



Canada Lands Company  
Société immobilière du Canada

RFP No.

6050-02

Issue Date:

March 17, 2023

Submission Deadline:

May 1, 2023 at 2pm ET

# Request for Proposals

Social Equity Consulting Services  
National Capital Region

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>1</b>
1.1. Company Description .....	1
1.2. Scope of Work .....	1
1.3. Form of Agreement .....	1
1.4. RFP Tentative Timetable.....	2
1.5. RFP Coordinator .....	2
1.6. Potential Proponents' Information Session.....	3
<b>2. RFP TERMS AND PROCEDURES .....</b>	<b>3</b>
2.1. Definitions .....	3
2.2. Definitions of Schedules.....	5
2.3. Rules of Interpretation.....	5
2.4. RFP Information .....	5
2.5. Clarification and Questions .....	6
2.6. Receipt Confirmation .....	7
2.7. Proposal Submission .....	7
2.8. Withdrawal of Proposal.....	7
2.9. Amendment of Proposal .....	8
2.10. Completeness of Proposal.....	8
2.11. Proponent's Proposals.....	8
2.12. Proposal Irrevocability.....	8
2.13. Acceptance of RFP .....	8
2.14. Amendments to the RFP.....	8
2.15. Clarification of Proponent's Proposal .....	9
2.16. Verification of Information.....	9
2.17. Proposal Acceptance .....	9
2.18. Substantial Compliance.....	9
2.19. No Publicity or Promotion .....	10
2.20. Debriefing .....	10
2.21. Confidentiality.....	10
2.22. Personal Information .....	11
2.23. Access to Information Act.....	12
2.24. Reserved Rights (General).....	12
2.25. Reserved Rights (as to Preferred Proponent) .....	13
2.26. Proponent's Costs .....	13
2.27. No Liability .....	14
2.28. Assignment.....	14
2.29. Priority of Documents .....	14

2.30. Governing Law.....	14
<b>3. PROPOSAL EVALUATION, FORMAT AND CONTENTS.....</b>	<b>15</b>
3.1. General .....	15
3.2. Proposal Format.....	15
3.3. Proposal Contents – Mandatory Requirements and Rated Information.....	16
3.4. Oral Presentation – 20 Points.....	22
3.5. Reference Verification .....	23
3.6. Tie Break Process .....	23
3.7. Preferred Proponent .....	23
<b>SCHEDULE 1 SCOPE OF WORK .....</b>	<b>24</b>
<b>SCHEDULE 2 RECEIPT CONFIRMATION SCHEDULE .....</b>	<b>27</b>
<b>SCHEDULE 3 PROPOSAL CHECKLIST SCHEDULE.....</b>	<b>28</b>
<b>SCHEDULE 4 MANDATORY REQUIREMENTS CHECKLIST SCHEDULE .....</b>	<b>29</b>
<b>SCHEDULE 5 DECLARATION AND CERTIFICATION SCHEDULE.....</b>	<b>30</b>
<b>SCHEDULE 6 UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT SCHEDULE ..</b>	<b>32</b>
<b>SCHEDULE 7 REFERENCES SCHEDULE.....</b>	<b>33</b>
<b>SCHEDULE 8 PROPONENT CONSORTIUM SCHEDULE.....</b>	<b>34</b>
<b>SCHEDULE 9 CERTIFICATE OF COMPLIANCE.....</b>	<b>35</b>
<b>SCHEDULE 10 CORPORATE OVERVIEW SCHEDULE .....</b>	<b>36</b>
<b>SCHEDULE 11 PRICING SCHEDULE .....</b>	<b>37</b>
<b>SCHEDULE 12 FORM OF AGREEMENT SCHEDULE .....</b>	<b>39</b>

REQUEST FOR PROPOSALS  
RFP NO: 6050-02

## 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 social equity consulting services (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.

The term of the Agreement is two (2) years with an option in favour of the Company to extend the term for two (2) additional one (1) year terms upon written notice provided by the Company.

