



Request for Proposal

Creative & Website Services

Request for Proposal No.: 2025-TAF-01

RFP Issued: Wednesday, February 26, 2025 (10:00 AM EST)

Submission Deadline: Monday, March 24, 2025 (5:00 PM EST)

SUMMARY SHEET

Bid Category:	Campaigns and Communications
Bid Type:	Request for Proposal (RFP)
Bid Number:	2025-TAF-01
Bid Title / Name:	Creative & Website Services
Bid Status:	Open
Bid Issue date:	Wednesday, February 26, 2025 (10:00 AM EST)
Bid Description:	The Atmospheric Fund (“ TAF ”) is seeking a qualified vendor to provide ongoing Creative and Website Services on an as-needed basis, including website management, graphic design, data visualization, branding, and campaign strategy support. The selected vendor will support TAF’s efforts to communicate its initiatives and impact effectively while maintaining high standards of quality, accessibility, and performance.
Deadline for Questions:	Monday, March 10, 2025 (5:00 PM EST)
Deadline for Issuing Addendum:	Monday, March 17, 2025 (5:00 PM EST)
Public Opening:	No
Submission Deadline:	Monday, March 24, 2025 (5:00 PM EST)
Anticipated Award Date:	Monday, April 7, 2025 (4:00 PM EST)
Bid Submission Type:	Online Submissions Only through Bonfire Portal
Bid Submission Address:	Online Submissions Only through Bonfire Portal
Language of the Bid:	English unless specified in the bid document
RFP Contact:	Contact Name: Sachin Sethi Email address: purchasing@taf.ca

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DEFINITIONS

In this RFP the following terms have the meanings set out below:

“Addenda” or **“Addendum”** means an attachment to the RFP that modifies the terms and conditions of the original RFP. Addendums are used to efficiently update the terms or conditions of many types of Contracts. It is also used for the Proponent clarification stage (questions and answers) during a Competitive Procurement process. An Addenda is the plural form of Addendum.

“Agreement” or **“Contract”** means a written agreement for the provision Proponent of the Work that may result from this RFP, executed between TAF and the successful Respondent to this RFP.

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

“Annexure” means those documents outlined in the Table of Contents and form part of this RFP.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. EST, except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario), or as otherwise agreed to by the parties in writing.

“Competitive Procurement” means a process that includes a bidding or a response process to provide equal opportunity to multiple suppliers, intended to solicit fair and competitive bids.

“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.

“Deliverables” means all services to be provided by the selected Proponent with regards to the **Scope of Work** described in detail in the Section C of the RFP Particulars (Appendix A).

“Evaluation Team” means individuals designated/responsible for Evaluation of Proposals and make award recommendations.

“HST” means Harmonized Sales Tax.

“Goods” are moveable property, including the cost of operating, maintaining or manufacturing such moveable property, and includes raw materials, products, equipment and other physical objects of every kind and description whether sold in solid, liquid, gaseous or electronic form, unless they are procured directly as part of a general construction contract.

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

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

“Purchasing Organization” means The Toronto Atmospheric Fund, herein referred to as the “TAF”, the organization conducting the RFP process.

Rated Criteria means those criteria indicated in Section I of the RFP Particulars (Appendix A).

“RFP” or **“Request for Proposal”** means this Request for Proposal document for the Suppliers for the Services, including all attachments and documents referenced herein and all Addenda to this document (if any) and all Addenda thereto issued by TAF.

“RFP Contact” means the individual identified in the RFP Contact. The RFP Contact is an employee of TAF, leading the RFP process.

“Social value” means that the services as described will take into consideration employment and/or sub-contracting of people facing barriers; working with social enterprises; prioritizing locally sourced materials and goods; and a diverse supply chain.

“Supplier” means an entity, an individual, a partnership, a corporation that is capable of providing desired **Deliverables** to TAF including but not limited to a “consultant” “contractor” and “vendor”.

“Submission Deadline” means Submission Date and time as set out in Section 1.4 **“RFP Timetable”** for the submission of Proposals from the Proponents and as may be amended from time to time in accordance with the terms of the RFP via Addendum.

“Services” means the services intended to be procured pursuant to this RFP Intangible products that do not have a physical presence. No transfer of possession or ownership takes place when services are sold, and they (1) cannot be stored or transported, (2) are instantly perishable, and (3) come into existence at the time they are bought and consumed.

“TAF” means The Toronto Atmospheric Fund.

“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 TAF 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.

“Value-Add” means an incentive which is an offer by a Proponent over and above the primary goods or services being proposed, with the intent to increase the total value received by the purchaser.

PART 1 – INTRODUCTION

1.1 About – The Atmospheric Fund

The Atmospheric Fund (TAF) is a regional climate TAF that collaborates with stakeholders in the private, public, and non-profit sectors across the GTHA. Since 1991, TAF has been focused on supporting and implementing concepts that reduce carbon emissions as well as improve people’s health, create new green jobs, boost urban resiliency, and contribute to a fair society. TAF is focused on enabling the acceleration and scale-up of low-carbon solutions with the goal of making the GTHA carbon neutral by 2050.

We advance the most promising concepts by investing, providing grants, influencing policies and running programs. Furthermore, TAF is a proud member of the Low Carbon Cities Canada (LC3) network.

1.2 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by The Atmospheric Fund (“TAF”) to prospective proponents to submit proposals for Creative and Website Services as further described in the Section C of the RFP Particulars (Appendix A) (“Scope of Work”).

1.3 RFP Contact

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

Sachin Sethi

Email: purchasing@taf.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of TAF, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s Proposal.

