



Canada Lands Company
Société immobilière du Canada

RFP No.

CNT-2023P05

Issue Date:

October 17, 2023

Submission Deadline:

November 30, 2023

Request for Proposals

Kitchen Cleaning Services for the CN Tower

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REQUEST FOR PROPOSALS
RFP NO: CNT-2023P05

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.

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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 February 1st, 2024.

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	October 17, 2023

Submission Deadline for Receipt Confirmation Schedule	October 23, 2023 16:00 ET
Introductory Meeting / Site Visit	October 26, 2023 09:00 ET
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	November 20, 2023
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	November 23, 2023
RFP Submission Deadline	November 30, 2023 14:00 ET
Oral Presentation	December 13, 2023
Anticipated Agreement Start Date	February 1, 2024

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

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 & Inventory Control
 Address: 290 Bremner Blvd., Toronto, Ontario M5V 3L9
 Phone #: 416-601-4754
 E-mail address: rfp2023p05@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 or equity 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 1.4.1 (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
“Receipt Confirmation Schedule”	Schedule 2
“Proposal Checklist Schedule”	Schedule 3
“Mandatory Requirements Checklist Schedule”	Schedule 4
“Declaration and Certification Schedule”	Schedule 5
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 6
“References Schedule”	Schedule 7
“Proponent Consortium Schedule”	Schedule 8
“Certificate of Compliance Schedule”	Schedule 9
“Corporate Overview Schedule”	Schedule 10
“Pricing Schedule”	Schedule 11
“Diversity and Inclusion Schedule”	Schedule 12
“Greening and Sustainability Schedule”	Schedule 13
“Form of Agreement 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 all genders.

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 by the Questions to be Submitted in Writing Deadline as set out in Section 1.4 (RFP Tentative Timetable).

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 canadabuys.canada.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 issued to all Proponents on canadabuys.canada.ca by the Addenda Deadline as set out in Section 1.4 (RFP Tentative Timetable), 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-2023P05, and addressed to rfp2023p05@cntower.ca.

Proposals received after the RFP Application Deadline shall not be considered and shall be deleted without being read. Each Proponent is responsible for the actual delivery of its Proposal to the email address listed above. Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

2.7.2. Receipt

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

2.8. Withdrawal of Proposal

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

2.9. Amendment of Proposal

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

2.10. Completeness of Proposal

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

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and

- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

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

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 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 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	60	30
III	Oral Presentation	10	5
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 October 23rd, 2023 at 9:00AM 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>3.4.1. Mandatory Requirements Checklist</p> <p>The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.4.2. Declaration and Certification Schedule</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>

<p>3.4.3. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.4.4. References</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.4.5. Proponent Consortium Information</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement. <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating "Not Applicable".</p>	<p><i>Pass or Disqualification</i></p>
<p>3.4.6. Certificate of Compliance Schedule</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
Part A Corporate Overview		<i>Available Points: ●</i>
<p>3.4.7. Corporate Overview</p> <p>The Proponent should complete the Corporate Overview Schedule.</p>	Pass/ Fail	<p>The Proponent must submit its Corporate Overview by completing the schedule</p>
<p>3.4.8. Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	Pass/ Fail	<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		<i>Available Points: ●</i>
<p>3.4.9. Cleaning Requirements</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>	10	<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>3.4.10. Cleaning Standards</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</p>	10	<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>tool. The names of the individuals performing each task should be included.</p>		
<p>3.4.11. Equipment, Chemicals and PPE</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>3.4.12. Proposed Work and Timeframe</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 a daily and weekly work plan clearly indicating the number of personnel scheduled per shifts and 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>3.4.13. WHMIS Training</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>5</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>3.4.14. Personnel</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>3.4.15. Diversity & Inclusion</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>3.4.16. Greening</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>Part C Form of Agreement</p>		<p><i>Available Points: 10</i></p>
<p>3.4.17. Acceptance of the Form of Agreement</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</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 points for this section.</p> <p>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.</p>