# 1.4. RFP Tentative Timetable

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

Event	Date
RFP Issue Date	March 17, 2023
Optional Proponents' Information Session	Week of March 27, 2023
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	April 6, 2023
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	April 13, 2023
RFP Submission Deadline	May 1, 2023 @ 2PM ET
Oral Presentation (see Section 3.4)	Week of May 15, 2023
Anticipated Agreement Start Date	June 2023

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 Canada Buys (<https://canadabuys.canada.ca/en>).

# 1.5. RFP Coordinator

## 1.5.1. Restricted Communications

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

Name: Sharon Lithwick  
Title: Development Manager, Real Estate (NCR)  
Address: 100 Queen Street, Suite 1050, Ottawa, ON, K1P 1J9  
Phone #: 343-573-8821  
E-mail address: slithwick@clc.ca

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

## 1.5.2. Authorized Amendments, Waivers, Information or Instructions

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

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

or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

## 1.6. Potential Proponents' Information Session

An information session for potential Proponents will be held virtually, on the date and time mentioned in Section 1.4 (RFP Tentative Timetable). Proponents should reserve approximately one (1) hour for the information session. The purpose of the information session is to give proponents a general overview of the Company and the RFP process.

The information session for the potential Proponents is not mandatory but is recommended.

## 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 1.5 (RFP Coordinator).

**“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 Information Schedule”	Schedule 8
“Certificate of Compliance Schedule”	Schedule 9
“Corporate Overview Schedule”	Schedule 10
“Pricing Schedule”	Schedule 11
“Form of Agreement Schedule”	Schedule 12

## 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 <https://canadabuys.canada.ca/en>. 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.

### 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 <https://canadabuys.canada.ca/en> 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 are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

## 2.7. Proposal Submission

### 2.7.1. General

To be considered in the RFP process, a Proponent's Proposal **must be** received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), by email to the following email address: [slithwick@clc.ca](mailto:slithwick@clc.ca), and the subject of the email should be the Proponent's name, and RFP #6050-02. The email should be addressed to CANADA LANDS COMPANY CLC LIMITED, to the attention of the RFP Coordinator. The Proposal should be included as an attachment to the email following the terms and conditions set out in Section 3.2 (Proposal Format).

Proposals received after the RFP Submission Deadline shall not be considered. 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 according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

## 2.8. Withdrawal of Proposal

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

## 2.9. Amendment of Proposal

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

## 2.10. Completeness of Proposal

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

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

## 2.11. Proponent's Proposals

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

## 2.12. Proposal Irrevocability

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

Proposals will not be opened publicly.

## 2.13. Acceptance of RFP

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

## 2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline.

No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

## 2.15. Clarification of Proponent's Proposal

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

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

## 2.16. Verification of Information

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

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

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

## 2.17. Proposal Acceptance

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

## 2.18. Substantial Compliance

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

## 2.19. No Publicity or Promotion

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

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

## 2.20. Debriefing

Not later than 15 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 concluding the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, terminate the discussions (and proceed per (b) below);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind any invitation to execute the Agreement, and begin discussions with the next highest-ranked Proponent; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

## 2.26. Proponent's Costs

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

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



## 2.27. No Liability

The Proponent agrees that:

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

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

## 2.28. Assignment

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

## 2.29. Priority of Documents

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

## 2.30. Governing Law

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

### **3. Proposal Evaluation, Format and Contents**

#### **3.1. General**

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

<b>Stage</b>	<b>Description</b>	<b>Points</b>
I	Mandatory Requirements	(Pass/Fail)
II	Rated Information (Excluding Pricing)	60
III	Oral Presentation	20
IV	Pricing	20
V	Reference Verification	(Pass/Fail)
	Total	100

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. One (1) attachment named “Name of the Proponent – Proposal” to the email containing one (1) electronic copy in PDF format, excluding the Pricing Schedule; and
- b. One (1) attachment named “Name of the Proponent – Pricing Schedule” to the same email containing one (1) electronic copy in PDF format 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 5MB in size; information may be split up into separate documents, if necessary, for a maximum of 10 MB in size for the email sent;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.6 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).

