



Request for Proposal

EV Charging System supply and management in GTHA multi-family buildings

Request for Proposal No.: 2025-TAF-06

RFP Issued: Wednesday, June 18, 2025 (11:00 AM EST)

Submission Deadline: Wednesday, July 16, 2025 (3:00 PM EST)

SUMMARY SHEET

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|--------------------------------|---|
| Bid Category: | Accelerating EV Uptake |
| Bid Type: | Request for Proposal (RFP) |
| Bid Number: | 2025-TAF-06 |
| Bid Title / Name: | EV Charging System supply and management in GTHA multi-family buildings |
| Bid Status: | Open |
| Bid Issue date: | Wednesday, June 18, 2025 (11:00 AM EST) |
| Bid Description: | <p>The Atmospheric Fund (“TAF”) is seeking to enter into a service agreement with a Charging Service Provider (CSP) for an extended program to provide electric vehicle supply equipment (EVSE) in up to 11¹ multi-unit residential buildings (MURBs) in Toronto, Burlington, and Mississauga and to operate and maintain them over the long term.</p> <p>EVSE must be compatible with 100% EV-ready design, meaning all in-use resident parking spaces will be equipped with an energized outlet to support the easy installation of future Level 2 chargers, and support Electric Vehicle Energy Management Systems (EVEMS). The proponent will work with electrical engineering firm(s) and electrical contractor(s) to ensure compatibility.</p> <p>An estimated 490 Level 2 chargers (“Day 1” installations) will be required initially, with additional chargers connected to the EV-ready infrastructure in each of the MURB parking lots as EV adoption among residents increases in the coming years. A connection fee, payable to TAF, will be apply to any chargers added to the system after the initial “Day 1” installations.</p> |
| Deadline for Questions: | Monday, June 30, 2025 (5:00 PM EST) |
| Deadline for Issuing Addendum: | Monday, July 7, 2025 (5:00 PM EST) |
| Public Opening: | No |
| Submission Deadline: | Wednesday, July 16, 2025 (3:00 PM EST) |
| Anticipated Award Date: | Friday, August 8, 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 |
| 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:

“Addendum” means an attachment to the RFP that modifies the terms and conditions of the original RFP. **“Addenda”** is the plural form of Addendum.

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

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

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. 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” has the meaning set out in Subsection 4.4.1.

“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 the individuals designated by TAF as being responsible for evaluating the proposals.

“Goods” means 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.

“GTHA” refers to the Greater Toronto and Hamilton Area.

“Person” means any individual, partnership, corporation, association, organization, trust, members of a joint venture, or any other entity.

“Personal Information” means recorded information about an identifiable individual or that may identify an individual, but does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.

“Proposal” means all the documentation and information submitted by a Proponent in response to this RFP and, as the context may suggest, refers to a bid, quote or submission.

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

Rated Criteria means those criteria indicated in Section H 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 as the RFP Contact in Section 1.3. The RFP Contact is an employee of TAF, leading the RFP process.

“Services” means the services intended to be procured pursuant to this RFP.

“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 a Person that is capable of providing the Deliverables including but not limited to a consultant, contractor and vendor.

“Submission Deadline” means Submission Date and time as set out in Section 1.4 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.

“TAF” means The Atmospheric Fund.

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may or may appear to result in it gaining an unfair advantage over other Proponents, including but not limited to

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- (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 results or could be seen to 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

TAF is a regional climate agency that invests in low-carbon solutions for the GTHA and helps scale them up for broad implementation. We are experienced leaders and collaborate with stakeholders in the private, public and non-profit sectors who have ideas and opportunities for reducing carbon emissions. We advance the most promising concepts by investing, providing grants, influencing policies and running programs. We are particularly interested in ideas that offer benefits beyond carbon reduction such as improving people's health, creating new green jobs, boosting urban resiliency, and contributing to a fair society. TAF is a proud member of the Low Carbon Cities Canada (LC3) network.

For the GTHA to be carbon neutral by 2050, much needs to be done, and quickly. TAF is focused on enabling the acceleration and scale-up of low-carbon solutions so that we reach that goal.

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 **"EV Charging System supply and management in GTHA multi-family buildings"** as further described in 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

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|-------------------------------|---|
| Bid Issue Date: | Wednesday, June 18, 2025 (11:00 AM EST) |
| Deadline for Questions: | Monday, June 30, 2025 (5:00 PM EST) |
| Deadline for Issuing Addenda: | Monday, July 7, 2025 (5:00 PM EST) |
| Submission Deadline: | Wednesday, July 16, 2025 (3:00 PM EST) |
| Anticipated Award Date: | Friday, August 8, 2025 (4:00 PM EST) |
| Tentative Contract Start: | August 2025 |

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

1.5 Service Agreement

The Top-Ranked Proponent will be invited to enter into an agreement in the form set out in Appendix E (the “Service Agreement”).