1.4 RFP Timetable

Bid Issue Date:	Wednesday, February 26, 2025 (10:00 AM EST)
Deadline for Questions:	Monday, March 10, 2025 (5:00 PM EST)
Deadline for Issuing Addenda:	Monday, March 17, 2025 (5:00 PM EST)
Submission Deadline:	Monday, March 24, 2025 (5:00 PM EST)
Anticipated Award Date:	Monday, April 7, 2025 (4:00 PM EST)
Tentative Contract Start:	April 2025

The RFP timetable is tentative only and may be changed by TAF at any time.

1.5 Service Agreement

Selected Proponents will be invited to enter into an agreement in the form set out in Appendix E (the “Service Agreement”).

The term of the Service Agreement is to be for a period of Three (3) years with an option in favour of TAF to extend the Service Agreement on the same terms and conditions for an additional term of up to two (2) years.

[End of Part 1]

PART 2 – SUBMISSION OF PROPOSALS

2.1 Proposals to be Submitted Electronically

Proposals must be submitted electronically through TAF's Bonfire Portal at: <https://taf.bonfirehub.ca/>

Submissions by any other methods will not be accepted.

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

2.2 Language of Proposals

All Proposals must be submitted in English only.

2.3 Proposals to be Submitted on Time

Proposals must be completed and uploaded to the e-Procurement Portal on or before the Submission Deadline set out in the RFP Timetable.

Proposals submitted after the Submission Deadline will be rejected without exception. TAF does not accept any responsibility for late submission of Proposals.

It is strongly recommended that you give yourself sufficient time and at least ONE (1) day before the Submission Deadline to begin the uploading process and to finalize your submission. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

2.4 Proposals to be Submitted in Prescribed Format

Submission materials should be prepared in the file formats listed under **Requested Information** for this opportunity in TAF's Bonfire Portal. The maximum upload size is 1000MB per file. Please do not embed any documents within your loaded files, as they will not be assessable or evaluated.

Please refer to Bonfire for minimum system requirements: <https://support.gobonfire.com/hc/en-us/articles/360005926333-Minimum-System-Requirements>

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

2.5 Completeness of Proposals

By submitting the Proposal, a Proponent confirms that all of the components required to use and/or manage the Services and Goods have been identified in its Proposal and are to be provided to TAF at no additional charge.

Any requirement that may be identified by the Proponent after the Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

2.6 Amendment of Proposals

Proponents may amend their Proposals prior to the **Submission Deadline** by un-submitting the Proposal and re-submitting a revised Proposal through TAF's Bonfire Portal.

2.7 Withdrawal of Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. To withdraw a Proposal prior to the Submission Deadline, a Proponent should un-submit the Proposal through TAF's Bonfire Portal.

Following the Submission Deadline, a notice of withdrawal must be sent to the **RFP Contact** and must be signed by an authorized representative of the Proponent.

2.8 Acceptance or Rejection of Proposals

TAF reserves the right in its sole, unfettered and absolute discretion, to accept or reject any or all Proposals including, without limiting the foregoing, the right to reject any Proposal based on the previous dealings with TAF and the Proponent, and to waive irregularities and/or omissions in order to serve the best interests of TAF.

Furthermore, TAF will not be responsible for any liabilities, cost, expense, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of acceptance or non-acceptance by TAF of any Proposal, or by reason of any delay in the acceptance of a Proposal.

[End of Part 2]

PART 3: EVALUATION OF PROPOSALS

3.1 Evaluation Team

All Proposals will be evaluated through a comprehensive review and analysis by an Evaluation Team that will include members from TAF and other stakeholders.

The Evaluation Team may, at its sole discretion, retain members or advisors as it deems appropriate. The Evaluation Team will determine which Proposals best meet the requirements as set out in this RFP. By responding to this RFP, Proponents will be deemed to have agreed that the decisions of the Evaluation Team will be final.

3.2 Stages of Evaluation

TAF will lead the Evaluation of Proposals in the following Stages:

- Stage 1 – Mandatory Submission Requirements
- Stage 2 – Rated Criteria

3.2.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory submission requirements. If a Proposal fails to satisfy all of the mandatory submission requirements, the Proposal will be disqualified and will not proceed to enter Stage II. The mandatory submission requirements are set out in Section E of the RFP Particulars (Appendix A).

3.2.2 Stage II – Rated Criteria

Stage II will score each qualified Proposal based on the “**Evaluation Matrix Table**” provided in the **Rated Criteria** described in the Section I of the RFP Particulars (Appendix A).

During the evaluation period TAF may request that a Proponent provide clarification of any part of its submission.

Additionally, Proponents may be required to participate in a 1-hour interview at the sole discretion of TAF.

3.3 Evaluation Matrix

Please refer to the **Evaluation Matrix** Table provided in the Rated Criteria described in the Section I of the RFP Particulars (Appendix A).

3.4 Ranking and Selection

Based on the evaluation of the Proposals, all Proponents will be ranked based on their total scores. The proponent with the highest total score will be selected as the **Top-Ranked Proponent**.

3.5 Notification of Top-Ranked Proponent

The Top-Ranked Proponent selected by TAF to enter into the Service Agreement in accordance with the Part 3 - Evaluation of Proposals will be so notified by TAF in writing.

3.6 Service Agreement

Top-Ranked Proponent then would enter into a Service Agreement in accordance with TAF's procurement policy details of which can be found: [TAF Procurement Policy](#)

[End of Part 3]

PART 4: TERMS AND CONDITIONS OF RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

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

4.1.2 No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a complete and fulsome form and without any incorporation by reference to or reliance upon the contents of any other documents, websites or other references.

4.1.3 Past Performance

In the evaluation process, TAF may consider the Proponent's past performance or conduct on previous contracts with TAF or other institutions.

4.1.4 Information in RFP Only an Estimate

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

4.1.5 Proponents to Bear Their Own Costs

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

4.1.6 Proposals to be Retained by TAF

TAF will not return the Proposal or any accompanying documentation submitted by a Proponent. All Proposals submitted shall become the property of TAF.