### 3.3. Proposal Contents – Mandatory Requirements and Rated Information

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

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

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of their Proposals under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS	Evaluation
<p><b>3.3.1. Declaration and Certification Schedule</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>3.3.2. 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>3.3.3. References Schedule</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>3.3.4. Proponent Consortium Information Schedule</b></p> <p>The Proposal must include a completed Proponent Consortium Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p> <p><u>Even if a consortium is not responding to this RFP</u>, this schedule must be completed by the Proponent and included to the Proposal.</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 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.</li> </ul>	<p><i>Pass or Disqualification</i></p>
<p><b>3.3.5. Certificate of Compliance Schedule</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.</p>	<p><i>Pass or Disqualification</i></p>

<p>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>	
---	--

RATED INFORMATION	Scoring	Evaluation
<b>Part A Corporate Overview</b>		<b>Available Points: 10 Points</b>
<p><b>3.3.6. Corporate Overview</b></p> <p>The Proponent should complete the Corporate Overview Schedule.</p>	10 Points	<p>The maximum number of points will be awarded to Proponents who demonstrate:</p> <ul style="list-style-type: none"> <li>• A minimum of five (5) years in business (one (1) point)</li> <li>• Comparable experience with complex redevelopment projects (four (4) points)</li> <li>• Organizational Chart clearly outlining the Proponent and project team roles and responsibilities to achieve project objectives as set out in the Scope of Work Schedule (five (5) points)</li> </ul>
<b>Part B Scope of Work Capabilities and Related Matters</b>		<b>Available Points: 47 Points</b>
<p><b>3.3.7. Scope of Work Capabilities</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>	35 Points	<p>To achieve maximum points, the Proponent shall provide an overview of the methodology and approach based on their understanding of developing a Social Equity Strategy that will be implemented in order to achieve the objective of the Scope of Work.</p> <p>Proponents must show a clear understanding of the concept of social equity and social equity strategy and demonstrate how these</p>

		<p>concepts can be integrated within communities to benefit them (ten (10) points).</p> <p>Proponents are expected to demonstrate a clear understanding of the project outcomes and provide a detailed a strategy/methodology for achieving them, including the following:</p> <ul style="list-style-type: none"> <li>• A demonstrated understanding of the Scope of Work outlined in Schedule 1, including identification of recommended stages and overall deliverables to achieve a social equity strategy for the Company (ten (10) points);</li> <li>• Experience with projects of similar scope. Proponents should provide 3 project examples they have worked on in the past 5 years that included a social equity component (ten (10) points).</li> <li>• Proposed schedule and timeline to meet the project outcomes</li> </ul> <p>Proponents can achieve an additional five (5) points for presenting a hypothetical scenario outlining the steps and timeline necessary to achieve a social equity strategy on a large real estate development project.</p> <p><u>The Proponent's response for this Section 3.3.7 should not exceed a maximum of ten (10) pages.</u></p>
<p><b>3.3.8. Personnel</b></p>	<p>10 Points</p>	<p>The Proponent must submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by</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>the Scope of Work, which may include one of the following for members of the personnel: resume, documentation of accreditation, and/ or letter of reference.</p> <p>Maximum points will be awarded to the Proponents who demonstrate the following from their personnel:</p> <ul style="list-style-type: none"> <li>• The project managers, responsible for the progress of the project, and key personnel who have demonstrated experience working on a social equity strategy <ul style="list-style-type: none"> <li>○ Resumes for personnel and documentation of accreditation, and/ or letter of reference;</li> </ul> </li> </ul>
<p><b>3.3.9. Legal Actions</b></p>	<p>2 Points</p>	<p>Proponents will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to the Company, or diminishing (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent’s delivery of the Scope of Work. Maximum points will be given to Proponents who demonstrate that legal actions, if any, will not increase the risks or costs to the Company and will not 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><b>Part C Form of Agreement</b></p>		<p><i>Available Points: 3 Points</i></p>

<p><b>3.3.10. Acceptance of the Form of Agreement</b></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>3 Points</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will receive the maximum number of points for this section.</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>If a Proponent proposes significant changes in light of the foregoing list, it may receive zero points for this section.</p>
--	-----------------	---

