



Request for Supplier Qualification

Engineering Feasibility Study Requirements

RFSQ Number: 24Pr02

Issue Date:

Wednesday, October 15, 2025 (10:00 AM EDT)

Submission Deadline:

Wednesday, November 19, 2025 (3:00 PM EST)

Issued by:

The Atmospheric Fund

SUMMARY SHEET

RFSQ Number:	24Pr02
Title:	Engineering Feasibility Study Requirements
Status:	Open
Issue Date:	Wednesday, October 15, 2025 (10:00 AM EDT)
Procurement Overview:	TAF is inviting Respondents (i.e. engineering service providers) to respond to this RFSQ for the purpose of completing engineering reviews of existing buildings and retrofits. The scope of services includes completing engineering feasibility studies for retrofit projects targeting significant emissions reductions (40% reductions or higher) and other mechanical / electrical engineering services. The expectation is that feasibility studies will be completed to the minimum level of an ASHRAE Level II Energy Audit. Certain projects, whether applying for funding or certification, may require a higher-level review than this. Services will focus on primarily multi-unit residential buildings (MURBs) in the GTHA to help prepare owners for reducing their reliance on conventional gas-fired equipment.
Deadline for Questions:	Monday, October 27, 2025 (5:00 PM EDT)
Deadline for Issuing Addendum:	Monday, November 3, 2025 (5:00 PM EST)
Public Opening:	No
Submission Deadline:	Wednesday, November 19, 2025 (3:00 PM EST)
Anticipated Award Date:	Friday, December 19, 2025 (4:00 PM EST)
Bid Submission Type:	Online Submissions only through Bonfire Portal
Submission Method:	Online Submissions only through Bonfire Portal
Language:	English
RFSQ Contact:	Sachin Sethi purchasing@taf.ca

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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 C).

“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 C 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 G (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 **Engineering Feasibility Study Requirements** 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

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, through the Bonfire Portal or email, 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

Issue Date:	Wednesday, October 15, 2025 (10:00 AM EDT)
Deadline for Questions:	Monday, October 27, 2025 (5:00 PM EDT)
Deadline for Issuing Addenda:	Monday, November 3, 2025 (5:00 PM EST)
Submission Deadline:	Wednesday, November 19, 2025 (3:00 PM EST)
Anticipated Award Date:	Friday, December 19, 2025 (4:00 PM EST)
Tentative Contract Start:	January 2026

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 C – 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.

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 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.

A Response may not be withdrawn after the Submission Deadline.

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.

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.

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 – Qualification Criteria

3.2.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Response(s) have submitted a complete and appropriate version of the Submission Form (Appendix B). If a Response fails to satisfy this Requirement, the Response will be disqualified and will not proceed to enter Stage II.

3.2.3 Stage II – Qualification Criteria

Stage II will score each qualified Response based on the Qualification Criteria described in the Section G 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 G 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 Preferred Respondents

The Preferred 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 C of the RFSQ Particulars (Appendix A).

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 must not contact any employees, officers, consultants, agents, elected officials or other representatives of TAF regarding this RFSQ, except for the designated RFSQ contact. Any Respondent found to have contacted persons other than the RFSQ Contact may be disqualified from or have their Response rejected. The Respondent is solely responsible for seeking any clarification, 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 B), 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 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 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:

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- (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 B).

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:

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- (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.

4.5.3 Non-Disclosure Agreement

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

4.6 Procurement Process Non-Binding

4.6.1 No Contract A and No Claims

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

For greater certainty and without limitation:

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- (a) this 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

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.

APPENDIX A – RFSQ PARTICULARS

SECTION A: PURPOSE

TAF is inviting Respondents (i.e. engineering service providers) to respond to this RFSQ for the purpose of completing engineering reviews of existing buildings and retrofits. The scope of services includes completing engineering feasibility studies for retrofit projects targeting significant emissions reductions (40% reductions or higher) and other mechanical / electrical engineering services. The expectation is that feasibility studies will be completed to the minimum level of an ASHRAE Level II Energy Audit. Certain projects, whether applying for funding or certification, may require a higher-level review than this. Services will focus on primarily multi-unit residential buildings (MURBs) in the GTHA to help prepare owners for reducing their reliance on conventional gas-fired equipment.