4.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

TAF makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. TAF may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally at its sole discretion.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP, and may direct questions or seek additional information via the **“Messages - Questions and Answers”** feature on TAF’s Bonfire Portal: <https://taf.bonfirehub.ca/> before the **Deadline for Questions**. 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.

TAF is under no obligation to provide additional information, and Information obtained from any source other than through the Bonfire portal is unofficial and must not be relied upon as part of this RFP.

Proponents must not contact any other employees, officers, consultants, agents, elected officials or other representatives of TAF regarding matters related to this RFP. Any Proponent found to have contacted persons other than through the Bonfire portal, may be disqualified from submitting a Proposal, or have their Proposal rejected. The Proponent is solely responsible for seeking any clarification required regarding this RFP, and TAF shall not be held responsible for any misunderstanding by the Proponent.

4.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If TAF, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addendum posted through TAF’s Bonfire Portal.

Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. No other statement, whether written or oral, shall amend this RFP. Proponents are responsible for obtaining all addenda issued by TAF.

In the Submission Form (Appendix C), Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

4.2.4 Verify, Clarify and Supplement

When evaluating Proposals, TAF may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal including but not limited to clarification with respect to whether a Proposal meets the mandatory technical requirements set out in Section G of the RFP Particulars (Appendix C).

TAF without liability, costs or penalty in its sole, unfettered and absolute discretion may verify any statement or claim by whatever means TAF deems appropriate, including contacting persons in addition to those offered as references by the Proponent. TAF may revisit, re-evaluate and rescore the Proponent's Proposal or ranking on the basis of any such information.

The Proponent shall cooperate in the verification of information and is deemed to consent to TAF verifying such information.

4.2.5 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.

4.3 Notification and Debriefing

4.3.1 Notification to Other Proponents

Once the selected Proponents have been notified, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the RFP process.

4.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the RFP process. All requests must be in writing to the RFP Contact and must be made within ten (10) days of such notification. At TAF's sole discretion, a debrief may be granted based on the request.

4.3.3 Procurement Protest Procedure

In the event that a Proponent wishes to review the decision of TAF in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a written protest via email ("Protest") to RFP Contact within ten (10) calendar days from such a debriefing.

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

A protest shall include the following:

- A specific identification of the RFP provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the RFQ provision and/or procurement procedure;
- A precise statement of other relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

For the purpose of a protest under this RFP, the Procurement Protest shall be recorded and acknowledged by the Procurement Representative in a prompt manner. A Proposal to the Bid Protest will be developed by TAF and may involve such personnel at an appropriate level as are reasonably required to provide a Proposal to the Bid Protest (the "Proposal"). TAF may wish to seek clarifications before providing a Proposal and reserves the right to delay providing a Proposal until an Agreement has been entered into by TAF and a Proponent.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but

not limited to (i) having, or having access to, confidential information of TAF in the preparation of its Proposal that is not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

4.4.2 Disqualification for Conflict of Interest

TAF may disqualify a Proponent for any conduct, situation or circumstances determined by TAF, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

4.4.3 Disqualification for Prohibited Conduct

TAF may disqualify a Proponent or terminate any contract subsequently entered into if TAF determines that the Proponent has engaged in any conduct prohibited by this RFP.

4.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

4.4.5 Proponent Not to Communicate with Media

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

4.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful Proponent(s).

4.4.7 Illegal or Unethical Conduct

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

4.4.8 Past Performance or Past Conduct

TAF may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the supplier to honour submitted pricing or other commitments; or
- any conduct, situation or circumstance determined by TAF, in its sole and absolute discretion, to have constituted a Conflict of Interest.

4.5 Confidential Information

4.5.1 Confidential Information of TAF

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

- (a) is the sole property of TAF and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFP Contact;
and
- (d) must be returned by the Proponents to TAF immediately upon the request of TAF.

4.5.2 Confidential Information of Proponent

Proponents are advised that the disclosure of information received in Proposal to or in connection with this RFP will be in accordance with the provisions of all applicable access to information and privacy legislation including, primarily, Ontario's Freedom of Information and Protection of Privacy Act ("FIPPA").

Proponents should identify any confidential information in their Proposals and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. TAF will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under FIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.

Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by TAF to advise or assist with the RFP process. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

4.6 Procurement Process Non-Binding

4.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations.

For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor TAF will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Proponents, a decision to reject a Proposal or disqualify a Proponent, or a decision of the Proponent to withdraw its Proposal.

4.6.2 No Legal Relationship or Obligation

This RFP process is intended to identify Top-Ranked Proponent and potential supplier for the services mentioned in this RFP. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and TAF by

this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.6.2 Non-binding Price Estimates

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

4.6.3 Cancellation

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

4.6.4 Limitation of Liability

By submitting a Proposal, each Proponent agrees that:

- a) neither TAF nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claims arising out of this RFP process including but not limited to costs or preparation of the Proposal, loss of profits, loss of opportunities or for any other claim; and
- b) the Proponent waives any right to or claim for any compensation of any kind whatsoever including claims for costs of preparation of the Proposal, loss of profit or loss of opportunity by reason of TAF's decision not to accept the Proposal submitted by the Proponents, to enter into an agreement with any other Proponent or to cancel this RFP process, and the Proponent shall be deemed to have agreed to waive such right or claim.

4.7 Compliance with Accessibility Standards

The Proposal must be compliance with the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and its regulations, to the extent applicable. Proponents are required to comply with TAF's accessibility standards, policies, practices and procedures, as the same may be in effect during the term of any Agreement and apply to the Services to be provided by the Proponent.