This Service Agreement will cover a 5-year term, with an option of up to 2-year extension based on performance and mutual agreement.

[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 Proposal Irrevocability

All Proposals shall be irrevocable and open for acceptance for a period of 90 days following the date of the Submission Deadline.

2.4 Proposals to be Submitted on Time

Proposals must be uploaded and submitted through Bonfire 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.

2.5 Proposals to be Submitted in Prescribed Format

Proposals should be prepared in the file formats listed under "Requested Information" on 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 receipt with a unique confirmation number upon submitting their Proposal to the Bonfire Portal.

2.6 Completeness of Proposals

By submitting the Proposal, the Proponent confirms that its proposal is complete, accurate and meets the requirements set out in this RFSQ.

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.

2.7 Amendment of Proposals

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

2.8 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, the Proponent should un-submit the Proposal through TAF's Bonfire Portal.

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

2.9 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 may include other stakeholders at TAF's discretion.

The Evaluation Team may, at its sole discretion, retain members or advisors as it deems appropriate. The Evaluation Team will determine which Proposal or 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 carry out the Evaluation of Proposals in the following stages:

- Stage I – Mandatory Submission Requirements
- Stage II – 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 D 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 Section H of the RFP Particulars (Appendix A).

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

Additionally, TAF may invite Proponents to participate in a 1-hour interview as part of the evaluation process.

3.3 Evaluation Matrix

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

3.4 Ranking and Selection

Based on the evaluation of the Proposals, the Proponent or 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 **Evaluation of Proposals** will be so notified by TAF in writing.

3.6 Service Agreement

The Top-Ranked Proponent then would enter into an **Agreement** based on the Service Agreement included in the RFP (Appendix E).

TAF understands that changes to the Agreement may take place as agreed upon by both parties. There is no guarantee of any volume of service being purchased by TAF.

[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 must structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, the Proposal should reference the applicable Section numbers of this RFP.

4.1.2 No Incorporation by Reference

The entire content of the 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 Persons.

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 work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response 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

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

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 the Proposal meets the Mandatory Submission Requirements set out in Section D of the RFP Particulars (Appendix A).

TAF without liability, costs or penalty and 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, the 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 for procurements valued at \$121,200 or more, and after receipt of a notification of the outcome of the RFP process. All requests for a debriefing must be submitted in writing to the RFP Contact and must be made within

sixty (60) days of such notification. At TAF's sole discretion, a debrief may be granted based on the request.

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

4.3.3 Bid 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 requested a debriefing, the Proponent shall submit a written protest via email (a "Bid Protest") to RFP Contact within ten (10) calendar days from such a debriefing.

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

A Bid 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 RFP provision and/or procurement procedure;
- A precise statement of other relevant facts;
- An identification of the issue or issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

For the purpose of a Bid Protest under this RFP, the Bid Protest shall be recorded and acknowledged by the RFP Contact in a prompt manner. A Response to the Protest will be prepared by TAF and may involve such personnel at an appropriate level as are reasonably required to provide a response to the Bid Protest. TAF may seek clarification before providing a response to the Bid Protest.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

The Proponent must declare all actual and potential Conflicts of Interest relating to the preparation of its Proposal, and/or in performing the contractual obligations contemplated in this RFSQ. 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 its Proposal, and (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

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

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- (a) in relation to the RFP process, the Proponent or could be perceived to have an Unfair Advantage or engages in conduct, directly or indirectly, that may give it or may be perceived to 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.

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 Publicity or Promotion

No Proponent, including any selected Proponent, shall make any public announcement or distribute any documents or information regarding this RFP or otherwise to promote

itself in connection with this RFP or any arrangement entered under this RFP without the prior written approval of TAF.

In the event that a Proponent, including any selected 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, TAF shall be entitled to take all reasonable steps it deems necessary, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false or misleading impression which may have been created.

4.4.7 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).

4.4.8 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, false or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

4.4.9 Past Performance or Past Conduct

TAF may prohibit any Person 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 Person 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 preparing a response 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 and Personal Information

Proponents are advised that the disclosure of information received in the 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 personal information in their Proposal 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 confidential or personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

4.5.3 Non-Disclosure Agreement

Proponents are advised that TAF reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to TAF regarding its confidential information.

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:

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- (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 the 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 is complete.

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 any 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 compliant with the *Accessibility for Ontarians with Disabilities Act, 2005* (the “**AODA**”) and its regulations, to the extent applicable. Proponents are required to comply with the AODA and its regulations, and 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, the Proponent must describe all measures that the Proponent intends to implement or make available in order that the services, including the Deliverables, provided in response 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, including the Deliverables, 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 Canadian Free Trade Agreement (“**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 RFP. 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 website 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 this RFP:

- 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

SECTION A: PURPOSE

The Atmospheric Fund (“**TAF**”) is seeking to enter into a service agreement with a Charging Service Provider (CSP) for an extended program to provide electric vehicle supply equipment (EVSE) in up to 11¹ multi-unit residential buildings (MURBs) in Toronto, Burlington, and Mississauga and to operate and maintain them over the long term.

