



REQUEST FOR PROPOSALS

FOR

**LANDSCAPE MAINTENANCE, SNOW REMOVAL AND LITTER
PICK SERVICES**

RFP No.:	ON-2023-002
Issue Date:	August 2, 2023
Submission Deadline:	September 6, 2023

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1. Introduction

1.1. Company Description

Parc Downsview Park Inc. (the “**Company**”) is an agent Crown corporation, which manages a property known as “**Downsview Park**” as outlined in Schedule 2.

Downsview Park is the former Canadian Forces Base Downsview that was declared surplus to Government needs in 1996. The Site (as defined below) includes development lands and an urban park component that over time will become an innovative mixed-use community.

1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals for landscape maintenance, snow removal, ice control, and litter pick services for Downsview Park in Toronto, Canada (the “**Scope of Work**”). This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around September 1, 2023.

The term of the Agreement is three (3) years with an option in favour of the Company to extend the term by two (2) optional terms of one (1) year each.

1.4. RFP Tentative Timetable

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

Event	Date
RFP Issue Date	August 02, 2023
Submission Deadline for Receipt Confirmation Schedule	August 11, 2023 @ 16:00 ET
Potential Proponents’ Briefing and Site Visit	August 22, 2023 @ 10:00 ET
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	August 25, 2023 @ 16:00 ET
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	August 30, 2023
RFP Submission Deadline	September 06, 2023 @ 16:00 ET

Anticipated Agreement Start Date

October 1, 2023

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will advise all proponents via email.

1.5. RFP Coordinator

Restricted Communications

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

Name:	Jason Weeks
Title:	Manager, Procurement and Inventory Control
Address:	290 Bremner Blvd., Toronto, Ontario, M5V 3L9
Phone #:	416-601-4754
E-mail address:	rfp-on2023-002@clc.ca

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

Authorized Amendments, Waivers, Information, or Instructions

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

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

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

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

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“Company” has the meaning ascribed to it in Section 1.1 (Company Description).

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“days” means calendar days.

“Diversity and Inclusion” means fostering an environment that respects dignity and individual ideas and beliefs of those with visible and invisible differences (such as gender identity, race or disabilities which lead to differences in experience, values, attitudes, and ways of thinking, behaving, communicating and working), and removes barriers for those with physical, mental, intellectual, learning, communication or sensory impairments and/or functional limitations, and thereby ensures equity.”

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Company to evaluate the Proposals.

“Personal Information” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“Preferred Proponent” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

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

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

“**Request for Proposals**” or “**RFP**” means this Request for Proposals issued by the Company and all schedules thereto.

“**RFP Submission Deadline**” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“**RFP Coordinator**” means the individual identified in Section 1.5 (RFP Coordinator).

“**Schedule**” means one of the schedules to this RFP listed at Section 2.2 (and “**Schedules**” has a corresponding meaning).

“**Site**” means the property known as Downsview Park as shown in Schedule 2, Drawing A.

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Drawings”	Schedule 2
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 3
“Corporate Overview Schedule”	Schedule 4
“Pricing Schedule”	Schedule 5
“Declaration and Certification Schedule”	Schedule 6
“References Schedule”	Schedule 7
“Receipt Confirmation Schedule”	Schedule 8
“Form of Agreement Schedule”	Schedule 9
“Form of Licence Agreement Schedule”	Schedule 10
“Certificate of Compliance Schedule”	Schedule 11

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

2.4. RFP Information

2.4.1 Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2 Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1 Submission

Proponents must submit requests for clarification in writing by email to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted by the Questions to be Submitted in Writing Deadline as set out in Section 1.4 (RFP Tentative Timetable).

2.5.2 Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be

distributed in numbered Addenda to Proponents by posting such Addenda on canadabuys.ca. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

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

2.5.3 Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be issued to all Proponents on canadabuys.ca as set out in Section 1.4 (RFP Tentative Timetable), unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

2.6. Receipt Confirmation

Proponents must complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein, by the date and time mentioned in Section 1.4 (RFP Tentative Timetable).

2.7. Proposal Submission

2.7.1 General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), in Portable Document Format (.pdf) files, bear the Proponent's name, email address and RFP # ON-2023-002, and addressed to rfp-on-2023-002@clc.ca

Proposals received after the RFP Submission Deadline shall not be considered and shall be deleted by the Company. Each Proponent is responsible for the actual delivery of its Proposal to the email address and for seeking confirmation that the Proponent's Proposal has been received.

Proposals are to be submitted in English only, and any Proposal received by the Company that is not entirely in English may be disqualified.