As part of its Proposal to this RFP, the Proponent should describe all measures that the Proponent intends to implement or make available in order that the Services provided in

Proposal to this RFP be in compliance with applicable accessibility standards under the AODA and its regulations, including but not limited to:

- Any training that has been, or will be, provided to Proponent’s staff;
- All policies implemented by Proponent in respect of the AODA and its regulations;
- Identified barriers to accessing Services for removal or mitigation of such barriers;
- Feedback procedures that will allow TAF to identify concerns; and
- Processes or procedures to deal with ongoing identification and removal of barriers

The Agreement shall require that the successful Proponent provide all Services in accordance with the AODA and its regulations. This legislation can be accessed through the following link to the Government of Ontario’s website: www.ontario.ca/laws/statute/05a11

4.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the CFTA or Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement (“CETA”) or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFQ. For more information, please refer to the CFTA website at <https://www.cfta-alec.ca/> or to the CETA website at <http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng> or the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.ontario.ca/business-and-economy/trade-and-cooperation-agreement-between-ontario-and-quebec>.

4.9 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <https://ised-isde.canada/site/competition-bureau-canada/en>, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

4.10 Governing Law and Interpretation

The Terms and Conditions of RFP Process:

- a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

-
- b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
 - c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – RFP PARTICULARS

A. PURPOSE

The Atmospheric Fund (“TAF”) is seeking a qualified vendor to provide ongoing Creative and Website Services on an as-needed basis, including website management, graphic design, data visualization, branding, and campaign strategy support. The selected vendor will support TAF’s efforts to communicate its initiatives and impact effectively while maintaining high standards of quality, accessibility, and performance.

This services agreement will cover a three-year term, with an option of a two-year extension based on performance and mutual agreement.

B. BACKGROUND

The Atmospheric Fund (“TAF”) has an In-house “Campaigns & Communications” team comprising of four staff: Vice President, Senior Manager, Manager and Co-ordinator. E-news and social media content, communications analytics, campaign strategy, Media/PR, event planning, copywriting and basic design are all generally done in-house, though our capacity can sometimes feel constrained by our ideas!

We have worked with creative services firms in recent years to extend our team’s capacity, and particularly to support our website and digital content, branding, production of major creative assets (e.g. reports, campaign materials) and effectively continue to ensure our communications are highly engaging for our target audience.

This RFP is to help us establish a renewed relationship for the coming years of our work.

C. SCOPE OF WORK

The successful Proponent will provide the following services:

1. Existing Website Security and Maintenance (ongoing)
 - a. Security updates for platforms and plug-ins
 - b. Ensuring accessibility compliance
 - c. Troubleshooting technical issues
 - d. Responding to change requests.
 - e. Monitoring and improving website performance (e.g. loading speeds)
2. CRM Integration Support (ongoing)
 - a. Assist with integrating WordPress-based web forms (via Gravity Forms) with MailChimp and Salesforce.

3. Interactive Web-Based Reporting (1 per year)
 - a. Design and development of the Annual Carbon Emissions Inventory (i.e. carbon.taf.ca).
 - b. Translating excel-based data tables into meaningful charts, graphs, and data visualizations.
 - c. Graphic design for website, email, and social media assets.
 - d. Review and editing of campaign copy.
4. Design of Reports (5 – 8 per year)
 - a. Impact reports (e.g. [Impact Report 2023](#))
 - b. Annual plans (e.g. [Annual Plan for 2024](#))
 - c. Policy briefs (e.g. [Extreme Heat Bylaws](#))
 - d. Technical guides (e.g. [Ontario Electricity Emissions Factors and Guidelines](#))
5. Illustration and Graphic Design (2-3 per month)
 - a. Produce custom infographics and visual elements for newsletters or blog posts.
6. Program Branding and Marketing Support (1 – 2 per year)
 - a. Design/steward brand identity, website, and other marketing materials for new TAF programs (e.g. [Retrofit Accelerator](#), [EV Station Fund](#))
7. Campaign Strategy and Website Layouts (3 – 4 per year)
 - a. Provide creative support and content for campaigns (e.g. [Save Green Development Standards](#))

Specific Projects will be mutually agreed upon by TAF and the vendor over the course of the contract. For each Project, the objective, maximum number of hours, tasks and deliverables will be documented in a Project-Specific Scope of Work.

D. ANTICIPATED PROJECT SCHEDULE

N/A

E. MANDATORY SUBMISSION REQUIREMENTS

1. Introductory Letter (Max 3 Pages)

Each proposal must include an introductory letter that provides the following information:

- An Introduction about the Proponent i.e. Organization's Background, Areas of expertise relevant to the Scope of Work, etc.

- An explanation of your interest in the Scope of Work.
- A description of your understanding of the Scope of Work / Project.
- An explanation of how you will ensure the continuity of staff resources, consistency of service, and quality timelines of work throughout the contract term.

Please note that this submission will form the basis on which the Rated Criteria Category **“Project Understanding”** of the Evaluation Matrix will be evaluated.

2. Submission Form (Appendix C)

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

3. Pricing (Appendix B)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix B).

4. Reference Form (Appendix D)

Each proponent must provide three (3) references that complies with the instructions contained in Reference Form (Appendix D) from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last five (5) years.

References will only be checked on the highest ranked proponent, on a pass/fail basis. If the highest ranked proponent fails the Reference Check process, TAF will move to the next highest ranked proponent.

Proponents who do not successfully pass the Reference Check process will not be considered for award, and TAF will have no further obligations to any proponent that does not successfully pass the Reference Check process.

Please note that TAF cannot be used as one of the references in your submission.

F. ADDITIONAL SUBMISSION REQUIREMENTS FOR EVALUATION

1. Proponent Team Profile

- Provide an organizational chart or diagram that describes the overall team, organizational structure, line of communication, etc.;
- Please also list all core members of the Proponent Team with their respective roles and responsibilities who will be providing the Deliverables;

2. Proponent Experience and Qualifications

- Provide three (3) example projects or work samples (maximum three (3) pages per project for a maximum total of nine (9) pages) delivered by the Proponent in last five (5) years to demonstrate Proponent's relevance to the Scope of Work
- Statement of Qualification/CVs/Outline of Experience of each core member of the Proponent Team providing the Deliverables to demonstrate Proponent's skills, knowledge, and experience.
- Please also provide proof of the relevant professional accreditations and certifications.

