



## Request for Supplier Qualifications (RFSQ)

### Enhanced Reserve Fund Study (ERFS)

**Request for Supplier Qualifications No.:** 24Pr01

**RFSQ Issued:** Monday, June 2, 2025 (11:00 AM EST)

**Submission Deadline:** Monday, June 30, 2025 (3:00 PM EST)

## SUMMARY SHEET

Bid Category:	Retrofit Accelerator
Bid Type:	Request for Supplier Qualification (RFSQ)
Bid Number:	24Pr01
Bid Title / Name:	Enhanced Reserve Fund Study (ERFS)
Bid Status:	Open
Bid Issue Date:	Monday, June 2, 2025 (11:00 AM EST)
Bid Description:	<p>The Atmospheric Fund (TAF) is seeking Engineering Service providers capable of completing Enhanced Reserve Fund Studies (ERFS) – a capital planning tool that compares like-for-new system replacement with one that defines a decarbonization pathway for a building.</p> <p>Successful Respondents would be placed on a roster to be called upon by multi-unit residential buildings (MURBs) in the Greater Toronto and Hamilton Area (GTHA).</p>
Information Session (optional*)	Wednesday, June 11, 2025 (1:00 PM EST)
Deadline for Questions:	Wednesday, June 11, 2025 (5:00 PM EST)
Public Opening:	No
Deadline for Issuing Addendum:	Wednesday, June 18, 2025 (5:00 PM EST)
Submission Deadline:	Monday, June 30, 2025 (3:00 PM EST)
Anticipated Award Date:	Friday, July 25, 2025 (4:00 PM EST)
Bid Submission Type:	Online Submissions only through Bonfire Portal
Bid Submission Address:	Online Submissions only through Bonfire Portal
Language of the Bid:	English unless specified in the bid document
RFSQ Contact:	<p>Contact Name: Sachin Sethi</p> <p>Email address: purchasing@taf.ca</p>

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## DEFINITIONS

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

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

**“Agreement” or “Contract”** means the written contract letter confirming a Respondent’s inclusion on the Qualified Supplier List and its acceptance of the RFSQ Particulars in Appendix A signed by TAF and a Respondent who has met the Qualification Criteria. This refers the Master Agreement for Roster Framework (Appendix E).

**“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 Respondents with regards to the “Scope of Work” described in detail in the Section D of the RFSQ Particulars (Appendix A).

**“Evaluation Team”** means the individuals designated by TAF as being responsible for evaluating the Responses.

**“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.

**“Qualification Criteria”** means the criteria indicated in Section I (Qualification Criteria) of the RFSQ Particulars (Appendix A).

**“Qualified Supplier”** means a Respondent who is included on the Qualified Supplier List.

**“Qualified Supplier List”** means the Respondent or Respondents qualified pursuant to this RFSQ process who continue to meet the conditions for remaining qualified pursuant to their respective Master Agreement for Roster Framework with TAF.

**“Respondent”** or **“Respondents”** means a Person that submits a Response in response to this RFSQ and, as the context may suggest, may refer to a potential Supplier.

**“Response”** or **“Responses”** means all the documentation and information submitted by a Respondent in response to this RFSQ and, as the context may suggest, refers to a bid, quote or submission.

**“Request for Supplier Qualifications”** or **“RFSQ”** means this Request for Supplier Qualifications document for the prequalification of Suppliers to provide the Deliverables, including all attachments and documents referenced herein and all Addenda to this document (if any) and all Addenda thereto issued by TAF.

**“RFSQ Contact”** means the individual identified as the RFSQ Contact in Section 1.3. The RFSQ Contact is an employee of TAF, leading the RFSQ process.

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

**“Submission Deadline”** means the Response Submission Date and time as set out in Section 1.4 and as may be amended from time to time in accordance with the terms of the RFSQ.

**“TAF”** means The Atmospheric Fund.

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

- (i) possessing, or having access to, information in the preparation of its Response that is confidential to TAF and which is not available to other Respondents,
- (ii) communicating with any Person with a view to influencing, or being conferred preferred treatment in, the RFSQ process, or
- (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process and results or could be seen to result in any unfairness.

## 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 an equitable 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 Respondents

This RFSQ is an invitation by TAF to prospective Respondents to submit a Response to prequalify them for eligibility to provide Enhanced Reserve Fund Study ("ERFS") as further described in the RFSQ Particulars (Appendix A).

### 1.3 RFSQ Contact

For the purposes of this procurement process, the "RFSQ Contact" will be:

**Sachin Sethi**

Email: [purchasing@taf.ca](mailto:purchasing@taf.ca)

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of TAF, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Response.

#### 1.4 RFSQ Timetable

RFSQ Issue Date:	Monday, June 2, 2025 (11:00 AM EST)
Information Session (optional*)	Wednesday, June 11, 2025 (1:00 PM EST)
Deadline for Questions:	Wednesday, June 11, 2025 (5:00 PM EST)
Deadline for Issuing Addenda:	Wednesday, June 18, 2025 (5:00 PM EST)
Submission Deadline:	Monday, June 30, 2025 (3:00 PM EST)
Anticipated Award Date:	Friday, July 25, 2025 (4:00 PM EST)
Tentative Contract Start:	July/August 2025

The RFSQ Timetable may be changed at TAF’s sole discretion. For any changes in dates prior to and including the Submission Deadline, TAF will issue an Addendum to this RFSQ.

#### 1.5 FORM OF AGREEMENT

Selected Respondents will be invited to enter into an agreement in the form set out in Appendix E – Master Agreement for Roster Framework (the “**Master Agreement for Roster Framework**”), which will govern the potential subsequent provision of the Deliverables pursuant to invitational second-stage competitive processes.

The term of the Master Agreement for Roster Framework will last for three (3) years. Both parties may agree in writing to extend it for up to two (2) additional years under the same terms or as mutually agreed.

[End of Part 1]



## PART 2 – SUBMISSION OF RESPONSES

### 2.1 Responses to be Submitted Electronically

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

Submissions by other methods will not be accepted.

Respondents should contact Bonfire at [Support@GoBonfire.com](mailto: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 Responses

All Responses must be submitted in English only.

### 2.3 Responses to be Submitted on Time

Responses must be uploaded and submitted through the Bonfire Portal on or before the Submission Deadline set out in the RFSQ Timetable.

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

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

### 2.4 Responses to be Submitted in Prescribed Format

Responses 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>

Respondents will receive an email confirmation receipt with a unique confirmation number upon submitting their Response to the Bonfire Portal.

## **2.5 Response Irrevocability**

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

## **2.6 Completeness of Responses**

By submitting the Response, the Respondent confirms that its Response is complete, accurate and meets the requirements set out in this RFSQ.

Any requirement that may be identified by the Respondent after the Submission Deadline or subsequent to signing the Master Agreement for Roster Framework shall be provided by the Respondent to TAF at the Respondent's expense.