2.7.2 Receipt

The date/time of every Proposal received will be recorded at the location referred to in Section 2.7.1 (General).

2.8. Withdrawal of Proposal

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

2.9. Amendment of Proposal

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

2.10. Completeness of Proposal

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

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

2.11. Proponent's Proposals

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

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 90 days from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in

its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

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

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

2.16. Verification of Information

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

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

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

2.17. Proposal Acceptance

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

2.18. Substantial Compliance

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

2.19. No Publicity or Promotion

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

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

2.20. Debriefing

Not later than fifteen (15) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

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

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1 Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal ("**Company Confidential Information**") constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

2.21.2 Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3 Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents

have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;

- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 10 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for executing the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, proceed per (b) below (regardless of whether the extended period to execute the Agreement has elapsed);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

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

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;

- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

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

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

2.28. Assignment

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

2.29. Priority of Documents

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

2.30. Governing Law

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

3. Proposal Evaluation, Format and Contents

3.1. General

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

Stage	Description	Points
I	Mandatory Requirements	(Pass/Fail)
II	Rated Information ¹	65
III	Pricing	35
IV	Reference Verification	(Pass/Fail)
	Total	100

3.2. Proposal Format

3.2.1 General

The Proponent's Proposal should be comprised and formatted as follows:

- a. One (1) PDF file or folder of files named as Proposal, excluding the Pricing Schedule
- b. One (1) password protected PDF file or folder of PDF files named as "Pricing Schedule" containing the Pricing Schedule. Once the evaluation of the Rated Information is completed the Company will reach out to Proponents for the password to the "Pricing Schedule" file(s).

3.2.2 Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 10 MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.6 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures). In the

¹ Excluding pricing.

event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

3.3. Proposal Contents – Mandatory Requirements and Rated Information

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

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

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

MANDATORY REQUIREMENTS	Evaluation
<p>3.3.1 Declaration and Certification</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2 Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3 References</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4 Proponent Consortium Information</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are 	<p><i>Pass or Disqualification</i></p>

<p>subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.</p> <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating "Not Applicable".</p>	
<p>3.3.5 Proponent Consortium Information</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule.</p> <p>The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>

RATED INFORMATION	Scoring	Evaluation
Part A Corporate Overview		<i>Available Points: 15</i>
<p>3.3.6 Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p>	5	<p>To obtain the maximum points available for this criterion, the Proponent must provide the requested information in the Corporate Overview Schedule and must state in the Schedule that it is able to deliver the Scope of Work internally without having to rely on a consortium. Fewer points will be awarded if the Proponent needs to rely on a consortium.</p>
<p>3.3.7 Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	5	<p>Proponents will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to the Company or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost effectiveness of the Proponent's delivery of the Scope of Work.</p>

<p>3.3.8 Diversity & Inclusion</p> <p>The Proponent should provide comments on their Diversity and Inclusion policies and how they plan to incorporate Diversity and Inclusion into their team(s).</p>	<p>5</p>	<p>Points will be awarded to Proponents that can clearly demonstrate:</p> <ul style="list-style-type: none"> • a constructive corporate philosophy on Diversity and Inclusion; • examples of how Diversity and Inclusion policies or practices will be incorporated into the delivery of the Scope of Work; and • a company that is certified or is self-identified as +51% owned, operate, and controlled by traditionally under-represented groups including, persons with disabilities, visible minorities, indigenous persons, and/ or persons who identify as 2SLGBTQIA+.
<p>Part B Scope of Work Capabilities and Related Matters</p>		<p><i>Available Points: 40</i></p>
<p>3.3.9 Scope of Work Capabilities</p> <p>The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent proposes to take to meet the Scope of Work requirements.</p>	<p>20</p>	<p>Maximum points may be achieved by:</p> <ul style="list-style-type: none"> • demonstrating an ability to provide a quality, service-oriented landscape maintenance, snow removal and litter pick-up service within a community-based setting similar to Downsview Park (5 points); • providing a clear methodology and implementation plan (which may include increasing and decreasing staffing as required to meet seasonal requirements for any particular service) to perform the Scope of Work (5 points); • provide a detailed work plan of the activities contemplated including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool, and the names of the individuals performing each task (5 points); and • articulating a clear understanding of the opportunities and the challenges of this complex project (5 points); <p>Proponents who fail to submit all the requested information will receive zero points.</p>
<p>3.3.11 Health and Safety and WHMIS Training</p> <p>The Proponent should describe the Workplace Hazardous Materials Information</p>	<p>5</p>	<p>Maximum points may be achieved by Proponents who:</p> <ul style="list-style-type: none"> • demonstrate that their company has a comprehensive Health and Safety program;