<b>Part D Pricing</b>	<b>Available Points: 20 Points</b>
-----------------------	------------------------------------

<p><b>3.3.11. 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</p>	<p>20 Points</p>	<p>The points for pricing under this RFP will be allocated per hourly rate category, as indicated in Table #2 in the Pricing Schedule. Each Proponent will receive a percentage of the total possible points allocated to that pricing category by dividing the lowest hourly rate submitted for that category under this RFP by that Proponent's hourly rate for that category. For example, if the lowest hourly rate offered by one Proponent for the category of "Principal Consultant" is \$120.00, that Proponent will receive 100% of the 4 possible points (120/120 = 100%). A Proponent who</p>
--	------------------	--



<p>assumptions, calculations and into its proposed pricing.</p>		<p>submitted an hourly rate of \$150.00 for the category of “Principal Consultant” will receive 80% of the 4 possible points (120/150 = 80%) and a Proponent who submitted an hourly rate of \$240.00 for the category of “Principal Consultant” will receive 50% of the 4 possible points (120/240 = 50%). The total points for each personnel category allocated to the Proponent will be added up to indicate the total pricing points that Proponent will receive under this RFP.</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest hourly rate}$ $\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest hourly rate}$
---	--	---

### 3.4. Oral Presentation – 20 Points

Only up to five (5) Proponents with the highest ranked Proposals from Stage II will be invited to participate in the oral presentation.

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

Oral Presentation	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal

Oral Presentation	
4	Demonstrated credibility in Proponent’s ability to effectively perform the activities contemplated by the Scope of Work in a way that meets or exceeds the needs of the Company within the required delivery time and at no additional cost.

### 3.5. Reference Verification

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

### 3.6. Tie Break Process

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

### 3.7. Preferred Proponent

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

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)) and Section 3.3.10 (*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**

### **Summary of Work**

The Company is seeking a preferred Proponent to act as a consultant to the Company (the "**Consultant**") to develop a social equity strategy for the Company's real estate development projects in the National Capital Region.

The goal of the social equity strategy is to develop a strategic roadmap that will embed social equity and inclusion across all facets of our real estate development projects.

The attached Form of Agreement - Principal Services Agreement will enable the Company to administer the required work under separate Statements of Work. It is anticipated that the work will include the following:

- Preliminary review of the Company's existing projects in the NCR
- Definition and analysis of social equity or community benefits that can be offered on our large-scale real estate development projects
- Development of a social equity strategy and implementation roadmap for the NCR
- Support the project team and work with external consultants throughout and as required support project engagement efforts
- Consultant support on an as-needed basis

### **About the Company**

The Company is a self-financing federal Crown Corporation. The Government of Canada (the "**Government**") expects the Company to be innovative in its business operations developing surplus federal properties to create community and financial value.

The Company takes an engagement-based approach in working towards community-oriented goals such as environmental stewardship and heritage commemoration. In this context, the Company requires the services of a consultant to develop a social equity strategy for both our Canada Lands Company-Public Services and Procurement Canada (CLC/PSPC) Redevelopment Projects and our Company owned projects in the National Capital Region (NCR). The social equity strategy will embed equity and inclusion across all facets of our work on these projects.

### **Company Owned Projects**

The Company owns a portfolio of four (4) properties in the National Capital Region (the "**NCR**"). Located within the Ottawa urban boundary, the properties vary in size, character, historic and current use and stage of redevelopment. Two projects, which are described in more detail below, are 1495 Heron Road and Wateridge Village.

The 1495 Heron Road property is a 7.3 hectare/18.04 acre institutional site. This property consists of 12 buildings most recently used by the Government as a training centre. This

property includes 1.5 hectares (3.8 acres) of non-developable land which is currently a wooded area along the northwestern portion of the property.

1495 Heron Road has been developed in a campus style. The existing structures vary in age and were constructed between 1963 and 1975. The buildings consist of a total gross floor area of approximately 20,312 sq. m (218,636 sq. ft). This property includes a large surface parking lot located along the eastern portion of the site and two tennis courts located along the northeastern portion of the site.