## **2.7 Amendment of Responses**

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

## **2.8 Withdrawal of Responses**

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

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

## **2.9 Acceptance or Rejection of Responses**

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

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

[End of Part 2]

## PART 3: EVALUATION OF RESPONSES

### 3.1 Evaluation Team

All Responses 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 Response or Responses best meet the requirements as set out in this RFSQ. By responding to this RFSQ, Respondents 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 Responses in the following stages:

- Stage I – Mandatory Submission Requirements
- Stage II – Mandatory Technical Requirements
- Stage III – Qualification Criteria

#### 3.2.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Responses comply with all of the Mandatory Submission Requirements set out in Section E of the RFSQ Particulars (Appendix A). If a Response fails to satisfy all of the Mandatory Submission Requirements, the Response will be disqualified and will not proceed to enter Stage II.

#### 3.2.2 Stage II – Mandatory Technical Requirements

Stage II will consist of a review of the Responses to determine whether the Mandatory Technical Requirements set out in Section F of the RFSQ Particulars (Appendix A) have been met. Based on the information received, the Evaluation Team will evaluate all the Responses. Only those deemed qualified, at the sole discretion of the Evaluation Team, will enter Stage III.

#### 3.2.3 Stage III – Qualification Criteria

Stage III will score each qualified Response based on the Qualification Criteria described in the Section I of the RFSQ Particulars (Appendix A).

During the evaluation period, TAF may request that a Respondent provide clarification of any part of its Response.

### **3.3 Evaluation Matrix**

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

### **3.4 Ranking and Selection**

Based on the evaluation of the Responses, the Respondent or Respondents whose Responses best meet the requirements as set out in this RFSQ will be selected to enter into a Master Agreement for Roster Framework with TAF in the form set out in Appendix E for inclusion on a Qualified Supplier List.

By responding to this RFSQ, Respondents will be deemed to have agreed that the decisions of the Evaluation Team will be final.

### **3.5 Notification of Top-Ranked Respondents**

The top-ranked Respondents selected by TAF to enter into the Master Agreement for Roster Framework in accordance with the process set out in this RFSQ will be so notified by TAF in writing.

Each selected Respondent will be expected to enter into the Master Agreement for Roster Framework. Failure to do so may result in the disqualification of the Respondent.

### **3.6 Form of Agreement**

Respondents who enter into a Master Agreement for Roster Framework will then be eligible to provide the Scope of Work described in Section D of the RFSQ Particulars (Appendix A).

[End of Part 3]

## PART 4: TERMS AND CONDITIONS OF RFSQ PROCESS

### 4.1 General Information and Instructions

#### 4.1.1 Respondents to Follow Instructions

Respondents must structure their Responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, the Response should reference the applicable Section numbers of this RFSQ.

#### 4.1.2 No Incorporation by Reference

The entire content of the Response 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 or other references.

#### 4.1.3 Past Performance

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

#### 4.1.4 Information in RFSQ Only an Estimate

TAF and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of Addenda. Any quantities shown or data contained in this RFSQ or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and scope of work. It is the Respondent's responsibility to obtain all the information necessary to prepare a Response in response to this RFSQ.

#### 4.1.5 Respondents to Bear Their Own Costs

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

#### 4.1.6 Responses to be Retained by TAF

All Responses submitted shall become the property of TAF.

#### 4.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by TAF to purchase any goods or services from any Respondent, and TAF is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables.

TAF makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Agreement for Roster Framework.

### 4.2 Communication after Issuance of RFSQ

#### 4.2.1 Respondents to Review RFSQ

Respondents should promptly examine all the documents comprising this RFSQ 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 RFSQ, reference should be made to the specific Section number and page of the RFSQ.

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 RFSQ.

Respondents can only contact the RFSQ Contact listed above through the Bonfire Portal or directly at [purchasing@taf.ca](mailto:purchasing@taf.ca). Respondents must not contact any employees, officers, consultants, agents, elected officials or other representatives of TAF regarding matters related to this RFSQ. Any Respondent found to have contacted persons other than through the Bonfire Portal, may be disqualified from submitting a Response, or have their Response rejected. The Respondent is solely responsible for seeking any clarification required regarding this RFSQ, and TAF shall not be held responsible for any misunderstanding by the Respondent.

#### 4.2.2 All New Information to Respondents by Way of Addenda

This RFSQ 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 RFSQ, such information will be communicated to all Respondents by Addendum posted through TAF’s Bonfire Portal.

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

In the Submission Form (Appendix C), Respondents 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 Responses, TAF may request further information from the Respondent or third parties in order to verify, clarify or supplement the information provided in the Respondent's Response including but not limited to clarification with respect to whether the Response meets the Mandatory Submission Requirements set out in Section E of the RFSQ 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 Respondent. TAF may revisit, re-evaluate and rescore the Respondent's Response or ranking on the basis of any such information.

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

#### 4.2.5 Acceptance of RFSQ

By submitting a Response, the Respondent agrees to accept and to be bound by all of the terms and conditions contained in this RFSQ, and by all of the representations, terms, and conditions contained in its Response.



## 4.3 Notification and Debriefing

### 4.3.1 Notification to Respondents

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

### 4.3.2 Debriefing

Respondents may request a debriefing valued at \$121,200 or more, and after receipt of a notification of the outcome of the RFSQ process. All requests for a debriefing must be submitted in writing to the RFSQ 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 Respondent will be notified of same in writing.

### 4.3.3 Bid Protest Procedure

In the event that a Respondent wishes to review the decision of TAF in respect of any material aspect of the RFSQ process, and subject to having attended a debriefing, the Respondent shall submit a written protest via email (a "**Bid Protest**") to the RFSQ 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 Respondent will be notified of same in writing.

A Bid Protest shall include the following:

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

For the purpose of a Bid Protest under this RFSQ, the Bid Protest shall be recorded and acknowledged by the RFSQ Contact in a prompt manner. A response to the Bid 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 Respondent must declare all actual and potential Conflicts of Interest relating to the preparation of its Response, 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 Response, and (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

For the purposes of this RFSQ, the term “**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSQ process, the Respondent has 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 Response that is not available to other Respondents; (ii) communicating with any Person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under the Master Agreement for Roster Framework or a contract for the Deliverables, the Respondent'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 Respondent 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 Respondent or terminate any contract subsequently entered into if TAF determines that the Respondent has engaged in any conduct prohibited by this RFSQ.

#### 4.4.4 Prohibited Respondent Communications

Respondents 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 Respondent Not to Communicate with Media

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

#### 4.4.6 No Publicity or Promotion

No Respondent, including any selected Respondents, shall make any public announcement or distribute any documents or information regarding this RFSQ or otherwise to promote itself in connection with this RFSQ or any arrangement entered under this RFSQ without the prior written approval of TAF.