EVSE must be compatible with 100% EV-ready design, meaning all in-use resident parking spaces will be equipped with an energized outlet to support the easy installation of future Level 2 chargers, and support Electric Vehicle Energy Management Systems (EVEMS). The proponent will work with electrical engineering firm(s) and electrical contractor(s) to ensure compatibility.

An estimated 490 Level 2 chargers (“Day 1” installations) will be required initially, with additional chargers connected to the EV-ready infrastructure in each of the MURB parking lots as EV adoption among residents increases in the coming years. A connection fee, payable to TAF, will be apply to any chargers added to the system after the initial “Day 1” installations.

The successful proponent will enter into a service agreement with TAF and participating building owners to support the procurement and ongoing operation and maintenance of the EVSE. The initial term of the agreement will be five years; it may be renewed or extended over a total term of up to 15 to 20 years, subject to performance and mutual agreement.

Additional work, including the potential scale-up of the EV-ready model with additional MURBs, may be considered through separate amendments or future procurements, as appropriate.

SECTION B: BACKGROUND

TAF is launching a pilot program to address the lack of comprehensive EV charging in MURBs – a critical gap in Canada’s electric vehicle (EV) charging landscape.

TAF worked with [Low Carbon Cities Canada](#) (LC3) and the [Green Municipal Fund](#) to commission a [detailed report](#) on comprehensive EV-ready retrofits by Dunskey Energy + Climate Advisors. This report shows that without comprehensive futureproofing, MURB owners will struggle to meet the EV charging demands of their residents over time, leading to higher costs, stranded assets and unequal access to charging facilities.

Rather than installing EV chargers using a piecemeal approach, this pilot will implement 100% EV-ready infrastructure. As a strategy to minimize capital expenditures, it is anticipated that most designs will feature load-sharing across branch circuits (e.g., five

EVSE sharing 50A branch circuits); some may also feature service monitoring, if required, to support charging within electrical constraints. For further details on these EVEMS control strategies and electrical configurations, see the Dunsky report noted above. Accordingly, networked (i.e., able to communicate over a communications network) EVSE are required. Outdoor parking lots will not be outfitted with EV-ready infrastructure or EVSE through this project.

A first tranche of EVSE will be installed in parking spaces used by residents that have EV charging needs now or expect to in the near future (“Day 1” installations), while other installations will be deferred until a future date when additional households acquire EVs. This phased approach allows for flexibility, reduces unnecessary upfront costs, easily accommodates residents’ growing demand for Level 2 charging equipment over time, and ensures that the infrastructure in participating buildings is ready to meet that growing demand in the future.

In total, we estimate that 2,009 parking spaces will be made ‘EV-ready’, with 490 “Day 1” Level 2 chargers installed in up to 11 buildings.

TAF will be procuring additional vendors to implement the project and will require the proponent to work with them in the following ways:

| Vendor | Vendor Role | Proponent Support Required |
|--------------------------|---|--|
| Electrical engineer(s) | Conduct site assessments and feasibility studies to determine a building’s suitability for the upgrades and installations and provide subsequent EV-ready design options. | Work with the engineer(s) to ensure that their information and communication technology (ICT) designs align with the proponent’s ability to support cellular and/or wireless coverage. Support engineer(s) in developing operational standards and checklists of required maintenance measures for the EV charging system. |
| Electrical contractor(s) | Complete the EV-ready electrical upgrades, install EVSE and work closely with the proponent to ensure the EVSE and EVEMS work seamlessly with the design. | Suggest criteria (if any) to inform which contractors can install/service their product, provide guidance and specifications regarding the installation of EVSE; recommend contractors to bid on installations Note: If the proponent offers electrical contracting services and intends to bid on the RFP for such services, they may state this intention and recuse themselves from the task listed above. |
| TAF | Manage overall project and relationships with building owners and vendors. | Provide recommendations and input to support TAF’s engagement with building owners. |

SECTION C: SCOPE OF WORK

1. Services

The successful Proponent will provide the following products and services. The proponent has the option of completing all required tasks independently or bidding jointly with relevant partners.