The Company has initiated master planning for the redevelopment of 1495 Heron Road and envisions the development of a new mixed-use residential community. All existing buildings will be abated and remediated.

Wateridge Village/Village des Riverains is a 125.5 hectare/310 acre site which was formerly the Canadian Forces Base Rockcliffe. The site is located close to downtown Ottawa. All former residential and administrative buildings associated with the usage and occupancy by the Department of National Defence (DND) have been demolished.

Redevelopment of the property is underway as a new mixed-use community, based on a master plan approved by the City of Ottawa in 2015. Redevelopment is being undertaken in phases and includes the construction of new streets and infrastructure, parks and public open spaces and a wide range of new residential dwellings. Redevelopment commenced in 2016 and as of 2021 approximately 400 dwellings have been constructed and are now occupied. Construction is anticipated to continue through to 2030 and at completion the community will be home to approximately 5200 dwellings.

### **CLC-PSPC Redevelopment Projects**

The Company and Public Services and Procurement Canada (“PSPC”) are working together to find innovative ways to address underused federal sites such as the Confederation Heights and Tunney's Pasture. In order to realize the vision for these sites, the Company is leading the engagement processes to gather community input.

The Tunney's Pasture site is a federal employment campus serving various departments including Health Canada and Statistics Canada. The site includes 17 buildings and is 49 hectares/121 acres in size, bounded by the National Capital Commission (NCC) parkway and Ottawa River to the north, Parkdale Avenue to the east, Scott Street and Light Rail Transit to the south and the Champlain Park community to the west.

For Tunney's Pasture, PSPC is responsible for the strategic management of the site and has called on the Company to complete the planning for the lands to be identified as surplus to the federal requirements and development in accordance with the Vision and Guiding Principles for Tunney's Pasture.

More information about the Confederation Heights project can be found at the following link:  
[Tunney's Pasture - From vision to reality! | Canada Lands Company CLC Limited \(clc-sic.ca\)](#)

The Confederation Heights site is a federal employment area located approximately five kilometres south of Ottawa's downtown core, totally approximately 188 hectares/465 acres. The site is bound

by the Rideau River to the north and west, Data Centre Road and Sawmill Creek to the east, and Brookfield Road to the south. Property owners on and adjacent to the study area include the Government of Canada, the National Capital Commission, Health Canada, Canada Post, the City of Ottawa, and CN Rail.

For Confederation Heights, the Company and PSPC are working together, along with a team of consultants, in consultation with Indigenous Peoples, landowners, and a broad range of stakeholders, to develop a comprehensive Master Plan. The Master Plan will establish a vision for the site, which is expected to transition over the next 25 years from an automobile-oriented employment hub into a mixed-use, sustainable community with a continued strong federal government employment presence.

More information about the Confederation Heights project can be found at the following link:  
[Confederation Heights: Realize the Potential | Canada Lands Company CLC Limited \(clc-sic.ca\)](https://www.clc-sic.ca/Confederation-Heights-Realize-the-Potential)

The Proponents acknowledge that properties may be added and/or deleted to/from the Company's portfolio and consulting services in relation to each property may vary.

**Schedule 2  
Receipt Confirmation Schedule**

To: **Canada Lands Company**  
Email: **slithwick@clc.ca**  
Re: **RFP No. 6050-02**

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.

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 comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	<p>Does your Proposal include completed versions of the forms set out at Section 3.3 (<i>Proposal Contents – Mandatory Requirements and Rated Information</i>)?</p> <ul style="list-style-type: none"> <li>• Declaration and Certification Schedule</li> <li>• Unfair Advantage and Conflict of Interest Statement Schedule</li> <li>• Reference Schedule</li> <li>• Proponent Consortium Information Schedule</li> <li>• Certificate of Compliance Schedule</li> <li>• Corporate Overview Schedule</li> <li>• Pricing Schedule</li> </ul>