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

#### 4.4.7 No Lobbying

Respondents must not, in relation to this RFSQ 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 Respondent(s).

#### 4.4.8 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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 Responses 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 RFSQ either before or after the issuance of this RFSQ:

- (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 RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the Respondents to TAF immediately upon the request of TAF.

##### 4.5.2 Confidential Information of Respondent and Personal Information

Respondents are advised that the disclosure of information received in response to or in connection with this RFSQ 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**").

Respondents should identify any confidential or personal information in their Response 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.

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

## **4.6 Procurement Process Non-Binding**

### **4.6.1 No Contract A and No Claims**

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

For greater certainty and without limitation:

- (a) this RFSQ 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 Respondent nor TAF will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Respondents, a decision to reject a Response or disqualify a Respondent, or a decision of the Respondent to withdraw its Response.

### **4.6.2 No Legal Relationship or Obligation**

No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and TAF by this RFSQ process.

### **4.6.3 Cancellation**

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

### **4.6.4 Limitation of Liability**

By submitting a Response, each Respondent 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 RFSQ process including but not limited to costs or preparation of the Response, loss of profits, loss of opportunities or for any other claim; and

- b) the Respondent waives any right to or claim for any compensation of any kind whatsoever including claims for costs of preparation of the Response, loss of profit or loss of opportunity by reason of TAF's decision not to accept the Response submitted by the Respondents, to enter into any agreement (including a Master Agreement for Roster Framework) with any other Respondent or to cancel this RFSQ process, and the Respondent shall be deemed to have agreed to waive such right or claim.

#### 4.7 Compliance with Accessibility Standards

The Response must be compliant with the *Accessibility for Ontarians with Disabilities Act, 2005* (the "**AODA**") and its regulations, to the extent applicable. Respondents 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 the Master Agreement for Roster Framework and apply to the services to be provided by the Respondent.

As part of its Response, the Respondent must describe all measures that the Respondent intends to implement or make available in order that the services, including the Deliverables, provided in response to this RFSQ 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 Respondent's staff;
- All policies implemented by Respondent 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 Master Agreement for Roster Framework shall require that the successful Respondent 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](http://www.ontario.ca/laws/statute/05a11)

#### 4.8 Trade Agreements

Respondents 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 RFSQ. 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 Response 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 RFSQ:

- 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 – RFSQ PARTICULARS

### SECTION A: PURPOSE

TAF is inviting Respondents to respond to this RFSQ for engineering service providers capable of completing Enhanced Reserve Fund Studies (ERFS) for multi-unit residential building (“**MURB**”) owners (e.g. condominiums, cooperative housing, etc.) in the GTHA.

ERFS aim to assess the condition of the existing property by developing and comparing two capital plans — one for a traditional like-for-new replacement of common systems and a second that defines a decarbonization pathway for the building. The result will be a comparison of the two possible capital plans for the building, the business-as-usual plan and one that leads to decarbonization over time. In theory, the owners can use the comparison as a tool to understand the additional funding needed to transition to low-carbon systems over time.

Respondents that are selected by TAF pursuant to this RFSQ process will be eligible for inclusion on the Qualified Supplier List that will pre-qualify them to respond to subsequent Request for Quotations (“**RFQs**”) or Request for Proposals (“**RFPs**”) regarding ERFS of MURBs in the GTHA. The Qualified Supplier List will be utilised by TAF, on behalf of the building owners it works with, and will also be shared with MURB owners who partner with TAF. In addition, TAF intends to make the Qualified Supplier List public by publishing it on TAF’s Retrofit Accelerator website at <https://retrofits.taf.ca/>

### SECTION B: QUALIFIED SUPPLIER LIST

The top-scoring Responses that exceed a score of 80 will be prequalified, up to a maximum of fifteen (15) Respondents as part of this initiative. TAF may, at its sole discretion, choose to add additional Respondents to the Qualified Supplier List if they are within 20% of the top scoring Respondent or through additional calls for prequalification.

When TAF is utilising the Qualified Supplier List on behalf of a building owner, TAF will issue an RFQ to a minimum of three (3) Qualified Suppliers at random. However, to promote fairness and support TAF’s market development work, the last Qualified Supplier awarded a contract and any Qualified Suppliers who have been awarded a contract in the thirty (30) days prior to the RFQ Issue Date may be excluded, unless otherwise requested by a building owner or their agents.

Building owners working with TAF or other parties utilising the Qualified Supplier List after it is made public, may decide, at their sole discretion, to invite specific Qualified Suppliers to respond to subsequent RFQs or RFPs.



## SECTION C: BACKGROUND INFORMATION

In 2021, TAF launched its Retrofit Accelerator – a program intended to increase the pace, scale, and ambition of emissions-reducing retrofits for MURBs in the GTHA. As we expect to see an increase in retrofit projects and pressure to decarbonize MURBs, owners need to have a better understanding of how low-carbon technologies can be incorporated into their capital planning. To this end, TAF is looking to support MURBs in their transition to low-carbon building systems by developing a framework for owners to compare their existing “business-as-usual” capital planning with decarbonization pathways.

In the case of Ontario condominiums, reserve fund planning is governed by Ontario’s *Condominium Act* (the “**Condominium Act**”). This Act regulates guidelines and responsibilities for condominiums to manage their reserve fund to account for major repairs and replacement of common elements and assets. While provisions in the *Condominium Act* do not necessarily allow for substantial deviations from the existing building systems, the intent of ERFS is to have decarbonization pathways presented in parallel with an Act-compliant standard reserve fund study.

## SECTION D: SCOPE OF WORK

As noted above, Qualified Suppliers may be called upon to provide ERFS for MURBs in the GTHA.

In conjunction with the existing level of service for developing a capital plan of a subject building (e.g., a reserve fund study), the main intents of the ERFS are as follows:

- Identify a building's existing level of energy and emissions performance
- Identify appropriate projects for the building to align with existing and upcoming legislative requirements that address climate-action goals (i.e., decarbonization)
- Understand the timing and sequencing of identified projects to align with life cycle renewal of building systems
- Understand the potential capital impact of these projects on the existing level of funding for the building

The end result will be the preparation and comparison of two capital plans — the first as a business-as-usual like-for-like replacement of common systems and the second that defines a decarbonization “roadmap” over time. In theory, the owners can use the comparison as a tool to understand the differences in funding needed for transitioning to low-carbon equipment.

## General Requirements

- Cost estimates must be Class D (+/- 20%) or better and consistent between the business-as-usual and decarbonization scenarios.
- Where applicable, projects identified in the decarbonization roadmap must be analyzed to a level equivalent to an ASHRAE Level I audit and should denote upfront capital costs, utility savings, and carbon price savings.

### 1.0a Reserve Fund Study – Component Inventory

#### Overview

Conduct a thorough inspection of the property, including common areas, building systems, and infrastructure. For Ontario condominiums, the study must meet the requirements of a Class 1 or 2 study per Section 28 of Ontario Regulation 48/01 under the *Condominium Act*.