EVSE PROVISION & INSTALLATION

- Product specifications:
 - Products and materials must be sourced from / manufactured in countries with trade agreements with Canada. Information related to the country of origin for all infrastructure must be included. A comprehensive list of free trade agreements can be found [here](#). To be considered, the manufacturing country needs to have a free trade agreement with Canada that is “In Force”
 - All chargers must be certified for use in Canada and commercially available; networked/ability to communicate to a server; SAE J1772 standard (208/240v), SAE J1772 Combo (CCS), SAE J3400 (NACS)
 - EVEMS must integrate with building service/feeder monitoring (if/when the building ultimately electrifies space heat, hot water, cooking, etc.)
 - OCPP 1.6+ compliance & Open Charge Alliance (OCA) certification considered an asset
- Provide a warranty on parts and labour for both EVSE and EVEMS
- Clarify the extent to which the proponent will rely on Wi-Fi systems/alternative networking infrastructure, and its plan for ensuring the signal is strong enough (e.g., installation of boosters throughout the garage)
- Coordinate with engineer and contractor as necessary to secure necessary permits and compliance documents required for EV charging system installations in MURBs in Ontario
- Coordinate with engineer and contractor as necessary to ensure compliance with the Ontario Electrical Safety Code (OESC) and all relevant utility design standards and regulations
- Ensure that all charging stations are fully operational and accessible for users
- Supply TAF and building owners with appropriate closing-out documentation, including but not limited to manuals, warranty, specifications and other materials related to the charging system, Electrical Safety Authority (ESA) approval and checklist documents.

OPERATION & MAINTENANCE

- Uptime and functional availability commitments, with proof of uptime record and a target of 97% uptime. Proponent to provide a service level guarantee (i.e., timeframe to repair a broken charger/uptime requirement) which will be included in the Service Agreement. TAF will favour bids that propose recourse measures that incentivize the selected CSP to achieve its agreed service levels, such as discounts to any service fees, reduced EVSE costs, etc. Please propose the service levels and associated recourse your firm would commit to in the subsequent Service Agreement.
- Contribute to the development of operational standards and checklists of required maintenance measures for the EV charging system, the property or building systems, if and to the extent necessary to maintain the EV charging system.

ADMINISTRATION

The proponent's ongoing charging management system and network administration should include:

- Automated customer billing systems for electricity usage and network services, with the ability to directly bill either the apartment landlord / condo board or the individual tenant / condo owner, according to each building owner's preferences
- 24/7 customer support / troubleshooting hotlines and resources for building owners, operators, and residents; available through both web-based platforms and phone
- Suitable user authentication, access administration, and payment processes (e.g., available via a web app, fob, or card, with centralized administration for managing authorized users)
- Data provision and automated reporting tools
- Documentation of accessibility features for the EVSE and app, such as for visually impaired users or non-English speakers
- Ability to add a nominal monthly fee (e.g., \$1/charger/month) paid to TAF via Electronic Fund Transfer
- No charge for inactive EV chargers

ADVISORY

- Support procurement of electrical contractor(s) to lead the construction work and EVSE installation based on the detailed EV-ready electrical design prepared by the electrical engineer(s) (unless the proponent also intends to bid on the electrical contractor RFP)

- User training/onboarding: Offer training for building owners, TAF, management staff, and residents to help them understand how to use, manage and maintain EV charging infrastructure effectively. Proponent to address how this will be managed with resident turnover.

ONGOING EVSE MANAGEMENT

- In addition to the initial tranche of chargers, we anticipate that building owners and residents will want to connect many new chargers to the EV-ready infrastructure as EV adoption increases over the next 15-20 years. The CSP will have the exclusive right to provide all chargers over the course of its Service Agreement. All chargers installed must be compatible with the EVEMS system and program requirements.
- Whenever a new charger is connected to the EV-ready infrastructure in a participating building, the CSP will be required to advise TAF of the new connection, collect the connection fee that TAF will be charging to the building owner/resident, and remit the fee payment to TAF.
- TAF would like to understand the ability of the CSP to detect the use of Level 1 charging on any activated electrical outlets that do not have a Level 2 charger.
- The CSP will have the exclusive right to operate, maintain, and provide monthly charging management and billing services for the EVSE and EVEMS in participating buildings for 5 years. The Service Agreement may be renewed or extended for subsequent 5-year terms, throughout the total project term of 15 to 20 years, subject to performance and mutual agreement.

2. Buildings

Included below is a list of key details associated with the MURBs participating in this project.

Table 1: Multifamily buildings

| Owner No. | Building No. | Building description & location | Year of construction | Parking spaces | Estimated # of 'Day 1' EVSE |
|-----------|--------------|---------------------------------|----------------------|----------------|-----------------------------|
| Owner 1 | Building 1 | Condo - Burlington | 2021 | 267 | 67 |
| Owner 2 | Building 2 | Condo - Toronto | 2016 | 201 | 46 |
| Owner 3 | Building 3 | Apartment - Toronto | 2019 | 177 | 44 |
| | Building 4 | Apartment - Toronto | 2018 | 169 | 42 |

| | | | | | |
|---------|-------------|-------------------------|------|-----|----|
| Owner 4 | Building 5 | Apartment - Toronto | 1967 | 171 | 43 |
| | Building 6 | Apartment - Toronto | 1967 | 190 | 48 |
| | Building 7 | Apartment - Toronto | 1967 | 169 | 42 |
| | Building 8 | Apartment - Mississauga | 1968 | 82 | 16 |
| | Building 9 | Apartment - Mississauga | 1968 | 82 | 16 |
| Owner 5 | Building 10 | Apartment - Toronto | 1968 | 258 | 65 |
| | Building 11 | Apartment - Toronto | 1969 | 243 | 61 |