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 feasibility studies 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: 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 the different retrofit opportunities available to them. To this end, TAF is looking to support MURBs reduce their emissions profile. TAF has developed this framework for evaluating equipment retrofit opportunities, assessed against overall costs, energy reductions and emissions avoided.

SECTION C: SCOPE OF WORK

Decarbonization Studies

I. General Requirements

- To support deep retrofit projects, engineering feasibility or decarbonization studies need to be completed to assess potential opportunities. Feasibility

-
- studies are anticipated to detail the existing performance of a building, as well as identify potential pathway(s) towards reducing or removing operational carbon emissions.
- A feasibility study can be completed for the entire complex or can be focused on a specific component that requires retrofit. While studies are expected to be completed to the level of an ASHRAE Level II Audit, the primary goal should be to identify implementable pathways that meet specific carbon reduction performance targets.
 - For reference, TAF supported projects are required to reduce emissions by 40% compared to existing baseline performance, with thermal demand needs (80%) being predominantly met with heat pump technology.

II. Baseline Utility Analysis and Benchmarking

- Review a minimum of 12-months of existing utility energy data to establish the building's baseline energy performance.
- Identify independent variables (weather, occupancy, etc.) and develop a baseline regression model to normalize energy data. The regression model R^2 value shall target 0.75 or higher to establish statistical correlation.
- Establish an annual baseline emissions performance based on Scope 1 and Scope 2 emissions.
- Establish energy costs per utility.
- Benchmark the building's energy and carbon performance (energy use intensity kWh/m²/year and greenhouse gas intensity kgCO₂eq/m²/year) to similar buildings.
- Present an end use breakdown of the different energy loads for the building.

III. Peak Heating Analysis

- Establish the baseline peak thermal energy demands (i.e., output energy) required for existing heating and cooling systems. Peak demands can be determined from utility bills, energy modelling, or other tools.
- Compare the peak thermal demands with existing equipment sizing, the level of redundancy and existing control strategy for the building
- Where applicable, estimate the cooling loads required to meet future weather conditions.

IV. Electrical Capacity Analysis

- Determine the current electrical incoming service capacity of the building, including confirming the site transformer capacity from Toronto Hydro (if required).
- Determine peak electrical capacity from utility bills or metered data (up to 5 years available for historical data).
- Identify the available electrical capacity for heating electrification projects

-
- Identify seasonal differences and trends in building electrical demand as it relates to future electrification upgrades.

V. Decarbonization Plan

- While there are several paths to decarbonization, the analysis should provide one or multiple pathways to reduce emissions by at least 40%.
- The analysis should focus on “near-zero” retrofits where heat pumps provide all or most of the thermal demand needs (i.e., energy output) with no more than 20% of thermal demand needs provided by electric resistance or fossil fuels inputs. Where residual combustion is required for backup or peaking, this should be quantified and limited as much as possible. “Hard to eliminate” loads (e.g. process loads, restaurant cooking, etc.) should also be identified and quantified.
- The study should take a holistic view of the building and must consider:
 - o The existing peak heating and cooling demands (as established in the peak heating analysis).
 - o Future electrical capacity needs heating solutions (as established in the electrical capacity analysis).
 - o Cost-effective solutions for electrifying fossil fuel systems.
 - o Envelope improvements at time of repair or renewal.
 - o Opportunities for heat recovery.
 - o Future weather conditions (see General Notes).
 - o Potential for distributed energy resources (DERs), such as renewable energy generation and/or storage.
- Each pathway should analyze/identify carbon reduction measures to a level equivalent to an ASHRAE Level II Audit. Measures should be reviewed against existing capital plans or reserve fund studies to align with scheduled replacement timelines. The following metrics should be categorized for each measure:
 - o Energy, and utility cost and emissions savings
 - o Applicable carbon costs that are relevant at the time of the study
 - o Carbon reductions and potential cost savings from the escalating price of carbon
 - o Capital cost estimates and operating cost estimates. Where applicable, the “incremental” costs should be compared to corresponding end-of-life like-for-like replacements. Cost estimates should be Class D or higher. or business-as-usual cases
 - o Potential incentive savings programs available.
- An energy and emissions comparison of the existing building(s) against the building with the recommended measures installed should be completed. Key metrics compared should include:
 - o Thermal Energy Demand Intensity (TEDI in kWh/m²/year)

-
- Total Energy Use Intensity (TEUI in kWh/m²/year)
 - Green House Gas Intensity (GHGI in kgCO₂eq / m² / year) and total emissions (Tonnes CO₂eq)
 - Peak electricity demand (kW)
 - An executive summary of measures in a recommended decarbonization pathway that outline energy, utility and emissions savings.