3. Commitment to Environment / Sustainability

- Describe the sustainability, environmental and/or carbon reduction initiatives currently in place your organization, internally (i.e. for staff and org) and externally (for/with clients, partners or wider industry).
- Tell us about any sustainability-related certifications or training you have received. Please indicate if you are a member of Clean Creatives.
- If available, please share the most recent sustainability report for your organization.
- Please disclose any fossil fuel clients you are working with or recently worked with. This disclosure is for informational purposes only and will not, in and of itself, disqualify any proponent.

4. Commitment to Social Values

As part of TAF's commitment to Social Procurement, we include social value criteria in our evaluation of proposals

- Describe any policies you have in place to ensure adequate representation in your team and your firm's work, such as equity, diversity and inclusion awareness, staff training or audience research.
- Please describe how your firm demonstrates a commitment to open, fair, inclusive and transparent operations.
- Tell us about any certifications or programs your organization or team are a part of.
- Please describe if your firm has commitments or programs to work especially with businesses owned by equity-seeking communities; social enterprises and/or sourcing for local labour, materials and services. Tell us about how your firm monitors and measures social and community value, internally (e.g. diversity metrics for the organization) and externally.

G. MANDATORY TECHNICAL REQUIREMENTS

N/A

H. PRE-CONDITIONS OF AWARD

N/A

I. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria for submissions of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. The response to each rated requirement should:

1. Be complete (bullet point format is acceptable).
2. Be concise and factual; and
3. Demonstrate the Proponent's understanding of TAF's business needs by providing answers validating its capabilities.

EVALUATION MATRIX			
Rated Criteria Category		Weighting (Points)	Minimum Threshold
Mandatory Submission Requirements		Pass/Fail	N/A
1.0	Project Understanding	20	-
2.0	Proponent Team Profile	20	-
3.0	Proponent Experience and Qualifications	30	-
4.0	Pricing (See Appendix B for details)	20	-
5.0	Commitment to Environment / Sustainability	5	-
6.0	Commitment to Social Values	5	-
Interview (Optional)		-	-
References		Pass/Fail	N/A
Total		100 Points	Total Points

In applying scores through the evaluation process, evaluators should note that proposals are evaluated against the Evaluation Team's expectations of what are acceptable responses to the criteria.

For consistency, the following table describes the characteristics attributable to particular scores for all **Rated Criteria Category** except Pricing.

SCORING CHARACTERISTICS	
Score (Out of 10 Points)	Characteristics
No Marks 0 Points	Submission demonstrates no understanding of the requirements; criterion is absent from submission
Below Mid-point 1 – 3 Points	Submission is not adequate; misses some key requirements
Mid-point 4 – 6 Points	Submission meets basic expectations and requirements
Above Mid-point 7 – 9 Points	Submission substantially meets expectations and requirements
Full Marks 10 Points	Submission meets and exceeds expectations and requirements, clearly demonstrates an understanding of requirements and details how goods and services will be provided to meet stated standards/expectations/service levels

In the "**Scoring Characteristics**" table above, each score is out of 10. The final score is adjusted based on the weighting in the Evaluation Matrix.

[End of Appendix A]

APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- a) Proponents should provide the pricing information requested as per Section 3 (“**Required Pricing Information**”).
- b) Prices must be provided in Canadian Dollars, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- c) Prices quoted by the proponent must be all-inclusive and must include all design, labour, and material costs, all travel and carriage costs, all insurance costs, and all associated vendor expenses including but not limited to all applicable taxes, overheads, profits and any fees or other charges required by law.
- d) No allowances or extra consideration on behalf of the Vendor will be allowed by the Agency by reason of additional costs, damages or other difficulties incurred by the Vendor for failure to have fully investigated and determined conditions affecting the work.
- e) The Vendor may from time to time be required to perform works for which there is not suitable unit price item in the proposal documents. These works will be done on a time and material basis. The Vendor shall in all cases obtain written authorization from the Agency prior to proceeding with such works.

2. Evaluation of Pricing

Pricing will be evaluated based on:

- Competitiveness and reasonableness of hourly rates
- Total estimated cost for the sample work package
- Clarity and flexibility of the pricing structure
- Any value-added pricing considerations (e.g., retainer discounts, bundled pricing)

3. Required Pricing Information

Proponents are required to provide a detailed pricing proposal that outlines their fee structure for the proposed services over the three-year term. Given the variable nature of the work, pricing should be structured in a way that allows for transparency, comparability, and flexibility.

A. Hourly Rate Schedule

Proponents must submit a rate sheet that includes:

- Hourly rates for all relevant roles (e.g., project coordinator, creative lead, graphic designer, web designer, copywriter, etc.).
- Any volume discounts or blended rates, if applicable.
- Additional fees (e.g., rush work, revisions beyond agreed scope, travel expenses).

B. Pricing Model for Recurring and Ad-Hoc Work

Proponents should describe their pricing model for:

- Recurring services (e.g., monthly retainers, package pricing)
- Ad-hoc project work (e.g., hourly rates, fixed pricing for common deliverables)
- Any discounts for multi-year engagements or long-term commitments

C. Not-to-Exceed Pricing (Optional)

If applicable, proponents may propose a not-to-exceed pricing model for specific services or a cap on annual increases to rates over the three-year term.