Build an inventory of the common building elements and systems where repair or replacement occurs less than once per year, does not usually recur as part of regular maintenance activities, and exceeds a capital threshold of \$2,500. Building components to be assessed as part of the study include but are not limited to:

- Building envelope (glazing and opaque exterior walls)
- Roof
- Mechanical systems (heating, cooling, DHW, ventilation, etc.)
- Common area and exterior lighting
- Electrical systems (including current electrical capacity at the building)
- Plumbing systems
- Landscaping
- Hardscape
- Parking garage (if applicable)

#### Renewal Details

For each item in the inventory, provide:

- A narrative description of the existing item, including its current condition along with any significant differences in a like-for-new replacement scenario (where replacement is warranted)
- Year of acquisition (estimated if exact date can't be determined)
- Current age
- Specifications / Details
- Normal expected life of item
- Expected remaining life of the item
- Estimated year of repair or replacement
- Current estimated cost of repair or replacement, describing what is included in the estimate and a quantification of contingencies included in the estimate, if any. Costs should include all foreseeable elements of repair or replacement.
- A qualitative description of any changes / improvements / benefits the replacement system would offer over the existing system
- The percentage of the repair or replacement costs covered by the reserve fund and the dollar amount not covered by the reserve fund (if any)
- Where multiple systems are expected to need replacement within the same 5-year window, consideration should be given to bundling work where it may lead to synergies that reduce costs or minimize impact on residents

#### Business-as-usual Capital Planning

The capital planning component of the study will include a narrative describing the current financial status of the reserve fund as of the date of the study. It will also include a recommended funding plan projected for a 30-year period starting with the year of the study. The plan must include:

- Estimated costs of major repairs and replacements using current study year costs (and expected future costs accounting for inflation) and the estimated dates when costs will be incurred
- Inflation rate assumptions
- A 30-year projection of the reserve fund balances each year including recommended contributions needed to adequately cover expected repair and/or replacement costs. The projection must include expected interest earned on the funds and must highlight (and quantify) expected increases to annual fund contributions.

## 1.0b Reserve Fund Study – Using Existing Study

If completed within the past 6 months and assumptions/findings therein are reasonably modern, an existing Class 1 or 2 reserve fund study and component inventory can be used as the “business-as-usual” capital plan. The reserve fund study should be reviewed to understand the projects identified for repair and replacement over the complex’s life, as well as the current financial status and funding strategy of the building. Major deviations or recommendations from the existing study must be identified and described in the corresponding projects.

## 2.0 Decarbonization Road Mapping

### Overview of Decarbonization Planning

A narrative describing key systems nearing end of life and a comparison of the benefits and costs of pursuing the like-for-like versus the decarbonization pathways. Additionally, the risks associated with pursuing a traditional like-for-like reserve fund strategy should be documented. Narrative items can include:

- The impact of an escalating carbon price, if applicable at the time of the study
- The potential for new fossil-fuel equipment to become stranded assets due to Minimum Building Performance Standards (MBPS) for existing buildings on the horizon
- Intrinsic benefits of deep retrofit projects (such as improved thermal comfort, marketability, etc.)
- Future weather / resilience considerations, including extreme heat
- Electric Vehicle (“EV”) adoption rates

### Baseline Utility Analysis

A utility analysis should be completed to establish the baseline energy performance and costs of the building as follows:

- Review a minimum of 12-months of existing utility energy data (normalized to weather) to establish the building’s baseline energy performance
- Establish energy costs per utility
- Benchmark building’s energy and carbon performance (energy use intensity kWh/m<sup>2</sup>/year and greenhouse gas intensity kgCO<sub>2</sub>eq/m<sup>2</sup>) to similar buildings
- Determine peak electrical capacity from utility bills (up to 5 years available historical data)
- Determine existing peak heating load for the purposes of fuel-switching

- Determine the current electrical incoming service capacity and available capacity of the building

#### Identify Applicable Decarbonization Projects

Decarbonization planning should allow for the building to achieve near-zero emissions within the next 30 years. Near-zero as defined here means buildings where heat pumps provide all or most of the thermal energy needs with no more than 20% of thermal energy needs provided by electric resistance or fossil fuels. The plan should take a holistic view of the building and must account for:

- Future electrical capacity needs for heating solutions and EV charging
- Cost-effective solutions for electrifying fossil-fuel systems
- Envelope improvements at time of repair or renewal (and where it's financially feasible)
- Opportunities for heat recovery
- Future weather conditions

Decarbonization planning should also include considerations and costs associated with EV charging infrastructure upgrades. While the expectation is that an energized outlet for EV charging will be installed to all resident parking spaces eventually (as described in Version 4 of the Toronto Green Standard: [AQ 1.2 Electric Vehicle Infrastructure](#)), the plan should consider a phased approach with measures that support installing charging infrastructure on near (e.g., <5 years) and long-term (>10 years) timelines.

Projects identified in this pathway should be linked to the corresponding standard reserve fund inventory item and should be scheduled to align with existing component renewal timelines. Bundling projects are encouraged. Completely new projects not identified in the base inventory (if any) should be identified as such. Any new and innovative technologies specified should be identified as such along with a description of early-adoption risk if applicable. Considering the constraints of the existing building and determining what is most practical from a decarbonization standpoint, the following projects should be assessed as part of this exercise:

- Exterior cladding modernization by recladding, over-cladding, and/or improving insulation
- Window upgrades with triple glazed windows or similar
- Roofing upgrades with improved insulation and/or green roof system

- Heating/cooling system fuel-switch with distributed or centralized heat pump systems
- Ventilation system upgrades with central and/or in suite energy recovery ventilators (ERVs)
- Domestic hot water system fuel-switch with electric resistance and/or heat pumps
- EV charging electrical distribution equipment
- Electrical system upgrades from fuel-switching/EV projects
- On site renewable energy generation opportunities (e.g., solar PV)

These projects must include the same renewal details as the existing component inventory. Additionally, projects must be analyzed/investigated to a level equivalent to an ASHRAE Level I audit to denote utility, emissions and carbon price savings. Where applicable, savings must be viewed in the context of the order for which projects occur. For example, savings from a heat pump retrofit must consider the energy savings impact of an over-cladding project that is scheduled to be completed earlier.

#### Decarbonization Capital Planning

While there are multiple paths to decarbonization, the analysis should focus on a singular feasible pathway at the discretion of the consultant (while working within any goals and constraints provided by the owner). The difference in costs from this pathway versus the business-as-usual (i.e., the incremental costs) should be aggregated and considered in the separate decarbonization contingency fund plan. Annual contributions to this fund can be planned in a similar method to the business-as-usual approach.

While not directly recoverable from the reserve fund, utility, emissions and carbon price savings should also be presented to denote avoided costs from the condominium operating expenses.