SECTION D: ANTICIPATED PROJECT SCHEDULE

All costs related to EV charging provision and installation, startup, and training must be incurred by March 2027 to ensure maximum recovery of financial contributions from program funders.

| DELIVERABLE | TIMELINE (best estimates) |
|---|----------------------------------|
| RFP award | August 8, 2025 |
| Support procurement of local electrical contractor(s) (if applicable) | August 2025 |
| Install communications to allow EVEMS communications (if applicable) | September 2025 – April 2026 |
| Install monitoring equipment to monitor capacity on services/feeders (if applicable) | September 2025 – April 2026 |
| Purchase and support installation of EVSE | April 2026 - January 2027 |
| Inspection and system start-up/commissioning | January 2027 |
| User training / onboarding, development of resources to address resident turnover | October 2026 – March 2027 |
| Building owners purchase EVSE from TAF | November 2031 |
| Ongoing charger management and network administration. New chargers will be added in buildings based on demand. | Ongoing |

SECTION E: MANDATORY SUBMISSION REQUIREMENTS

1. Pricing (Appendix B)

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

2. Submission Form (Appendix C)

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

TAF is open to receiving Proposals from a Consortium/Joint Venture of consulting firms possessing the complementary skill sets needed to deliver this project effectively.

Proponents should use the appropriate version of the Submission Form:

- A standard Submission Form for individual proponents.
- A Consortium/Joint Venture Submission Form for proposals submitted by multiple consulting firms working together.

3. Reference Form (Appendix D)

Each proponent must provide three (3) references that comply with the instructions contained in the Reference Form (Appendix D) from clients (e.g. multi-unit residential building owners) that have worked with the proponent in a similar capacity in the last five (5) years.

References will only be checked on the Top-Ranked Proponent on a pass/fail basis. If the Top-Ranked Proponent fails the Reference Check process, it will not be considered for award, and TAF will move to the next one.

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

SECTION F: ADDITIONAL SUBMISSION REQUIREMENTS FOR EVALUATION

1. Project understanding and proposed solution (Maximum 8 pages)

Please structure your response using the following subheadings.

Project Delivery and Client Support

Explain your approach to project delivery, including:

- Procurement, maintenance, and administration of EVEMS and EVSE in a MURB setting.
- Engagement and training for residents, property managers, and building owners.

- Identifying and securing approvals for necessary permits and compliance documents required for EV charging system installations in MURBs in Ontario
- Your client service model, including ongoing support, account management, and communication with TAF and stakeholders.
- Risk identification and mitigation strategies

System Design, Compliance, and Service Features

Describe your ability to meet technical and operational requirements, including:

- Fulfillment of the full Scope of Work outlined in Section C of this RFP
- Product compliance, including:
 - Confirmation that your EVSE meets the product specifications provided
 - Warranty terms for both EVSE and EVEMS (covering parts and labour)
 - Description of EVEMS functionality (e.g. branch circuit sharing, service/feeder control, supplied hardware)

Complete the table below to confirm inclusion of key service features and explain where needed.

| Service feature | Included (yes/no) | Explanatory notes (if applicable) |
|--|--------------------------|--|
| Automated customer billing (building owner or individual) | | |
| 24/7 customer support via web and phone | | |
| User authentication and access controls (e.g. app, fob, card) | | |
| Data provision and automated reporting tools | | |
| Accessibility features for EVSE and apps | | |
| Ability to add a nominal monthly fee to TAF (e.g. \$1/charger/month via EFT) | | |
| No charge for inactive chargers | | |

System Architecture and Interoperability

Describe your approach to system design and integration, specifically:

- How you will ensure adequate ICT coverage for EV charging systems (include any associated costs).
- Compatible EVSE make/models and their integration with your CSMS.
- OCPP certification (if applicable), and your ability to manage multiple EVSE types under a single CSMS or hand over administration to other providers.

-
- Any testing done beyond OCPP to ensure seamless interoperability between EVSE and CSMS.

Service Levels and Performance Monitoring

Detail your commitments to reliable service, including:

- Standard uptime/functional availability guarantees for EVSE (in %).
- Methods for measuring and reporting uptime and system health.
- Monitoring and maintenance protocols.
- Recourse or compensation offered if service levels are not met.

Financial Management and Future Readiness

Describe your billing and revenue processes:

- How electricity usage billing will be handled in multi-family settings, including the ability to charge building owners or individual residents.
- If applicable, your approach to collecting connection fees for post-Day 1 chargers and remitting them monthly to TAF.

Outline your process for CFR credit tracking, reporting, and valorization.

- Note: Revenue from CFR credits must accrue to TAF. If you cannot sell CFR credits, TAF reserves the right to do so.