[End of Appendix B]

APPENDIX C – SUBMISSION FORM

1. Proponent Information

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

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix B) in particular. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

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

6. No Prohibited Conduct

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

7. Conflict of Interest

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

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

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

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

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

8. Disclosure of Information

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX E – REFERENCE FORM

REFERENCE #1
<p style="text-align: center;">REFERENCE CONTACT INFORMATION</p> <p>Name: Organisation: Title: Email: Phone Number:</p>
<p>Project Name:</p> <p>Value of the Project:</p> <p>Contract Period:</p>
<p>Description of the Project:</p>

REFERENCE #2	
REFERENCE CONTACT INFORMATION	
Name:	
Organisation:	
Title:	
Email:	
Phone Number:	
Project Name:	
Value of the Project:	
Contract Period:	
Description of the Project:	

REFERENCE #3	
REFERENCE CONTACT INFORMATION	
Name:	
Organisation:	
Title:	
Email:	
Phone Number:	
Project Name:	
Value of the Project:	
Contract Period:	
Description of the Project:	

APPENDIX E: SERVICE AGREEMENT

SERVICE AGREEMENT

THIS AGREEMENT is made effective the ____ day of _____, 20__ (the “**Effective Date**”).

BETWEEN:

CONTRACTOR

(hereinafter called the “**Contractor**”)

- and -

TORONTO ATMOSPHERIC FUND

(hereinafter called “**TAF**”)

BACKGROUND

- A. **WHEREAS** both TAF and the Contractor are committed to advancing low-carbon solutions in the urban context;
- B. **AND WHEREAS** TAF wishes to engage the Contractor to perform the services set out in this Agreement; and
- C. **AND WHEREAS** the Contractor has agreed to perform such services for TAF upon the terms and conditions of this Agreement;

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

ARTICLE 1: SERVICES

1. The Contractor shall provide to TAF the services (the “Services”) set out in Schedule A, Scope of Work. The Contractor shall provide the Services in accordance with this Agreement and in accordance with any additional instructions which may be given by TAF from time to time. The Contractor shall not subcontract the Services without prior written consent of TAF.
2. The Contractor shall provide the Services: (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licences, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in the Contractor’s field; and (e) to the reasonable satisfaction of TAF.
3. Nothing in this Agreement shall be construed to prevent TAF from itself performing or from receiving services from other providers that are similar or identical to the Services.
4. Pursuant to Article 4, TAF may take possession of and use any completed or partially completed portions of the work undertaken in performance of the Services. TAF or persons authorized by TAF may, at all reasonable times, inspect or otherwise review the progress of the said work.

ARTICLE 2: TERM AND TERMINATION

1. The term of this Agreement begins on the Effective Date, and continues until the completion of the project outlined in Schedule A, or until terminated in accordance with the provisions of this section.
2. TAF reserves the right to terminate this Agreement without cause, for any reason, including but not limited to the loss of funding from a funder of TAF, on 14 days’ written notice to the Contractor.
3. The failure of either party to perform any of its respective obligations under this Agreement, which failure is not remedied within 10 days of receipt of notice from the non-defaulting party requiring the failure to be remedied, or either party’s insolvency, voluntary or involuntary bankruptcy, receivership or assignment for the benefit of creditors will entitle the other party, without limiting any of their other rights or remedies, to terminate this Agreement without penalty.

4. The Contractor reserves the right to terminate this Agreement without cause, for any reason, on 30 days' written notice to TAF.
5. Upon termination of this Agreement, TAF will pay all amounts due and owing to the Contractor for Services performed to the date of termination. The Contractor will not be entitled to any other remuneration in respect of the termination of this Agreement by TAF.
6. Upon termination of this Agreement, the Contractor shall promptly: (a) deliver to TAF all documents, work product, and other materials, whether or not complete, prepared by or on behalf of the Contractor in the course of performing the Services; (b) return to TAF all TAF-owned property, equipment, or materials in its possession or control; (c) remove any Contractor-owned property, equipment, or materials located at TAF's office or other locations; (d) deliver to TAF all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on TAF's confidential information; (e) provide reasonable cooperation and assistance to TAF in transitioning the Services to an alternate service provider; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services that have not been provided; (g) and permanently erase all of TAF's Confidential Information (defined below) from the Contractor's computer systems.
7. Where TAF has loaned the Contractor any matter or thing to assist the Contractor in respect of the performance of this Agreement, the Contractor shall return any and all such matters or things in as good condition as when received by the Contractor, reasonable use therefore excepted, upon the termination of this Agreement or as soon as practicable after such matters or things have served their purpose, whichever first occurs. Where the Contractor fails to return any matter or thing loaned by TAF, in addition to any other remedy, TAF may deduct the cost or replacement therefor from any moneys otherwise payable to the Contractor under this Agreement.

ARTICLE 3: REMUNERATION

1. In consideration of the performance of the Services in accordance with this Agreement, TAF will pay the Contractor the fees as set out in Schedule A (the "**Service Fees**"). The Service Fees will be due and payable within 30 days of the completion of the project, or as otherwise agreed to between the parties. The Service Fees are inclusive of the cost of all materials used for the provision of the

Services. At any time, TAF and the Contractor may amend the Service Fees, the Services, and/or the deliverables, subject to their mutual approval.

2. TAF will not reimburse the Contractor for any cost or expenses incurred by the Contractor in the performance of the Services unless specifically set out in Schedule A or agreed to in advance in writing.