### **3.0 Comparison of Business-as-Usual to the Decarbonization Scenario**

Finally, present a comparison of the business-as-usual reserve plan and the decarbonization plan to be completed over, at a minimum, a 30-year time frame. The analysis should consider the following:

- Incremental upfront decarbonization costs versus business-as-usual
- Difference in funding requirements from decarbonization reserve and standard reserve path
- Differences in project costs and project timing

- Utility costs and savings
- Carbon price savings (with an assumption that the price continues to escalate at \$15 / tonne beyond 2030) if applicable at the time of the study

### **Assumptions and References**

All assumptions and references included in the study should be documented. These should include but are not limited to:

- Inflation and savings interest rate assumptions; this should include documentation of methodology and/or references
- Estimated cost accuracy (percent +/-), highlighting (and quantifying) any variances from this cost accuracy for specific inventory items
- Utility cost escalations
- Carbon pricing assumptions (default assumption should be \$15 / tonne escalation beyond 2030).
- Emissions factors used for gas and electricity (average emissions factor should be used for electricity)

### **Additional Notes**

- The Ontario Ministry of Energy and the City of Toronto require energy and water to be reported annually under the following legislative requirements:
  - The Ontario government's Energy and Water Benchmarking and Reporting (EWRB) requirement (Ontario Regulation 506/18)
  - The City of Toronto's Energy and Water Reporting By-law, Municipal Code Chapter 367
- For eligible multi-unit residential buildings (including condominiums), reporting requirements include entering energy and water usage into Energy Star Portfolio Manager to generate an Energy Star score. Where applicable, the utility analysis should leverage the data in these reports to generate the baseline energy performance, costs and emissions. The Energy Star Score can also be used to assist with benchmarking the building's performance.
- TAF's understanding of the *Condominium Act* is that "improvements" are ineligible to be funded from the reserve over "major repair and replacement projects". However, funds in the reserve set aside for systems supplanted by a decarbonization measure can be used toward that measure. Until such time

legislation is changed, the *incremental* costs of a decarbonization pathway must be funded outside of the main reserve (e.g. through a separate fund).

## **SECTION E: MANDATORY SUBMISSION REQUIREMENTS**

### **1. Letter of Introduction / Executive Summary**

Each Response must include an introductory letter that introduces the Respondent and provides a summary of the key features of the Response. This letter must be signed (electronic signature is admissible) by the person(s) authorized to sign on behalf of and to bind the Respondent to statements made in the Response. This should be the same authorized signing officer of the Respondent who is indicated in the Submission Form (Appendix C).

### **2. Submission Form (Appendix C)**

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

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

Respondents should use the appropriate version of the Submission Form:

- The Submission Form for single Respondent, or
- The Consortium/Joint Venture Submission Form for Responses submitted by multiple Respondents working together.

## **SECTION F: MANDATORY TECHNICAL REQUIREMENTS**

Respondents must provide proof of qualifications to complete reserve fund studies in Ontario as prescribed in Section 32 of Ontario Regulation 48/01 under the *Condominium Act*.

## **SECTION G: ADDITIONAL SUBMISSION REQUIREMENTS FOR EVALUATION**

### **1. Respondent Profile**

Respondents should have staff, organization, culture, and financial resources adequate to ensure their ongoing ability to provide the Deliverables, including the ability to provide timely response and service to TAF and its partners over the period of any agreement.



To permit the Respondent to be evaluated fully as a viable and sound enterprise, the Respondent must provide the following information with respect to the Respondent, and if applicable, for each consortium member:

- A) A profile and summary of the corporate history of the Respondent including:
  - date that the Respondent's business operations started;
  - total number of employees;
  - major clients/business partners; and
  - a list and description of the products and/or services that the Respondent offers.
- B) A profile and summary of the corporate history of any corporate affiliates and the nature of the Respondent's relationship to them (i.e., research, financing, etc.).
- C) A copy of the Respondent's Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority regarding the Respondent as well as each applicable consortium member, if any.
- D) Should the Respondent partner with other companies or subcontractors to complete this work, items a) through c) for these partners shall also be included in the submission.

## **2. Proposed Staff Team and Resources**

It is important that the Respondent team demonstrate a high level of technical expertise, experience and familiarity with multi-unit residential building clients. Please note that where the skills, expertise and experience are being provided by a subcontractor or other legal entity apart from the Respondent, a Response that does not include the information requested in this Section for each such subcontractor or other entity will not be awarded full marks during the evaluation process.

In particular, the Respondent should provide the following:

- A) A list of key staff that the Respondent would propose to use for this work together with their professional qualifications, related project experience and an indication of their duties and responsibilities. Outline any procedures for transfer of responsibility should key staff listed transition or are unable to commit to participation in this work.
- B) Attach resumes for up to three key individuals. Additional resumes will not be reviewed.

- C) An outline of the proposed project team composition including individual roles and responsibilities.
- D) Provide a description of internal quality management and/or peer review process to ensure a high standard of work.
- E) Provide a statement of any actual or potential Conflict of Interest, if applicable

### **3. Experience and Qualifications of the Respondent**

It is important that the work be undertaken by a Respondent that can demonstrate experience in capital planning including:

- Reserve Fund Studies
- Building Sciences
- Mechanical and Electrical Engineering
- ASHRAE and/or Decarbonization Studies

The Respondent shall provide the following:

- A) Experience of the Respondent with up to two (2) reserve fund studies reference projects for multi-unit residential buildings within the past 5 years.
- B) Experience of the Respondent with up to two (2) ASHRAE or Decarbonization Studies for multi-unit residential buildings within the past 5 years.
- C) For each reference project above, the Respondent shall include the following information:
  - Project or building name;
  - Client name;
  - A brief description of the project and services provided;
  - A brief discussion of project outcomes;
  - Project costs;
  - Date of project and duration of involvement; and
  - Reference photos.

Reference projects in the GTHA will be weighed more favorably in the Qualification Criteria.

#### 4. Delivery and Approach

The Respondent shall provide the following:

- A) Statement of the Respondent's understanding of the goals and objectives of the prequalification as identified in Section D (Scope of Work) above.
- B) A summary of the Respondent's overall approach to fulfill the intents and objectives of the Scope of Work in full, including the Respondent's perspective on the information required to develop meaningful recommendations.

The following components should be included at a minimum:

- Baseline reserve fund study and component inventory
  - Utility analysis and energy/emissions performance benchmarking
  - Peak heating analysis and available electrical capacity analysis
  - Decarbonization project road-mapping and capital planning
  - Comparison of the baseline reserve fund strategy with the decarbonization plan
- C) The scope should outline a workplan for key milestones in the approach and the necessary tasks required to complete each milestone. Provide sufficient detail to demonstrate your understanding and approach.
- D) For main tasks identified, the member(s) or equivalent role of the Respondent's team that will be completing the work, including the assigned lead and any internal review process.
- E) Assumptions regarding roles and involvement of TAF staff and the building ownership group, including estimated amounts of time involvement and meetings to discuss review and advance project work.
- F) Briefly describe the Respondent's approach to client service and account management.