VI. General Notes

- Toronto Hydro's Climate Action team provides complimentary services to help building owners and operators better understand their building's energy use and prepare for electrification. Their support includes:
 - Hourly aggregated metered electrical data access to help assess a building's peak demand
 - Heating Load Estimator to model the potential maximum peak increase in heating demand for electrification
 - Site capacity check with a non-binding estimate to assess if requested electrical capacity is available, along with a high-level upgrade cost and timeline
 - Virtual energy audits through OPEN Technology's Virtual Decarbonization Plan tool, to assist with planning retrofit actions
 - ENERGY STAR® Portfolio Manager setup and support
 - Guidance on rebates and funding, with help applying where applicable
- With respect to future weather and climate conditions, GTHA temperatures are increasing, and this will impact how buildings approach renewing their equipment (reference: <https://www.toronto.ca/wp-content/uploads/2024/12/949f-TorontosCurrentandFutureClimate-REPORT-Final.pdf>). While we do not see this changing the decarbonization strategy for most buildings (i.e., envelope improvements & fuel switching), we want increasing temperatures to be considered in future renewal strategies, in particular, for considering new cooling equipment. We do not expect excessive energy modeling of future climactic data to be completed for this exercise.
- 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 buildings, 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 baseline energy performance, costs, and emissions. The Energy Star Score can also be used to assist with benchmarking the building's performance. All partners working with TAF require annual utility data uploaded to Energy Star, regardless of these requirements.
 - While not yet in circulation, the City of Toronto is developing building emissions performance standards that set maximum limits for emissions produced. We expect other municipalities will do the same. When these standards become active, associated costs will need to be considered for projects in jurisdictions where applicable.

SECTION D: QUALIFIED SUPPLIER LIST

The top-scoring Responses that exceed a score of 70 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.

TAF may also issue RFQs or RFPs to the Qualified Suppliers for additional engineering services, including but not limited to the following:

- Mechanical / electrical design work
- Mechanical / electrical design reviews
- Building mechanical and/or electrical system review
- Mechanical system troubleshooting and optimization support

SECTION E: SUBMISSION REQUIREMENTS

Please respond to this section in full. Failure to provide all requested information will be considered non-responsive, and no points will be awarded during the evaluation.

Provide complete answers to each question in separate, clearly labeled sections, following the same sequence as outlined below, and submit the entire response as **one PDF document**.

1. Respondent Profile (Max 2 pages)

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 (Max 5 pages)

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 (Max 4 pages)

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

- 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) ASHRAE or Decarbonization Studies for multi-unit residential buildings within the past 5 years.
- B) Experience of the Respondent with engineering design for up to two (2) multi-residential buildings in the past 5 years. Design associated with retrofits preferred.
- 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 (Max 4 pages)

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 Decarbonization Study 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:

- Utility analysis and energy/emissions performance benchmarking
 - Peak heating and cooling analysis
 - Available electrical capacity analysis
 - Decarbonization plan and measures analysis
- 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 (Max 2 pages)

TAF is committed to advancing social and environmental procurement. Respondents are encouraged to highlight their values and practices in this section:

- Please indicate if your organization meets any of the following criteria: It is locally owned (GTHA, Ontario and/or Canada); and/or it is a non-profit, social enterprise, employee-owned, co-operatively owned, or a certified B Corporation; and/or if it is BIPOC or women-owned. Please provide documentation or details as applicable.
- Describe your organization's sustainability, environmental, and/or carbon reduction initiatives—internally (e.g., operations) and externally (e.g., delivering services, supply chain).
- Describe commitments or efforts to partner with equity-deserving, BIPOC and women-owned businesses, social enterprises, and/or to support local hiring and purchasing.
- Disclose any work with fossil fuel sector clients (for informational purposes only. Disclosure will not disqualify any Respondent).
- Describe your policies and practices on equity, diversity, inclusion, and Indigenous reconciliation. Indicate how progress is tracked and evaluated.
- Explain how your firm promotes open, fair, inclusive, and transparent operations.
- Note any relevant training, certifications, or programs your team or organization participates in.