ARTICLE 4: INTELLECTUAL PROPERTY

1. The parties acknowledge and agree that, subject to and in accordance with this Article 4, all original work created or produced by the Contractor in the course of providing the Services (the "Work Product") and all intellectual property rights therein are the property of TAF. The Contractor agrees to and does hereby expressly and irrevocably assign to TAF all right, title, and interest (including ownership of copyright) in the Work Product. Further, if during the course of providing the Services, the Contractor develops any Work Product that is protected by copyright, the Contractor hereby waives unconditionally any moral rights it may have in such Work Product, and if applicable, the Contractor shall cause its personnel, or any subcontractors and their personnel, to waive their moral rights.
2. TAF acknowledges and agrees that the Contractor has developed and will continue to develop certain underlying processes, concepts and ideas, techniques, skills, and know-how, and may have developed or purchased technology licences, independently of any activity undertaken by the Contractor hereunder (collectively, the "**Background Information**"), and that (i) the Background Information and all intellectual property rights therein shall remain the property of the Contractor or its respective owner; and (ii) the Background Information, along with information of general public knowledge, is not included in the transfer of rights in the Work Product contained in Article 4.1. The Contractor agrees to grant to TAF an irrevocable, royalty-free, perpetual, worldwide, non-exclusive, sublicensable licence to any Background Information necessary for TAF to fully use the Work Product.
3. The Contractor warrants that no Work Product or Background Information will infringe or otherwise violate any patent, copyright, trademark, trade secret, or other proprietary right of any third party and confirms that no consents of any other parties are necessary under any agreements concerning any of the Work Product or any Background Information in order for the transfer, assignment, and license of any of the intellectual property rights in the Work Product and Background

Information to be effective. The Contractor shall not incorporate into any Work Product anything that would restrict the rights of TAF to modify, further develop or otherwise use the Work Product in any way that TAF deems necessary, or that would prevent TAF from entering into any contract with any contractor or consultant other than the Contractor for the modification, further development or other use of the Work Product.

ARTICLE 5: CONFIDENTIALITY

1. For the purpose of this Agreement, “Confidential Information” means all non-public information belonging to TAF, including all strategic, technical, corporate, financial, economic, legal or other information or knowledge generally concerning TAF or any of its affiliates, subsidiaries or other parties in which it has an ownership interest, or specifically concerning the Services, whether disclosed orally, or in the form of written material, computer data or programs, and includes trade secrets, computer programs, code, methods, techniques, processes, computer applications, information about or relating to grantees and/or customers of TAF and financial information, however obtained, and whether obtained before or after the execution of this Agreement. Confidential Information does not include information that:
 - (a) is disclosed lawfully to the Contractor by a third party who has no obligation of confidentiality to TAF with respect to the disclosed information;
 - (b) is or becomes generally known to the public, other than by a breach by the Contractor of its obligations under this Agreement; or
 - (c) is obligated to be produced under order of a court of competent jurisdiction or similar requirement of a government entity, so long as prior notice of such order or requirement is provided to TAF and the Contractor co-operates to the extent reasonable in preserving its confidentiality.
2. The Contractor acknowledges and agrees that the Confidential Information is the property of TAF and that the Contractor will use the Confidential Information only for the purpose of performing the services under the Services Agreement. The Contractor will maintain the Confidential Information in strict confidence and will not disclose Confidential Information to any employee, except to the extent necessary to perform the Services, or to any third party, except with the prior written consent of TAF. The Contractor agrees that it will inform its employees

performing the Services of the confidential nature of the Confidential Information and will ensure that those employees maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement. The Contractor will cause each of its employees, and any third party to whom the Confidential Information is disclosed with the consent of TAF, to execute and deliver a written confidentiality agreement obliging such employee or third party to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement.

3. Upon termination of this Agreement or otherwise upon the request of TAF, the Contractor will deliver to TAF all copies, whether written, in the form of computer data or otherwise, of all Confidential Information in the possession of the Contractor or other parties to whom the Contractor has provided Confidential Information. Neither the Contractor nor any parties to whom the Contractor has provided confidential Information will retain copies of any Confidential Information.

ARTICLE 6: DISPUTE RESOLUTION AND INJUNCTIVE RELIEF

1. In the event of a dispute claim, question or disagreement arising from or relating to this Agreement or the breach thereof (individually and collectively, "**Dispute**") the parties shall use reasonable efforts to attempt to resolve the Dispute. If the parties do not reach such a solution (or agree in writing to mediate the Dispute), within a period of 45 days, then, upon notice by either party to the other party, and prior to taking any other legal actions, all Disputes shall be finally settled by arbitration pursuant to the Arbitration Act of Ontario before a single arbitrator, selected by the parties or appointed (in the event the parties cannot agree). The arbitration shall be held in Toronto, Ontario. The arbitrator's decision shall be final and binding. The arbitrator shall issue a written decision setting forth in reasonable detail the basis for the decision. The arbitrator shall have no authority to award damages inconsistent with this Agreement or punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute, and the parties hereby expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitrator shall award to the prevailing party, as determined by the arbitrator and if any, all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees. The arbitral award may be entered in any court having jurisdiction. All aspects of the arbitration will be final.

2. Notwithstanding sub-paragraph 6.1, the Contractor hereby recognizes that violation, breach or anticipated breach of the Confidential Information obligations and/or the Intellectual Property obligations of this Agreement may cause serious and irreparable harm to TAF for which an action in damages may not be a sufficient remedy. Consequently, the Contractor recognizes that TAF may, in addition to an action in damages, have the right to take the appropriate proceedings to obtain an interlocutory or permanent injunction in any jurisdiction of its choice as soon as possible as a necessary remedy to enjoin any further breach or anticipated breach by the Contractor and without prejudice to the rights of TAF to obtain damages.