<p>System training that its personnel may have received in accordance with Applicable Laws.</p>		<ul style="list-style-type: none"> • demonstrate that their company has culture that actively promotes health and safety; and • provide details relating to the training provided to employees with respect to Workplace Hazardous Materials Information System (including but not limited to pesticides, herbicides, fuels, calcium chloride, rock salt)
<p>3.3.12 Personnel</p> <p>The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.22 (Personal Information) before submitting any such personal information.</p>	<p>5</p>	<p>Proponents should highlight the qualifications and experience of key personnel to be assigned including the Site Manager and/or Supervisor (whom shall have a minimum 5 years of relevant experience), equipment operators, etc. Proponents who submit all of the requested information and demonstrate the use of qualified and knowledgeable staff will receive maximum points. Proponents who fail to submit all of the requested information will receive zero points.</p>
<p>3.3.13 Environmental Matters</p> <p>The Proponent should submit information as it relates to sustainability and green practices that can be incorporated into completing the Scope of Work.</p>	<p>10</p>	<p>Proponents should detail their commitment with regards to environmental matters and sustainability. Proponents should also provide information on how green and sustainable practices will be incorporated into completing the Scope of Work, including but not limited to the use of environmentally friendly ice melting materials/ alternatives (i.e., brine) for sensitive areas, types of equipment that reduce greenhouse gas emissions, and suggestions for potential new materials/equipment.</p> <p>Proponents who demonstrate a green philosophy and provide details on how green practices are incorporated into the delivery of the Scope of Work may achieve maximum points.</p>
<p>Part C Form of Agreement</p>		<p><i>Available Points: 5</i></p>
<p>3.3.14 Acceptance of the Form of Agreement and the Form of Licence</p> <p>If the Proponent objects to any clauses in the Form of Agreement Schedule or the Form of Licence Schedule, that Proponent must</p>	<p>10</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule or Form of Licence Schedule will receive the maximum number of points for this section (5 points per document). Proponents who propose changes to the Form of Agreement Schedule or</p>

<p>clearly identify in its proposal (i) any clauses in the Form of Agreement Schedule or Form of Licence Schedule to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.</p> <p>A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement or Form of Licence, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.</p> <p>The Proponent should not submit its own Form of Agreement or Form of Licence or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.</p> <p>The Company is not required to negotiate the Form of Agreement Schedule or Form of Licence Schedule, or to agree to any changes to the Form of Agreement or Form of Licence put forward by any Proponent.</p>		<p>Form of Licence Schedule will be scored based on the degree to which their proposed change(s) increase the risks or costs to the Company, or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent's delivery of the Scope of Work. If a Proponent proposes significant changes in light of the foregoing list, it may receive zero points for this section.</p>
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Part D Pricing

Available Points: 35

<p>3.3.15 Pricing</p> <p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent's pricing relative to each other and to the Company's needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its</p>	<p>35</p>	<p>Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price under this RFP by that Proponent's price. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points ($120/120 = 100\%$). A Proponent who bids \$150.00 will receive 80% of the possible points ($120/150 = 80\%$) and a Proponent who bids \$240.00 will receive 50% of the possible points ($120/240 = 50\%$).</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$
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pricing assumptions, calculations and into its proposed pricing.		$\frac{\text{Lowest Price}}{3^{\text{rd}} \text{ lowest Price}} \times \text{Total available points} = \text{Score for Proposal with } 3^{\text{rd}} \text{ lowest Price}$
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3.4. Reference Verification

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

3.5. Tie Break Process

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

3.6. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and provide the Preferred Proponent with the Agreement for execution.

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

For certainty, the Company makes no commitment to the Preferred Proponent that the Company will execute the Agreement.

**Schedule 1
Scope of Work**

1. INTRODUCTION

The Company is seeking a Proponent to undertake landscape maintenance, litter pick, snow removal and ice control at Downsview Park.

All work shall be performed in strict accordance with the occupational health and safety regulations (The Occupational Health and Safety Act), and while performing their work the Proponent shall comply with all laws, regulations, and codes. The Proponent shall have a working knowledge in matters of ecological protection, environmental protection and environmental control of soil, vegetation, water and air.