Describe your commitment to innovation, including:

- Current technology roadmap.
- Approach to adapting to emerging technologies (e.g., vehicle-to-grid) and integrating them into your service offerings.

2. Proponent Profile and Experience (Maximum 2 pages)

This section should describe the proponent organization's **capacity and track record** in delivering work of this nature.

Briefly describe your organization's capacity to deliver the proposed work. Include:

- Relevant organizational experience and in-house capabilities.
- Overall staffing model and technical resources.
- Any subcontractors or partnerships, if applicable.

Explain your approach to ensuring continuity of staff resources, consistency and quality of service, and ability to meet timelines throughout the project. Include:

- Team management and retention strategies.
- Risk management plans for staffing and delivery challenges.

Provide three (3) relevant past projects completed within the past five (5) years that demonstrate your ability to meet the requirements of this RFP. For each, include:

- Client/Partner:
- Project Description:
- Project Duration:

-
- Scope Delivered (e.g., # of chargers, system type, services provided):
 - Key Outcomes or Results:
 - Relevance to this RFP: (e.g., MURB context, interoperability, EVEMS)

Each project should correspond to the reference form submission in E.3

3. Proponent Skills and Qualifications (Maximum 4 pages, not including Resumes)

This section focuses on the **qualifications and experience of the specific team members** who will deliver the work. List all core members of the proposed project team, including:

- Name
- Role on this project
- Organization (if applicable)
- Summary of responsibilities

Qualifications and Experience

Provide a summary of relevant experience and qualifications for each team member, including the Project Lead. Highlight their:

- Experience with EV charging systems and EVEMS, including procurement, maintenance and administration.
- Familiarity with applicable codes and regulatory authorities (e.g., Ontario Electrical Safety Code and ESA).
- Direct experience with EV infrastructure projects in multi-unit residential buildings (MURBs).
- Any professional certifications, licenses, or training relevant to this work.

Resumes should be included as an appendix. Do not duplicate full resumes here.

4. Commitment to Environmental and Social Values (Maximum 4 pages)

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

- Describe the sustainability, environmental and / or carbon reduction initiatives currently in place your organization, internally (i.e. for staff and organization) and externally (for / with clients, partners or wider industry).
- Please indicate if you are currently working with or have recently worked with any clients in the fossil fuel sector, and if so, please disclose which clients. This disclosure is for informational purposes only and will not, in and of itself, disqualify any proponent.
- Describe your organization's policies and practices to promote equity, diversity and inclusion. Explain how your firm monitors and measures its progress, both internally and externally.

-
- 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 preferentially with businesses owned by equity-seeking communities; social enterprises and/or sourcing for local labour, materials and services.

SECTION H: PRE-CONDITIONS OF AWARD

• Workplace Safety and Insurance Board Coverage

The Selected Proponent shall, both prior to commencing work under the Contract and within 60 days of the expiration of the Contract date, submit a letter of good standing from the Workplace Safety and Insurance Board (WSIB) to TAF that all assessments or compensation have been paid, and the Agency may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The Selected Proponent must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven days of award of the Contract.

• Insurance

During the term of this Contract, the Selected Proponent and each and every sub-contractor (if any) is required to maintain in full force and effect and at its own expense, the following insurance coverage:

- i. General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the vendor and those for whom the vendor is responsible for in law. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$5,000,000 (2) name TAF as additional named insured (3) contain a severability of interests clause and cross liability clauses and (4) have a deductible amount of not greater than \$2,500 per incident or occurrence. The selected Proponent is responsible for payment of any loss or losses within the deductible.
- ii. Automobile liability coverage in an amount of not less than \$5,000,000.
- iii. Professional Liability / Errors & Omissions Insurance in an amount of not less than \$5,000,000 per claim or occurrence.

All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to TAF acting reasonably (3) be non-

contributing with, and will apply only as primary and not excess to any other insurance available to TAF and (4) contain an undertaking by the insurers to notify TAF in writing not less than 30 days before any material change, cancellation, lapse or termination of the policies.

Before the commencement of any operations hereunder, and within seven working days of award of the Contract, the Successful Proponent shall provide TAF a completed Certificate of Insurance evidencing compliance with the policy requirements as detailed above.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole discretion of TAF, forfeiture of the Contract.

TAF will be entering into contractual agreements with building owners that include specific indemnification terms. The proponent will be required to accept and adhere to these terms as a condition of the award. The current proposed language, subject to confirmation with the building owners, is as follows:

- The Building shall indemnify and hold harmless TAF and its respective directors, officers, agents, employees and affiliates from against all claims, losses, expenses, liabilities or damages to the extent caused by or resulting from the Project, the Work, the EVC System and/or the Building's or any Owner's acts, errors, or omissions in the performance of this Agreement or in connection with any of the Building's or any Owner's breach of any its obligations, covenants, representations, warranties or provision under this Agreement and any and all actions, suits, proceedings, demands, judgments, costs and legal and other expenses related to the foregoing. This indemnity shall survive termination of this Agreement howsoever arising.