**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.

	<b>Mandatory Requirements</b>	<b>Page #</b>
<b>M1</b>	3.3.1 Declaration and Certification Schedule	
<b>M2</b>	3.3.2 Unfair Advantage and Conflict of Interest Statement Schedule	
<b>M3</b>	3.3.3 References Schedule	
<b>M4</b>	3.3.4 Proponent Consortium Information Schedule	
<b>M5</b>	3.3.5 Certificate of Compliance Schedule or declaration in the Proposal that a Certificate of Compliance has already been submitted within the past two (2) years and no change of ownership has occurred	



**Schedule 5  
Declaration and Certification Schedule**

**RE: Proposal dated \_\_\_\_\_, in response to RFP No. 6050-02**

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

**1. Proponent Information**

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting it Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

**3. Addenda**

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

\_\_\_\_\_  
\_\_\_\_\_

**4. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for **180** 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 five (5) 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 #6050-02

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 Owners<sup>1</sup> 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.

<sup>1</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 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 (Section 3.3.9)	

**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** \_\_\_\_\_

**Table #1 – Hourly rates for personnel**

<b>Personnel</b>	<b>Hourly Rates (\$/hr)</b>
Associate	
Research Assistant	
Administrative Assistant	
Principal Consultant	
Managing Partner	

If the Proponent does not have roles with titles that exactly matches the above titles, Proponents are required to provide the hourly rates for its roles that best match the roles listed above and provide this explanation in the Proposal. The Company reserves the right to determine whether the Proponent’s justification of its roles is appropriate and the Company may retitle the roles provided by the Proponents if it determines necessary and evaluate the newly titled roles in accordance with this RFP.



**Table #2 – Total possible pricing points per personnel category**

<b>Personnel category</b>	<b>Total possible pricing points</b>
Associate	4
Research Assistant	4
Administrative Assistant	4
Principal Consultant	4
Managing Partner	4

**Schedule 12**  
**Form of Agreement Schedule**

**PRINCIPAL 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 "Project"); and
- B. The Company wishes to enter into a principal services agreement 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) "**Expiry Date**" means ●
- (i) "**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.

- (j) **"Indemnified Party"** has the meaning set out in Section 7.1.
- (k) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (l) **"Services"** means the services and deliverables described in Schedule "A" and/or a Statement of Work to be performed in accordance with the deadlines contained in the Statement of Work.
- (m) **"Statement of Work"** has the meaning set out in Section 13.2
- (n) **"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.
- (o) **"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 "E" to this Agreement. The Consultant acknowledges that it has reviewed and hereby agrees that by executing this Agreement, the Consultant shall be bound by all the terms and conditions contained in the EFT Terms and Conditions and EFT Form as set out in Schedule "E".

#### 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 on the Expiry Date.
- 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** All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

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

## **6.0 NON-COMPETITION AND CONFLICT OF INTEREST**

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

## **7.0 INDEMNIFICATION AND LIABILITY**

- 7.1** 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.

## **9.0 INDEPENDENT CONTRACTOR**

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

## **10.0 DISPUTE RESOLUTION**

**10.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or

by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;

- (b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Ottawa, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

- 10.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- 10.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.
- 10.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

## **11.0 NOTICE**

- 11.1** Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

**TO: Canada Lands Company CLC Limited**

100 Queen Street, Suite 1050  
 Ottawa, ON K1P 1J9  
 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 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, 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 STATEMENTS OF WORK**

13.1 The Company will requisition Services from the Consultant by way of Statement(s) of Work, the form of which is attached as Schedule "D" to this Agreement (the "**Statement of Work**"). The Statement of Work shall be signed by duly authorized signatories of the Company and shall indicate the specific Services to be performed including, but not limited to, quantity, price, taxes, total price, shipping instructions, requested delivery dates, billing address and any other special instructions related to the Services.

13.2 Capitalized terms used but not defined in a Statement of Work have the meanings assigned to them in this Agreement.

13.3 In the event of any inconsistency between the terms of this Agreement and those of a Statement of Work, those of the Agreement shall prevail to the extent of the inconsistency.

**14.0 GENERAL**

- 14.1** 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.
- 14.2** 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", "D" and "E" 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, 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 to the Company (the "**Consultant**") will develop a social equity strategy for the Company's real estate development projects in the National Capital Region.