ARTICLE 7: IMDEMNIFICATION

1. The Contractor agrees to indemnify, defend, and save harmless TAF, and its directors, officers, employees, agents, successors, and permitted assigns (collectively, the "Indemnified Party") from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs, and expenses (including reasonable legal fees and disbursements) suffered or incurred by the Indemnified Party that are related directly or indirectly to: (i) the provision of the Services under this Agreement; (ii) any inaccuracy of any representation or warranty of the Contractor contained in this Agreement or in any document delivered pursuant to this Agreement; (iii) any negligence or willful misconduct of the Contractor; (iv) any breach or non-performance by the Contractor of any covenant to be performed by it that is contained in this Agreement or in any document delivered pursuant to this Agreement; and (v) any breach or alleged breach by the Contractor of the intellectual property rights or privacy rights of any person, including TAF. The Contractor shall not enter into any settlement without TAF's or an Indemnified Party's prior written consent.
2. In no event will either party be liable for any special, consequential, incidental or indirect damages of any kind, howsoever caused, whether for breach of warranty, breach or repudiation of contract, tort, negligence or otherwise, even if the other party has been advised of the possibility of such loss. In no event shall either party be liable for any loss of profits, loss of business or goodwill.
3. The limitations of liability in section 7.2 shall not apply to any claims of third parties to the extent caused or contributed to by the Contractor, or to claims that arise from fraud, fraudulent misrepresentation, wilful misconduct, abandonment, corruption, or the criminal conduct of employees, officers, or directors of the Contractor or any related party.

ARTICLE 8: CONFLICT OF INTEREST

The Contractor warrants that it, its partners, directors, officers, employees, agents, contractors, subcontractors and volunteers shall not during the term of this Agreement provide any services to any person, corporation, body, group or organization where the provision of such services, actually or potentially, creates a conflict of interest with the provision of the Services pursuant to this Agreement, without the Contractor first disclosing to TAF the actual or potential conflict of interest and obtaining the express prior written consent of TAF to perform such work, which approval may not be unreasonably withheld.

ARTICLE 9: REPRESENTATIVES AND NOTICES

Any power, right or function of TAF contemplated by the Agreement may be exercised by the representatives named in sub-paragraph 9.3 and when so exercised shall be deemed to be the act of TAF.

The Contractor's representative shall be:

Name:

Address:

Phone:

Email:

TAF's representative shall be:

Name: Julia Langer, CEO

Address: Toronto Atmospheric Fund
Metro Hall (C/O Union station, 2nd Floor East Wing)
55 John Street
Toronto, Ontario M5V 3C6

Phone: 416-392-0253

Email: jlanger@taf.ca

1. All communications shall be given by or to the respective parties through the above individuals. The representatives of each party may be changed or substituted by notice to the other party of the name and address of the substitute representative.
2. All notices shall be in writing and shall be sufficiently given if personally delivered or mailed by pre-paid registered mail to the other party at the address shown above, in which case it shall be deemed to have been received on the 5th business day after it was mailed. Day-to-day communications may also be delivered by fax or electronic transmission, in which case they shall be deemed to have been received on the first business day following transmission.

ARTICLE 10: GENERAL

1. Compliance with laws. The Contractor is in compliance with and shall comply with all applicable laws, regulations and ordinances. The Contractor has and shall maintain in effect all the licences, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
2. No Waiver. The failure by TAF to insist in one or more instances upon the performance by the Contractor of any of the terms or conditions of this Agreement shall not be construed as a waiver of TAF's right to require future performance of any such terms or conditions, and the obligations of the Contractor with respect to such future performance shall continue in full force and effect. A waiver is binding on TAF only if it is in writing.
3. Assignment. The Contractor shall not assign this Agreement or any part thereof, without the prior written approval of TAF which approval may not be unreasonably withheld.
4. Survival. Upon termination of this Agreement, all rights and obligations of the parties shall cease, except: (i) such rights and obligations as may have accrued on or prior to the date of termination of expiration; and (ii) under any provision of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to survive, including in respect of confidentiality, intellectual property, liability, and indemnification.
5. Force Majeure. A party shall not be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or

delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, tsunami, epidemics, pandemics including the 2019 novel coronavirus pandemic (COVID-19), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of a party.

6. Enurement. This Agreement will enure to the benefit of and will be binding upon the successors and permitted assigns of the parties.
7. Entire Agreement. This Agreement embodies the entire Agreement with regard to the matters dealt with and supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.
8. Amendments. No change to or modification of this Agreement shall be valid unless it is in writing and signed by TAF and the Contractor.
9. Severability. If any provision of this Agreement or any covenant herein contained on the part of either party shall be determined to be invalid or unenforceable it shall not affect the validity of any provision or covenant hereof or therein contained.
10. Governing Law. This Agreement shall be construed in accordance with the laws of the Province of Ontario, Canada.
11. Headings. The headings which precede the paragraphs of this Agreement are merely for the assistance of the reader and do not affect the meaning, effect or construction of the Agreement.
12. Technical Meanings. Whenever words which have well-known technical or trade meanings are used in this Agreement, they are used in accordance with such recognized meanings.

13. No contra proferentem. This Agreement has been negotiated by each party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party does not apply to the construction or interpretation of this Agreement.
14. Relationship between the parties. The relationship established between TAF and Contractor by this Agreement is that of purchaser and vendor of services. Nothing contained in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent between TAF and Contractor. It is understood that Contractor is an independent contractor, and neither it nor any of its agents or employees shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of TAF.
15. Authority to enter into Agreement. Each party stipulates that it has full authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of the named party is properly authorized to sign it, and each party further acknowledges that it has read this Agreement, understands and agrees to be bound by it.
16. Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed as of the date first above written.

CONTRACTOR

Per:

Name:

Title:

I have authority to bind the Corporation

TORONTO ATMOSPHERIC FUND

Per:

Name: Julia Langer

Title: CEO

I have authority to bind the Corporation

SCHEDULE A

Scope of Work

Objective

Provide...

Services and Deliverables

Provide...

Remuneration and Billing

For the Services and Deliverables, TAF shall pay the contractor up to \$xx plus any applicable taxes for conducting activities relating to the Scope of Work in this Appendix.

Services will be billed at the quoted rate of \$xx/hour.

TAF may be invoiced on a monthly basis for work completed, clearly noting the number of hours for each task during the billing period.