SECTION I: RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria for submissions of the RFP. 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 | | |
|-----------------------------------|---|--------------------|
| Mandatory Submission Requirements | | Pass/Fail |
| Rated Criteria Category | | Weighting (Points) |
| F 1 | Project Understanding and Proposed Solution | 35 |
| F 2 | Proponent Profile | 10 |
| F 3 | Proponent Experience and Qualifications | 25 |
| F 4 | Commitment to Environment and Social Values | 5 |
| E 1 | Pricing (See Appendix B for details) | 25 |
| Interview (Optional) | | - |
| References | | Pass/Fail |
| Total | | 100 Points |

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

Proponents are asked to complete the pricing tables below as thoroughly as possible. The purpose of this section is to gather detailed information on your proposed solution(s). Where additional lines or categories are needed to reflect your product or service offerings, you may add rows. If a specific item does not apply to your proposal, indicate 'N/A'. If pricing is not yet known or negotiable, leave the field blank and provide an explanation in the notes column.

We understand that solutions will vary. Please provide clear and complete information, using the tables provided. Proponents may:

- Add additional rows to reflect your full range of offerings.
- Leave rows blank or indicate 'N/A' where information is not applicable or not yet available (add an explanation in the notes column where useful)
- Attach supporting documentation (e.g. warranties, service catalogues)

Pricing must be:

- Quoted in Canadian dollars (CAD), exclusive of HST
- Itemized and unbundled wherever possible
- Accompanied by any relevant assumptions, exclusions, or conditions.

2. Evaluation of Pricing

Pricing will be evaluated to determine which proposal offers the best overall value, considering upfront and ongoing costs. Due to the variable nature of different proponents' service offerings and associated pricing, TAF will construct a standardized package from each proposal using the submitted information reflecting the suite of options TAF anticipates procuring. This package will reflect a well-rounded, cost-effective configuration that aligns with our objectives and represents a realistic purchase scenario. Pricing for each proponents' standardized package will be evaluated based on:

- Relative price score: based on a standardized package price, using the formula of $(\text{lowest price} \div \text{Proponent Price}) \times \text{available points}$
- Structure and clarity: transparency, completeness, and logical presentation of the pricing breakdown
- Flexibility and scalability: ability to accommodate phased installations, changes in scope, volume discounts
- Reasonableness of service costs: competitiveness and justification of ongoing services and support pricing

3. Pricing Tables

Complete the following tables, adding rows as needed. Use the 'notes' column to explain any assumptions, conditions, or inclusions.

Section A: Unit Cost per Charger (including models, volume discounts, and included services)

Please note costs for multiple EVSE makes/models where relevant (add rows as needed to table, numbered sequentially) and available price discounts based on volume (both for the initial tranche and subsequent installations). Include a list of all services included in the fee.

Include applicable warranty / warranty certificates.

| Item | Charger Make & Model | Unit price – initial tranche of 490 “Day 1” chargers | Unit price – Subsequent installations | Volume Discount Structure | Warranty (e.g. yes/5 years, no) | Services Included |
|------|----------------------|--|---------------------------------------|---------------------------|---------------------------------|-------------------|
| A1 | | | | | | |
| A2 | | | | | | |
| Etc. | | | | | | |

Section B: Cost of Charging Station Management System (CSMS)

Please provide a quote for cost of CSMS. Please feel free to quote for different “tiers” of CSMS (e.g. EVEMS only, help-centre, gradations of enterprise functions, etc.). Where relevant, describe any annual subscription fees and ongoing maintenance and operation costs per active charger.

| Item No | CSMS Tier/Package Name | Description of Tier Features | Annual Subscription Fee per Charger | Annual Maintenance & Operation Fee per Charger | Charge for inactive chargers? (Y/N) | Notes/assumptions regarding future price increases (e.g. CPI cap confirmed) |
|---------|------------------------|------------------------------|-------------------------------------|--|-------------------------------------|---|
| B1 | | | | | | |
| B2 | | | | | | |
| Etc. | | | | | | |

Section C: Set-up, Ongoing Management, and Other Applicable Fees

Where applicable, detail any additional charges or fees. Add rows as needed to include any additional charges or options.

| Item No | Fee type (e.g., set-up, ongoing management, other) | Description | Unit of measure (e.g. per charger, per site, fixed, %) | Unit Price | Included in other pricing? (Y/N) | Notes |
|---------|--|-------------|--|------------|----------------------------------|-------|
| C1 | | | | | | |
| C2 | | | | | | |

APPENDIX C – SUBMISSION FORM

(for Consortium/Joint Venture)