## 5. Commitment to Environmental and Social Values

In line with TAF's commitment to social and green procurement, the Respondent shall provide the following:

- A) Describe the sustainability, environmental and/or carbon reduction initiatives currently in place internally (i.e. for staff and organization) and externally (for/with clients, partners or wider industry)
- B) Describe the Respondent's policies and practices to promote equity, diversity and inclusion. Explain how the Respondent monitors and measures its progress, both internally and externally.
- C) Describe how the Respondent demonstrates a commitment to open, fair, inclusive, and transparent operations
- D) List and describe any certifications or programs the Respondent and its team are a part of
- E) Describe if the Respondent has commitments or programs to work preferentially with businesses owned by equity-seeking communities, or social enterprises and/or sourcing for local labour, materials and services

## SECTION H: PRE-CONDITIONS OF THE AWARD

This RFSQ does not contain any pre-conditions of the award. However, in subsequent RFPs or RFQs, there may be pre-conditions of the award that will be provided to the Qualified Suppliers selected from the Qualified Suppliers List. In order to win a bid, it is expected that Qualified Suppliers will be able to comply with these pre-conditions.

## SECTION I: QUALIFICATION CRITERIA

All Responses will be reviewed through an open, competitive process. The intent is to select the top-scoring Responses that exceed a score of 80, with up to fifteen (15) successful Respondents entering the Qualified Supplier List. TAF may, at its sole discretion, choose to invite additional Respondents to the Qualified Supplier List if they score within 20% of the top scoring Respondent.

The **Mandatory Submission Requirements** and **Mandatory Technical Requirements** described above are mandatory. Respondents that do not submit documentation satisfactorily demonstrating that these mandatory requirements are met will not be evaluated further.

Responses will be evaluated using the following **Evaluation Matrix**:

EVALUATION MATRIX			
Stage I: Mandatory Submission Requirements		Pass/Fail	
Stage II: Mandatory Technical Requirements		Pass/Fail	
Stage III: Qualification Criteria		Weighting	Minimum Threshold
Respondent Profile	<ul style="list-style-type: none"> <li>Profile and professionalism of the company</li> <li>Active number of years and proportion of business of Respondent working with MURB clients</li> </ul>	10	6
Proposed Staff Team and Resources	<ul style="list-style-type: none"> <li>Quality and organization of Respondent team</li> <li>Expertise of the project team as it pertains to completing Reserve Fund and Energy Studies</li> </ul>	20	12
Qualifications and Projects Completed	<ul style="list-style-type: none"> <li>Diversity and complexity of MURB types in reference projects presented</li> <li>Description of outcomes presented in reference projects</li> <li>Demonstrated experience in buildings sciences, mechanical engineering, electrical engineering and/or energy assessments through project work</li> </ul>	15	9
Delivery and Approach	<ul style="list-style-type: none"> <li>Organization of recommended approaches</li> <li>Suitability of delivery methods to meet ERFS objectives</li> <li>Distinctness and value added in delivery and approach</li> <li>Outlined approach for the following components:</li> </ul>	10	6
	<ul style="list-style-type: none"> <li>Baseline reserve fund study and component inventory</li> </ul>	5	3
	<ul style="list-style-type: none"> <li>Utility analysis and energy/emissions performance benchmarking</li> </ul>	5	3
	<ul style="list-style-type: none"> <li>Peak heating analysis and available electrical capacity analysis</li> </ul>	5	3
	<ul style="list-style-type: none"> <li>Decarbonization project road-mapping and capital planning</li> </ul>	15	9

	<ul style="list-style-type: none"> <li>Comparison of the baseline reserve fund strategy with the decarbonization plan</li> </ul>	10	6
Commitment to Environmental and Social Values	<ul style="list-style-type: none"> <li>Sustainability, Environmental and/or Carbon Reduction Initiatives</li> <li>Commitment to open, fair, inclusive, and transparent operations</li> </ul>	5	1
<b>Total Score</b>		<b>100</b>	<b>80*</b>

\*Note: The minimum threshold of each section does not add up to the minimum required total score. Responses must meet the minimum threshold for all individual sections and the minimum required total score in order for the Respondent to be considered for entry onto the Qualified Supplier List. Failing to meet the minimum total score, or the minimum threshold of any individual section even if the total score is above 80, will result in Respondents being removed from the evaluation.

Respondents should note that, in applying scores through the evaluation process, Responses are evaluated against the Evaluation Team's expectations of what are acceptable responses to the Qualification Criteria.

For consistency, the following table describes the characteristics attributable to particular scores for all Qualification Criteria categories:

<b>SCORING CHARACTERISTICS</b>	
<b>Score (Out of 10 Points)</b>	<b>Characteristics</b>
<b>No Marks</b> 0 Points	Response demonstrates no understanding of the requirements; criterion is absent from the Response.
<b>Below Mid-point</b> 1 – 3 Points	Response is not adequate; misses some key requirements.
<b>Mid-point</b> 4 – 6 Points	Response meets basic expectations and requirements.
<b>Above Mid-point</b> 7 – 9 Points	Response substantially meets expectations and requirements.
<b>Full Marks</b> 10 Points	Response 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.

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## APPENDIX B – PRICING

RFSQ: Enhanced Reserve Fund Studies
RFSQ Number: 24Pr01

NOT APPLICABLE

## APPENDIX C – SUBMISSION FORM

(for Single Respondent)

### 1. Respondent Information

Please fill out the following form, naming one person to be the Respondent's contact for the RFSQ process and for any clarifications or communication that might be necessary.	
RFSQ: Enhanced Reserve Fund Studies	
RFSQ Number: 24Pr01	
Full Legal Name of Respondent	
Any Other Relevant Name under which Respondent Carries on Business	
Street Address	
City, Province	
Postal Code	
Email Address	
Phone Number	
Company Website	
Primary Contact	
Name	
Title	
Phone	
Email	

### 2. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFSQ process will be governed by the terms and conditions of the RFSQ, 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 Respondent unless and until TAF and the Respondent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The Respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.



#### 4. Addenda

The Respondent is deemed to have read and taken into account all Addenda issued by TAF prior to the Deadline for Issuing Addenda. The Respondent 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 Respondent fails to complete this section, the Respondent will be deemed to have received all posted Addenda.

#### 5. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

#### 6. Conflict of Interest

The Respondent must declare all actual and potential Conflicts of Interest, as defined in Section 4.4.1 of the 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 Response; AND (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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## 7. Disclosure of Information

The Respondent hereby agrees that any information or documents provided in its Response, 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 Respondent hereby consents to the disclosure, on a confidential basis, of its Response by TAF to the advisers retained by TAF to advise or assist with the RFSQ process, including with respect to the evaluation of this Response.