The Company will provide a designated area of approximately 1/2 acre for the Preferred Proponent's storage of vehicles and equipment and/or for an on-site office trailer (the "**Proponent Workshop**") that are used exclusively in providing the services identified within this Scope of Work. All equipment, staff and vehicles proposed in this Scope of Work must remain on-site at all times, excluding any equipment maintenance and repair that may be required to be conducted off-site. The Preferred Proponent shall be expected to enter into a licence agreement with the Company for the Proponent Workshop on the Company's standard form (see Schedule 10). The Company reserves the right to relocate the Proponent Workshop within Downsview Park upon 60 days written notice.

2. GENERAL

2.1 The Proponent shall:

- a) employ experienced, competent personnel and shall enforce good discipline, order and professionalism at all times while carrying out the Scope of Work and while at the Site;
- b) wear a uniform or company distinct clothing that is appropriate for the type of task being performed under the Scope of Work (including any Personal Protective Equipment ("PPE")), and that is in a neat and tidy condition so as to maintain a presentable manner at all times as determined by the Company;
- c) provide competent, full-time, direct on-site supervision with the required authority and knowledge to make decisions on any aspect of the service being provided as outlined in the Agreement including the provision to liaise regularly with the Company and its representatives.
- d) ensure that all personnel will be orientated to the Site, and shall be provided appropriate documented training, which will include orientating personnel to standard operating procedures, duties and responsibilities, and the emergency and life safety procedures for the Site;
- e) provide all required labour and equipment required to perform the Scope of Work
- f) provide personnel with PPE that meets or exceeds all codes, regulations and laws;

- g) provide personnel appropriate training on how to use and operate the equipment and machinery required to carry out the Scope of Work, including how to use PPE, and ensure personnel have the appropriate certification and/or license to operate equipment and /or machinery;
 - h) ensure the appropriate number of personnel are staffed to perform the Scope of Work in an efficient and timely manner;
 - i) complete the Scope of Work in a manner that causes the least inconvenience to the Company, its tenants or licensees, visitors, guests, and/or invitees at the Site, and use due care so that no person is injured, and no property is damaged;
 - j) comply with all applicable laws, bylaws, rules, regulations and orders from any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss;
 - k) provide sufficient signage, barricades, safety guards, and/or warning devices for purposes of controlling traffic and pedestrians whenever necessary for the protection of persons and property;
 - l) follow correct working practices in use of equipment and materials and adopt safe working practices to safeguard the safety of others as well as oneself;
 - m) report immediately to the Company any damage caused by them in the course of carrying out their duties, and bear the cost of replacing or repairing any such damage;
 - n) take pride in their work and play an active role in reporting maintenance faults or other issues to the Company;
 - o) maintain daily time sheets showing the number of employees and hours worked, and employee time sheets shall be provided to the Company on a monthly basis;
 - p) submit monthly invoices to the Company at the rates specified in Schedule 5 – Pricing Schedule;
 - q) carry out the Scope of Work in way that aligns with environmentally friendly, sustainable, and green practices, and assist the Company with achieving their goal of being an environmentally friendly company; and
 - r) undertake reasonable requests and other duties as may be assigned by the Company.
- 2.2 The Company shall have the right to request that the Proponent remove and or reassign any employees from the Site without cause.
- 2.3 The parties agree that the services set out in the Scope of Work shall not be interrupted by strikes or lockouts by the Preferred Proponent or its employees during the term of the Agreement. Any strike or other collective action by employees of the Proponent, or Lockout of its employees by the Proponent which will stop, curtail or interfere with the Company's operations will result in suspension of the Agreement and the Company may exercise its rights to engage another service provider to ensure its continued operations at the Proponent's cost. It is the responsibility of the Proponent to provide reasonable notice of potential labour unrest to the Company.
- 2.4 All materials and equipment purchased or/supplied by the Company shall be used solely for the purposes of carrying out the Scope of Work and shall not be removed from the Site.

3. LANDSCAPE MAINTENANCE: SCOPE OF WORK

3.1 LOCATION(S) AND WORKING HOURS

Landscape maintenance shall occur from approximately May 1st to October 31st and will include the areas outlined on Schedule 2, Drawing "C". Normal working hours are from 6:00 a.m. to 5:00 p.m. Monday to Friday.

3.2 PESTICIDE USE

The Proponent is expected to work within the City of Toronto current requirements and utilize a most current Integrated Plant Health Care (IPHC) strategy for all landscape maintenance activities at Downsview Park.

The Proponent shall be licensed as an operator under the *Pesticides Act* (Ontario). All pesticide applications shall be made in compliance with the *Pesticides Act* associated O. Reg. 63/09. A licensed landscape exterminator will preferably perform pesticides applications. The Proponent will provide to Company its Operator's License # as well as any applicable Landscape Exterminator License # at the start of the Term and upon any change during the course of the Term.