6. Submission Form (Appendix B)

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

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

Respondents should use the appropriate version of the Submission Form:

- A standard Submission Form for individual Respondents.
- A Consortium/Joint Venture Submission Form for responses submitted by multiple firms working together.

SECTION F: 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 G: 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 70, 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.

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

EVALUATION MATRIX			
Mandatory Submission Requirements		Pass/Fail	
E 6 - Submission Form (Appendix B)			
Qualification Criteria		Weighting	Minimum Threshold
Respondent Profile	- Profile and professionalism of the company - Active number of years and proportion of business of Respondent working with MURB clients	10	5
Proposed Staff Team and Resources	- Quality and organization of Respondent team - Expertise of the project team as it pertains to completing Reserve Fund and Energy Studies	20	10
Qualifications and Projects Completed	- Diversity and complexity of MURB types in reference projects presented - Description of outcomes presented in reference projects - Demonstrated experience in buildings sciences, mechanical engineering, electrical engineering and/or energy assessments through project work	15	5
Delivery and Approach	Organization of recommended approaches	12	6

	• Suitability of delivery methods to meet scope objectives • Distinctness and value added in delivery and approach. • Outlined approach for the following components:		
	▪ Utility analysis and energy/emissions performance benchmarking	6	3
	• Peak heating and cooling analysis	6	3
	▪ Available electrical capacity analysis	6	3
	▪ Decarbonization plan and measures analysis	20	10
Commitment to Environmental and Social Values	• Sustainability, Environmental and/or Carbon Reduction Initiatives • Commitment to open, fair, inclusive, and transparent operations • Local and diverse ownership	5	1
Total Score		100	46

*Note: 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 70, 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:

SCORING CHARACTERISTICS	
Score (Percentage of points available)	Characteristics
No Marks 0%	Response demonstrates no understanding of the requirements; criterion is absent from the Response.
Below Mid-point 10% – 30%	Response is not adequate; misses some key requirements.
Mid-point 40% - 60%	Response meets basic expectations and requirements.
Above Mid-point 70% - 90%	Response substantially meets expectations and requirements.
Full Marks 100%	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.

APPENDIX B – 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.	
24Pr02 – Engineering Feasibility Study Requirements	
Full Legal Name of Respondent	
Any Other Relevant Name under which Respondent Carries on Business	
Street Address	
City, Province/State	
Postal/ZIP Code	
Email Address	
Phone Number	
Company Website	
Contact Person	
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:

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 Corporation.

APPENDIX B – 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.	
24Pr02 – Engineering Feasibility Study Requirements	
Name of Consortium/Joint Venture	
Street Address	
City, Province/State	
Postal/ZIP 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/ZIP Code	
Email Address	
Phone Number	
Company Website	
Contact Person	
Name	
Title	
Phone	
Email	

3. Member Organization Details

(to be completed by each consortium member)

Organization Name	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:

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.

Lead Respondent

Organization Name

Name and Title of Authorized Signatory

Signature

Date

I have the authority to bind the Corporation.

Consortium Member 1

Organization Name

Name and Title of Authorized Signatory

Signature

Date

I have the authority to bind the Corporation.

Consortium Member 2

Organization Name

Name and Title of Authorized Signatory

Signature

Date

I have the authority to bind the Corporation

APPENDIX C: 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. 24Pr02 to qualify potential suppliers for eligibility to provide Engineering Feasibility Study Requirements 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.

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

6. Performance Standard

- a) The Supplier shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Supplier makes no warranty, express or implied, with respect to its services, other than its obligation to comply with the Standard of Care. Any representation, statement of duty, or commitment made by the Supplier that may be construed as a warranty or guaranty, is not a warranty or guaranty, but is an obligation to comply with the Standard of Care and to endeavor to satisfy the representation, statement of duty, or commitment accordingly.

[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).

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- 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 disagreement, dispute or claim arising from or relating to this Agreement, the parties shall diligently in good faith use reasonable efforts to attempt to promptly resolve the dispute.
- 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

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.

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- 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.