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the Respondent.

## APPENDIX C – SUBMISSION FORM

(for Consortium/Joint Venture)

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

Please fill out the following form providing information regarding the Consortium/Joint Venture formed for this RFSQ.	
RFSQ: Enhanced Reserve Fund Studies	
RFSQ Number: 24Pr01	
Name of Consortium/Joint Venture	
Street Address	
City, Province/State	
Postal Code	
Email Address	
Phone Number	
Website (if applicable)	

### 2. Lead Respondent Information

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

### 3. Consortium/Joint Venture Members

Member Name / Organization	Role in Project	Contact Person	Email	Phone

### 4. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFSQ process will be governed by the terms and conditions of the RFSQ, 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 Respondent unless and until TAF and the Respondent execute a written agreement for the Deliverables.

### 5. Ability to Provide Deliverables

The Respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

### 6. Addenda

The Respondent is deemed to have read and taken into account all Addenda issued by TAF prior to the Deadline for Issuing Addenda. The Respondent 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 Respondent fails to complete this section, the Respondent will be deemed to have received all posted Addenda.

### 7. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

### 8. Conflict of Interest

The Respondent must declare all actual and potential Conflicts of Interest, as defined in section 4.4.1 of the 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 Response; AND (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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## 9. Disclosure of Information

The Respondent hereby agrees that any information or documents provided in its Response, 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 Respondent hereby consents to the disclosure, on a confidential basis, of its Response by TAF to the advisers retained by TAF to advise or assist with the RFSQ process, including with respect to the evaluation of this Response.

Consortium Member 1 Organisation 

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Name of Consortium/Joint Venture Member 1 

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Title of Consortium/Joint Venture Member 1 

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Signature of Consortium/Joint Venture Member 1 

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Date 

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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.

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## APPENDIX D – REFERENCES

RFSQ: Enhanced Reserve Fund Studies
RFSQ Number: 24Pr01

NOT APPLICABLE

## APPENDIX E: FORM OF AGREEMENT

### MASTER AGREEMENT FOR ROSTER FRAMEWORK

(the “Agreement”)

**BETWEEN:**

**THE ATMOSPHERIC FUND**

(referred to as “TAF”)

**AND:**

**[INSERT FULL LEGAL NAME OF SUPPLIER]**

(referred to as the “Supplier”)

**WHEREAS**, TAF issued a Request for Supplier Qualifications (the “RFSQ”) bearing RFSQ No. 24Pr01 to qualify potential suppliers for eligibility to provide Enhanced Reserve Fund Studies for multi-unit residential buildings in the Greater Toronto and Hamilton Area;

**AND WHEREAS**, pursuant to the RFSQ, the Supplier was selected to be included on a multi-use Qualified Supplier List (the “Roster”) for eligibility to participate in potential competitive processes (“Roster Competitions”) for the procurement of the Deliverables, as defined in the RFSQ;

**AND WHEREAS**, it is a condition to being included on the Roster that the Supplier execute this Agreement;

**AND WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meaning given to them in the RFSQ;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

#### 1. Term of Agreement

- a) This Agreement shall take effect on the **[insert date]** (the “Effective Date”) and shall remain in effect until **[insert date]** (the “End Date”) unless it is terminated earlier in



accordance with the terms of this Agreement or otherwise by operation of law. The term of this Agreement is hereinafter called the “**Term**”.

- b) TAF shall have the option to extend the Term twice, for up to one (1) year each time.

## **2. Scope of Agreement**

- a) This Agreement, including the schedules attached hereto, governs the relationship between TAF and the Supplier in respect of the Roster.
- b) The Supplier consents to its inclusion on the Roster and acknowledges and agrees that such inclusion is at TAF’s sole and unfettered discretion.
- c) The Supplier acknowledges and agrees that there is no obligation whatsoever binding upon TAF to request, offer, invite or select the Supplier to provide any services or goods, including the Deliverables, under this Agreement or otherwise.
- d) The Supplier acknowledges and agrees that the selection by TAF of a particular supplier at any time or from time to time from the Roster is at TAF’s sole and unfettered discretion.
- e) No undertaking or any form of statement, promise or representation shall be deemed to have been made by TAF under this Agreement, save and except only as explicitly set out herein.
- f) The Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any undertaking, statement, promise or representation by TAF.
- g) The Supplier acknowledges that in entering into this Agreement, no form of exclusivity has been conferred on, or volume guarantee has been granted by TAF in relation to the provision of the Deliverables by the Supplier and that TAF is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services or goods, including the Deliverables.
- h) The Supplier acknowledges that the Roster may be made public by TAF (including by publication on TAF’s website), and that building owners, municipalities or other Persons may use the Roster while following their own respective procurement policies for service-provider selection.

## **3. Management of the Roster**

- a) The Supplier acknowledges and agrees that, during the Term, TAF may and will permit other suppliers to apply for qualification and inclusion on the Roster, all as determined by TAF in its sole and unfettered discretion.

- b) The Supplier acknowledges and agrees that TAF may, at any time in its sole and unfettered discretion and upon notice, suspend or remove suppliers, including but not limited to the Supplier, from the Roster.
- c) If the Supplier is suspended from the Roster, then the Supplier will not be eligible to participate in Roster Competitions during the period of suspension.
- d) If the Supplier is removed from the Roster, then the Supplier will no longer be eligible to participate in Roster Competitions.
- e) The Supplier acknowledges that TAF intends to make the Roster public so as to encourage its use.
- f) When TAF utilizes the Roster on behalf of a building owner, TAF will issue a Request for Quote (an “**RFQ**”) to a minimum of three (3) suppliers on the Roster at random. However, to promote fairness and support TAF’s market development work, the last supplier awarded a contract and any suppliers who have been awarded a contract in the thirty (30) days prior to the RFQ issue date may be excluded in TAF’s sole and unfettered discretion, unless otherwise requested by a building owner or their agent.

#### **4. Provision of Deliverables**

- a) The Supplier represents and warrants its ability to provide the Deliverables in accordance with the terms and conditions of the RFSQ.
- b) The Supplier acknowledges and agrees that it may be selected to provide the Deliverables to building owners or to TAF (in either case a “**Requestor**” hereunder).
- c) If a Requestor requires the Deliverables, then the Requestor may invite suppliers listed on the Roster, including the Supplier, to participate in an RFQ or Request for Proposal process.
- d) The provision of the Deliverables will be governed by the terms and conditions of a contract entered into between the Supplier and the Requestor.

#### **5. Execution and Delivery**

- a) 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

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document format (PDF), shall have the same legal effect as delivery of a manually executed counterpart of this Agreement.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date of the last party to sign, as indicated by the date stated under that party's signature below.