<p>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>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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Part D Pricing	Available Points: ●
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<p>3.4.18. Pricing</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>Only the Proponents who reach the Oral Presentation stage will move on to the Pricing Evaluation. Of those 5 Proponents, each will receive a percentage of the total possible points allocated to price based on how their price ranks in comparison to other submissions on a scale of lowest to highest with the Proponent submitting the lowest price receiving 100% of the available points. For each level in the ranking the points will reduce by 20% of the available points. For example, the second lowest price will receive 80% of the available points, the third lowest price will receive 60% of the available points, and so on.</p>
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3.5. Oral Presentation

Only the five (5) highest ranked Proposals, after evaluating the rated information, except for pricing, will be invited to participate in the oral presentation stage. The purpose of the oral presentation will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed team. In advance of the oral presentation, each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation and/or site visit stage. The oral presentation will be used to validate and, if required, to make final adjustment to the evaluation results of the written Proposal. In addition, the oral presentation will be evaluated on the basis of the following framework:

Oral Presentation and/or Site Visit	
1	Demonstration of Proponent commitment to the Company

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

3.6. 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.

3.7. 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.

3.8. 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 3.4.15 (*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:

Base Kitchen:	Main production kitchen and pastry kitchen
Chocolate Room	Chocolate preparation room.
Meeting Rooms	Prep kitchen for event space.
Le Café	Production kitchen, line kitchen including the hallway and potwash area
Vue Bistro Kitchen	Vue Bistro production kitchen, and Vue Bistro hub kitchen
360 Kitchen and Bar	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.

Counter fridge in 360, Vue Bistro, and Le Café must be washed and dry when draws are pulled out and unplugged.

These requirements are summarized in Appendix A.

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, Vue kitchens, Chocolate Room and MLC Kitchen will be available to clean at 11:00pm

360 kitchen, Bar Room Area will be available to clean at 12:00am.

Ground Level Meeting Rooms to be cleaned on request.

If any area needs to be cleaned earlier due to functions, pest treatments, etc., it will be communicated to the supervisor in advance.

Daily Inspections to be completed with Chef De Cuisine during daily morning walkthrough.

**Schedule 2
Receipt Confirmation Schedule**

To: **[Insert name of Company]**
Email: **rfp2023p05@cntower.ca**
Re: RFP No. CNT-2023P05

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:

Insert Legal Name of Proponent

Representative's Signature

Address

Full Name of the Representative - Please Print

City, Province, Postal Code

Title

Phone

Date

Email

**Schedule 3
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 3.4 (Proposal Contents – Mandatory Requirements and Rated Information)?
	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 4
Mandatory Requirements Checklist Schedule

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

	Mandatory Requirements	Page #
M1	3.4.1 Mandatory Requirements Checklist Schedule (i.e., this checklist)	
M2	3.4.2 Declaration and Certification Schedule	
M3	3.4.3 Unfair Advantage and Conflict of Interest Statement Schedule	
M4	3.4.4 References Schedule	
M5	3.4.5 Proponent Consortium Information Schedule	
M6	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 5
Declaration and Certification Schedule**

RE: Proposal dated _____, in response to RFP No. CNT-2023P05

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

1. Proponent Information

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

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

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

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

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its 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 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 6
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.

Check the appropriate box(es) based on which statements below apply:

- 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.
- The Proponent declares that it has had **no** actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there are **no** foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

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

INSERT LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 7
References Schedule**

Proponent Name: _____

The Proponent should identify a minimum of three (3) references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references should be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 3 years from the issuance date of this RFP.

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 8
Proponent Consortium Schedule**

(Check the box corresponding to your answer)

The Proponent, _____, declares that it is responding:
(insert full legal name of Proponent)

alone to this Request for Proposal #CNT-2023P05.

OR

as a member of a consortium, and that it shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.

Information about the consortium, if applicable.

The members of the consortium are: _____

[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 9 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 Owners¹ of the Business Entity are set out in the following list:

Full Name	Type of Ownership	Percentage of Ownership

If an Owner of the Business Entity is an individual, please provide the corresponding email address of each of those Owners:

Full Name	Email Address

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.

¹ “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 10
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Corporate Overview Schedule.

Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name (if applicable): _____

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 11
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

Monthly Cost (inclusive of labour, equipment and materials)	\$
Total Annual Cost (inclusive of labour, equipment and materials)	\$

**Schedule 12
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 13
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.

Information To Be Disclosed By Proponent	Proponent Response	
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.		

Schedule 14
Form of Agreement Schedule

