. After 48 hours, interest at **the rate of \_\_\_** will apply if the amount is not returned in full. If the Consultant does not reimburse the funds, then in addition to any other remedies, the Company can offset those amounts against any other amounts owed to the Consultant. To ensure accounting integrity, the Consultant agrees to not use these funds to offset other liabilities owing to them.

**Liability for uncompleted transfers** – If an uncompleted transfer occurs because the Company used the Consultant's information provided on the EFT Form incorrectly, the Company remains responsible for making a correct payment as soon as reasonably possible after being notified of the uncompleted transfer.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are no longer in the control of the Company, the Company is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are still in the control of the Company, the Company shall not make payment until the updated information is provided by the Consultant.

In no event shall the Company be liable for any special, incidental, exemplary, or consequential damages as a result of the delay, omission, or error in the transmission of an electronic payment, even if the Company has been advised of the possibility of such damages. In addition, neither party shall be liable for the act or omission of any financial institution or other party.



**Prompt Payment** – A payment shall be deemed to have been made in a timely manner as soon as the amount has been debited from the Company’s bank account.

**Notification** – The Consultant hereby waives the right to receive pre-notification of the amount of each pre-authorized debit or deposit authorized by the EFT Form and agrees it does not require advance notice of the amount of the pre-authorized debits or deposits before they are processed.

The Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in this EFT Agreement.

**IN WITNESS WHEREOF** the parties to this EFT Agreement have executed this EFT 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 Company.

**[INSERT CONSULTANT NAME]**

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

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

I/We have the authority to bind the Corporation.

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM**  
**(The "EFT Form")**

**Privacy Notice** – The EFT Form collects a minimum set of personal information regarding the Consultant. The personal information is used for enabling the Company for the Electronic Funds Transfer process. Furnishing the requested bank information is voluntary and the Consultant understands that the decision not to do so will require payment by another method. Information collected on this EFT Form will be kept in accordance with the requirements of the *Privacy Act* (Canada). All fields on the form are required to be completed before submitting it for processing. The voided cheque or the bank-stamped pre-authorized payment (PAP) form will be kept in the file to ensure the accuracy and integrity of the banking information provided on this EFT Form.

**Request type:**    New Setup    Change to existing Instructions    Cancel existing Instructions

**Effective date:**   \_\_\_\_\_ (dd/mm/yyyy)

**Consultant Information**

Full Name

Address

City/Town

Province

Country

GST/HST Number

Remittance E-mail\*

Contact Name

Contact Phone  
Number

\* The remittance e-mail is the e-mail to which the invoice number, invoice amount paid and the date of the payment will be sent to.

**Banking Information**

Institution Number

Account Number

Transit/Branch Number

Bank Name

Bank Address

Chequing    Savings                       Business    Personal

\* Please attach one of the following:

- a) Voided cheque OR
- b) Bank-stamped pre-authorized payment (PAP) form

**Acknowledgement and Consent**

I(We) hereby authorize Canada Lands Company CLC Limited to direct payments electronically to the bank account specified here. I(We) have read and accepted the Electronic Funds Transfer Terms & Conditions provided by Canada Lands Company CLC Limited and I(we) represent that the information contained in this Electronic Funds Transfer Authorization Form is true, correct and complete.

I(We) understand and acknowledge that this authorization agreement is effective as of the effective date above and is to remain in full force and effect until Canada Lands Company CLC Limited has received notification of its termination. I(We) agree to submit an updated Electronic Funds Transfer Authorization Form to Canada Lands Company CLC Limited for the cancellation of this authorization or to make any changes to the information provided within this authorization.

**[INSERT CONSULTANT NAME]**

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

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

I/We have the authority to bind the Corporation.

Please send completed authorization form and signed EFT Agreement with the voided cheque or bank-stamped pre-authorized (PAP) form by email to **[INSERT EMAIL ADDRESS]**.

## 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 Owners<sup>2</sup> 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.

<sup>2</sup> “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  
Job Creation**

Over the course of the opportunity the Proponent's Proposal is likely to create \_\_\_\_\_ jobs.

**[The Proponent should provide a rationale or methodology for how the above number was determined; subcontractors relevant to the Proponent's Proposal (if any) should be included]**

Over the course of the opportunity, the Proponent's Proposal is likely to create the number of jobs for the following category of workers:

Women: \_\_\_\_\_

Persons with disabilities: \_\_\_\_\_

Visible minorities: \_\_\_\_\_

Aboriginal persons: \_\_\_\_\_

Youth: \_\_\_\_\_

**[The Proponent should provide a rationale or methodology for how the above numbers were determined; subcontractors relevant to the Proponent's Proposal (if any) should be included]**

**Schedule 13**  
**Diversity and Inclusion**

Canada Lands Company is committed to creating a culture that values human dignity, inclusion and a diverse workforce while creating opportunities for personal development and self-fulfilment in the attainment of the Company's overall mandate.

In order to facilitate this initiative, the following information must be considered and commented on.

Information To Be Disclosed By Proponent	Proponent Response
Does your business track employee demographic data related to diversity and inclusion?	
Does your business have diversity and inclusion policies or guidelines in place? For example: <i>Accessibility</i> <i>Employee Wellness</i> <i>Mental Health Awareness</i> <i>Workplace Discrimination and Harassment</i> <i>Recruitment Strategies</i> <i>Other: (please specify)</i>	
Is your business owned and/or operated by one or more of the following groups? <i>Racialized communities</i> <i>People with disabilities</i> <i>Indigenous (First Nations, Inuit and Métis)</i> <i>Women</i> <i>2-Spirit, Lesbian, Gay, Bi-Sexual, Trans, and Queer (2S+LGBTQ)</i> <i>Other: (please specify)</i>	
Does your business currently employ individuals from one or more following groups? <i>Racialized communities</i> <i>People with disabilities</i> <i>Indigenous (First Nations, Inuit and Métis)</i> <i>Women</i>	

<p><i>2-Spirit, Lesbian, Gay, Bi-Sexual, Trans, and Queer (2S+LGBTQ)</i> <i>Other: (please specify)</i></p>	
<p>Does your business organize or participate in initiatives aimed at promoting diversity and inclusion in the workplace and/or community? For example: <i>Cultural awareness</i> <i>Volunteering</i> <i>Mentorships, etc.</i></p>	

Schedule 14  
**Greening and Sustainability**

Canada Lands Company is working towards net-zero carbon and climate-resilient operations, while also reducing environmental impacts beyond carbon, including on waste, water and biodiversity. In order to facilitate this initiative, the following information must be considered and commented on.

<b>Information To Be Disclosed By Proponent</b>	<b>Proponent Response</b>
How does this opportunity assist greenhouse gas emission reduction, sustainable plastic usage, and overall benefits to the environment?	
Green House Gas emissions and environmental performance information.	
Plans for reducing the unnecessary use of single-use plastics during the course of the opportunity.	
Plans for ensuring subcontractors are complying with the spirit of this Greening and Sustainability Schedule.	