**THE ATMOSPHERIC FUND**

Signature:

Name: Julia Langer

Title: CEO

Date of Signature:

I have the authority to bind TAF.

**[SUPPLIER'S FULL LEGAL NAME]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

## SCHEDULE 1 – STANDARD TERMS AND CONDITIONS

### ARTICLE 1: TERM AND TERMINATION

- 1.1 The Term of this Agreement begins on the Effective Date and continues until the End Date unless terminated earlier.
- 1.2 TAF reserves the right to terminate this Agreement upon at least 14 days' advance written notice to the Supplier.
- 1.3 The Supplier reserves the right to terminate this Agreement upon at least 30 days' advance written notice to TAF.

### ARTICLE 2: CONFIDENTIALITY

- 2.1 For the purposes 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 RFSQ and this Agreement, 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 Supplier 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 Supplier of its obligations under this Agreement; or
  - c) is obligated to be produced by law or 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 Supplier co-operates to the extent reasonable in preserving its confidentiality.
- 2.2 The Supplier acknowledges and agrees that the Confidential Information is the property of TAF. The Supplier will maintain the Confidential Information in strict confidence and will not disclose Confidential Information to any employee (save and except only to the extent necessary to perform its obligations under this Agreement) or to any third party (save and except only with the prior written consent of TAF).

- 2.3 Upon termination of this Agreement or otherwise upon the request of TAF, the Supplier 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 Supplier or other parties to whom the Supplier has provided the Confidential Information. Neither the Supplier nor any parties to whom the Supplier has provided the Confidential Information will retain copies of any Confidential Information.

### **ARTICLE 3: DISPUTE RESOLUTION AND INJUNCTIVE RELIEF**

- 3.1 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.
- 3.2 The Supplier recognizes that violation, breach or anticipated breach of the obligations of the Supplier under this Agreement may cause serious and irreparable harm to TAF such that an action in damages may not be a sufficient remedy. Consequently, the Supplier recognizes, acknowledges and agrees that TAF shall, in addition to an action in damages and any other legal remedy it may have in law or equity, 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 Supplier and without prejudice to the rights of TAF to obtain damages.

#### ARTICLE 4: INDEMNIFICATION

- 4.1 The Supplier agrees to fully indemnify and defend and save completely harmless TAF, and its directors, officers, employees, agents, successors, and permitted assigns (collectively, the **"Indemnified Party"**) from and against any and all claims, actions, causes of action, demands, proceedings, losses, damages, liabilities, deficiencies, costs, and expenses (including but not limited to legal fees and disbursements) suffered or incurred by the Indemnified Party that are related, directly or indirectly, to: (i) the provision of any services performed by the Supplier through its participation regarding the Roster; (ii) any inaccuracy of any representation or warranty by the Supplier contained in this Agreement or in any document delivered pursuant to this Agreement; (iii) any negligence or willful misconduct by the Supplier; (iv) any breach or non-performance by the Supplier of any obligation to be performed by it that is contained in this Agreement or in any document delivered by the Supplier pursuant to this Agreement; and (v) any breach or alleged breach by the Supplier of any of intellectual property rights or privacy rights of any Person.

#### ARTICLE 5: CONFLICT OF INTEREST

- 5.1 The Supplier acknowledges and agrees that TAF may terminate this Agreement and remove the Supplier from the Roster for any conduct, situation or circumstances determined by TAF, in its sole and absolute discretion, to constitute a conflict of interest.
- 5.2 The Supplier represents and warrants that, prior to entering into this Agreement, the Supplier has disclosed to TAF all actual and potential conflicts of interest that may exist or arise by virtue of the Supplier entering into this Agreement and that could, or could be seen to, impact the Supplier's ability to perform its obligations under this Agreement or to provide the Deliverables.
- 5.3 The Supplier warrants that it, its partners, directors, officers, employees, agents, affiliates and subsidiaries shall not during the term of this Agreement engage in any conduct or enter into any material agreement or transaction which, actually or potentially, creates a conflict of interest with the performance of the Supplier's obligations under this Agreement or the Supplier's ability to provide the Deliverables, without the Supplier first disclosing to TAF the actual or potential conflict of interest and obtaining the express prior written consent of TAF.

#### ARTICLE 6: PROHIBITED CONDUCT

- 6.1 The Supplier represents and warrants that it has not engaged in any conduct prohibited by the RFSQ or this Agreement.

- 6.2 The Supplier agrees and covenants that it will not engage in any conduct prohibited by the RFSQ or this Agreement.
- 6.3 The Supplier acknowledges and agrees that TAF may terminate this Agreement and remove the Supplier from the Roster if TAF, in its sole and absolute discretion, determines that the Supplier has engaged in any conduct prohibited by the RFSQ, this Agreement or any Applicable Law.

#### **ARTICLE 7: REPRESENTATIVES AND NOTICES**

- 7.1 The Supplier's representative shall be as follows (unless indicated otherwise in writing by the Supplier):
- Name: **[Insert]**  
Address: **[Insert]**  
Phone: **[Insert]**  
Email: **[Insert]**
- 7.2 TAF's representative shall be as follows (unless indicated otherwise in writing by TAF):
- Name: Keith Burrows  
Address: The Atmospheric Fund  
Metro Hall (C/O Union Station, 2nd Floor East Wing)  
55 John Street  
Toronto, Ontario M5V 3C6  
Phone: 416-392-0271  
Email: [kburrows@taf.ca](mailto:kburrows@taf.ca)
- 7.3 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 written notice to the other party of the name, address and contact details of the substitute representative.
- 7.4 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 8: GENERAL

- 8.1 Compliance with Applicable Laws. The Supplier shall comply with all applicable laws, regulations and ordinances. The Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 8.2 No Waiver. The failure by TAF to insist in one or more instances upon the performance by the Supplier 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 Supplier 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.
- 8.3 Assignment. The Supplier may not assign this Agreement or any part thereof without the prior written approval of TAF.
- 8.4 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: (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.
- 8.5 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors and permitted assigns.
- 8.6 Entire Agreement. This Agreement, including all schedules attached hereto, embodies the entire agreement between the parties hereto with regard to the matters dealt with herein and supersedes and replaces any prior understanding or agreement, collateral, oral or otherwise.
- 8.7 Amendments. No change to or modification of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

- 8.8 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable at law, then such provision shall not affect the validity of any other provision hereof.
- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 8.10 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 this Agreement or any part hereof.
- 8.11 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.
- 8.12 No contra proferentem. This Agreement has been negotiated by each party hereto 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.
- 8.13 Relationship between the parties. TAF and the Supplier are entirely independent and unrelated entities. Nothing whatsoever contained in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent as between TAF and the Supplier. It is understood and agreed by the parties hereto that the Supplier is independent of TAF, and that neither the Supplier nor any of its agents or employees shall have any right or authority whatsoever to assume or create any obligation of any type, nature or kind, whether express or implied, binding upon TAF.