The goal of the social equity strategy is to develop a strategic roadmap that will embed social equity and inclusion across all facets of our real estate development projects.

The attached Form of Agreement - Principal Services Agreement will enable the Company to administer the required work under separate Statements of Work. It is anticipated that the work will include the following:

- Preliminary review of the Company's existing projects in the NCR
- Definition and analysis of social equity or community benefits that can be offered on our large-scale real estate development projects
- Development of a social equity strategy and implementation roadmap for the NCR
- Support the project team and work with external consultants throughout and as required support project engagement efforts;
- Consultant support on an as-needed basis

**Schedule "B"**

**FEES AND EXPENSES**

The Fees shall be calculated on the basis of the following hourly rates:

<b>Personnel</b>	<b>Hourly Rates (\$/hr)</b>
Associate	
Research Assistant	
Administrative Assistant	
Principal Consultant	
Managing Partner	



**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) 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) broad form property damage including completed operations;
    - (iii) broad form property damage;
    - (iv) cross liability and severability of interest clause;
    - (v) additional insured endorsement;
    - (vi) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
  - (b) 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"**  
**[PREFERRED FORM OF STATEMENT OF WORK]**

STATEMENT OF WORK NUMBER ● dated \_\_\_\_\_, 202\_

**BETWEEN :**

Owner **CANADA LANDS COMPANY CLC LIMITED** (the "Company")  
 Address 100 Queen Street, Suite 1050  
 Ottawa, ON K1P 1J9

Consultant ● (the "Consultant")  
 Address ●

In Accordance with : Principal Consulting/Professional Services Agreement dated ● between the Consultant and the Company (the "Agreement")

**IN CONSIDERATION OF** the mutual covenants and agreements contained in the Agreement, each of the parties covenants and agrees with the other as follows:

**DETAILS OF THE STATEMENT OF WORK**

Delivery Method	Methods of Payment	Due Date
●	According to Section 3.2 of the Agreement	●

Description of Services to be Rendered	Total
[Note to draft: Insert all necessary details]	\$
Subtotal:	
Applicable Taxes:	
<b>Total :</b>	

**ADDITIONAL TERMS AND CONDITIONS**

The Agreement remains in force and effect and all Services shall be performed in the same manner as set out in the Agreement, unless otherwise expressly provided for by written agreement between the Parties. In the event of a conflict between the Agreement and this Statement of Work, the Agreement shall prevail.

Capitalized terms used but not defined in this Statement of Work have the same meanings given to them in the Agreement.

This Statement of Work may be executed in several copies, each of which shall be deemed to be an original and all such copies shall constitute one and the same instrument. Copies may be signed in their original format, in PDF format, by e-mail, or by fax and the parties to this Statement of Work must accept any signature received by e-mail or facsimile as the original signature of the parties. Each party agrees to provide the other with a copy bearing the original signatures of this Statement of Work and within a reasonable period of time following the signing of this Statement of Work.

**[the remainder of this page has been left intentionally blank; signature page follows]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Statement of Work to be signed by their respective duly authorized representatives on the date indicated above

**CANADA LANDS COMPANY CLC LIMITED**

●

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

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

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

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

We are authorized to bind the Corporation.

I/We have authorized to bind the Corporation.

## SCHEDULE "E"

### ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS

These Electronic Funds Transfer Terms and Conditions (the "EFT Terms and Conditions") shall become effective upon execution by the Consultant of the Agreement and upon receipt by the Company of the completed Electronic Funds Transfer Authorization Form (the "EFT 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 Principal Services Agreement signed between the Company and the Consultant on [Insert date of the Agreement] (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.

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 ten percent (10%) 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.

By executing the Agreement, the Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in these EFT Terms and Conditions.

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM**  
**("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).

**Effective date:** as of the date first written above

**Consultant Information**

---

Full Name

Address

City/Town

Province

Country

**Banking Information**

---

Institution Number

Account Number

Transit/Branch Number

Bank Name

Bank Address

**Acknowledgement and Consent**

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

We understand and acknowledge that this authorization 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. 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.