1. Consortium/ Joint Venture Information (hereinafter also referred to as the “Proponent”)

| | |
|--|--|
| Please fill out the following form providing information regarding the Consortium/Joint Venture formed for this RFP. | |
| EV Charging System supply and management in GTHA multi-family buildings (2025-TAF-06) | |
| Name of Consortium/Joint Venture | |
| Street Address | |
| City, Province/State | |
| Postal Code | |
| Phone Number | |
| Email Address | |
| Website (if applicable) | |

2. Lead Proponent Information

| | |
|---|--|
| Please fill out the following form, naming one person to be the Lead Proponent’s contact for the RFP process and for any clarifications or communication that might be necessary with the Consortium/Joint Venture. | |
| 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 | |

3. Proponent Members

| Member Name/ Organization | Role in Project | Contact Person | Email | Phone |
|------------------------------|-----------------|----------------|-------|-------|
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

4. 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.

5. 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.

6. 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.

7. 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: _____. If the Proponent fails to complete this section, the Proponent will be deemed to have received all posted Addenda.

8. No Prohibited Conduct

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

9. Conflict of Interest

The Proponent must declare all actual and potential Conflicts of Interest, as defined in section 4.4.1 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 preparation of 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:

10. Disclosure of Information

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

Consortium Member 1 Organisation

Name of Consortium/Joint Venture Member 1

Title of Consortium/Joint Venture Member 1

Signature of Consortium/Joint Venture Member 1

Date

I have the authority to bind the Consortium/Joint Venture.

Consortium Member 2 Organisation _____
Name of Consortium/Joint Venture Member 2 _____
Title of Consortium/Joint Venture Member 2 _____
Signature of Consortium/Joint Venture Member 2 _____
Date _____
I have the authority to bind the Consortium/Joint Venture.

Consortium Member 3 Organisation _____
Name of Consortium/Joint Venture Member 3 _____
Title of Consortium/Joint Venture Member 3 _____
Signature of Consortium/Joint Venture Member 3 _____
Date _____
I have the authority to bind the Consortium/Joint Venture.

Consortium Member 4 Organisation _____
Name of Consortium/Joint Venture Member 4 _____
Title of Consortium/Joint Venture Member 4 _____
Signature of Consortium/Joint Venture Member 4 _____
Date _____
I have the authority to bind the Consortium/Joint Venture.

APPENDIX C – SUBMISSION FORM (for Single Proponent)

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. | |
| EV Charging System supply and management in GTHA multi-family buildings (2025-TAF-06) | |
| 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: _____. If the Proponent fail to complete this section, the Proponent 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

The Proponent must declare all actual and potential Conflicts of Interest, as defined in section 4.4.1 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.

| REFERENCE #1 |
|--|
| REFERENCE CONTACT INFORMATION |
| Name: |
| Organization: |
| Title: |
| Email: |
| Phone Number: |
| Project Name: |
| Approximate Value of the Project: |
| Contract Period: |
| Description of the Project: |

| REFERENCE #2 |
|--|
| REFERENCE CONTACT INFORMATION Name: Organization: Title: Email: Phone Number: |
| Project Name: Approximate Value of the Project: Contract Period: |
| Description of the Project: |

| REFERENCE #3 |
|--|
| REFERENCE CONTACT INFORMATION Name: Organization: Title: Email: Phone Number: |
| Project Name: Approximate Value of the Project: Contract Period: |
| Description of the Project: |

APPENDIX E: SERVICE AGREEMENT

SERVICES 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

- 1.1 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.

- 1.2 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.
- 1.3 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.
- 1.4 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

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Contractor reserves the right to terminate this Agreement without cause, for any reason, on 60 days' written notice to TAF.
- 2.5 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.

- 2.6 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.
- 2.7 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

- 3.1 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.
- 3.2 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

- 4.1 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.
- 4.2 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.
- 4.3 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

- 5.1 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.
- 5.2 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.

- 5.3 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

- 6.1 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.
- 6.2 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 INDEMNIFICATION

- 7.1 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.
- 7.2 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.
- 7.3 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

- 8.1 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

9.1 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.

9.2 The Contractor's representative shall be:

Name:

Address:

Phone:

Email:

9.3 TAF's representative shall be:

Name: Julia Langer, CEO

Address: Metro Hall (c/o Union Station, 2nd Floor East Wing)
55 John St
Toronto, ON M5V 3C6

Phone: 416-392-0253

Email: jlanger@taf.ca

9.4 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.

9.5 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

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.

- 10.6 Enurement. This Agreement will enure to the benefit of and will be binding upon the successors and permitted assigns of the parties.
- 10.7 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.
- 10.8 Amendments. No change to or modification of this Agreement shall be valid unless it is in writing and signed by TAF and the Contractor.
- 10.9 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.
- 10.10 Governing Law. This Agreement shall be construed in accordance with the laws of the Province of Ontario, Canada.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 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.
- 10.15 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.

- 10.16 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....

Tasks & Deliverables

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.