Handling and application of all pesticides shall be done solely by persons legally licensed or certified to do so under applicable provincial and federal legislation.

3.3 LANDSCAPE MAINTENANCE SPECIFICATIONS

- 3.3.1 Personnel supervising all landscape work shall have demonstrated expertise at supervising landscape projects.
- 3.3.2 The Proponent shall inspect the trails, roads, sidewalks, paths and multiuse walkways before 8:00 a.m., every Monday to Friday, to ensure there is no debris, trip hazards, litter, ad hoc fire pits, etc.
- 3.3.3 The Proponent shall schedule all Work to ensure optimum environmental protection, grading, planning, planting, construction, demolition, seeding or sodding operations. Coordination and scheduling shall be organized to ensure:
 - a) a minimum duration of on-site storage of trees, bushes, flowers and other plant medium;
 - b) minimum movement and compaction of growing medium;
 - c) prompt mulching and watering operations;
 - d) that no damage occurs to materials before or after installation; and
 - e) that work schedule coordinates with the Company's schedule (including accommodation for any events and educational programming the Company may be hosting) and other on-site trades.
- 3.3.4 The Proponent shall monitor and promptly report to the Company in writing, any disease or insect infestations, damage, graffiti, safety issues, etc. Any urgent safety issues shall be communicated to the Company as soon as possible via telephone, with a follow-up report submitted in writing. In any event, written reports shall be delivered within 24 hours of discovery of any issues.
- 3.3.5 The Proponent shall maintain the different type of landscape in Downsview Park as specified in the legend of Schedule 2, Drawing "C" in accordance with the Canadian Landscape Standard 2020.

- 3.36 The Proponent shall complete grass cutting in the area outlined on Schedule 2, Drawing C. All grass cutting equipment must have sharp cutting blades and be in good safe mechanical condition without oil or hydraulic leaks. The operator is to perform an equipment inspection which will include a "circle check" when applicable prior to mowing. Tractors and grass mowing equipment must not be used in any circumstances that will cause damage to the grass or lawn by ruts and tracks such as when soil conditions are excessively wet and soft. It is the Proponent's responsibility to ensure that all in-lawn ornamental plants, e.g., trees, shrubs, and flowers, are not damaged by the equipment.
- 3.3.7 Grass cutting shall occur once per week, unless irrigation and/or natural precipitation dictate otherwise. In such an event a schedule will be discussed and agreed upon with the Company. Subject to change for weather conditions, the Proponent shall follow the general schedule for grass cutting specified in the Canadian Landscape Standard 2020.
- 3.3.8 Before and/or during each grass cutting remove and dispose of any paper, trash, refuse, and all other debris from fence rows, trees, shrubs, grasses and all surface areas.
- 3.3.9 Grass cutting shall be to a length of 8-10 cm except for the below listed areas which will be to a length of 15-20 cm, or where the forest encroaches on the Circuit Path or other naturalized areas.
- a) Dogsvie Park
 - b) The grass lands along Sheppard Ave.
 - c) The grass field on the east side of 40 Carl Hall Rd. (between John Drury Dr. and Tuscan Gate).
- 3.3.10 A mulch-type mower must be used so that grass clippings are left on the grass or lawn and allowed to decompose and be recycled into the soil.
- 3.3.11 Immediately after each mowing, all grass is to be trimmed along building walls, light poles, planters, steps, sidewalks, multiuse pathways, cement curbing, fences, flower beds, trees, shrub borders, etc. All trimming must be at the same height of cut as adjacent grass or lawn. All cut grass is to be removed from sidewalks and curbs immediately after cut by using blowers or manual implements (e.g. brooms, rakes, etc.)
- 3.3.12 Aerification shall be completed to the Festival Terrace, and other areas as may be necessary, to a minimum of 8 cm after large-scale events that have a minimum of 10,000 attendees (approximately 5 times per year). Cores shall be broken up as much as possible during the next mowing. The Company shall direct frequency of aeration.
- 3.3.13 Grass cutting shall take place on the full area of vegetation up to paving, where specified on Schedule 2, Drawing "C", fencing and other boundaries. String trimmers should be used in areas where mowers cannot cut.
- 3.3.14 Cutting machines shall be appropriate for the size of area being cut and the standard of finish specified.
- 3.3.15 Rough grass areas as specified on Schedule 2, Drawing "C" shall be cut by means of a tractor mounted or pedestrian guided rotary mower.
- 3.3.16 Inaccessible margins, isolated areas of any size, corners, bases or fence lines, hedges, buildings and the like shall be cut by other suitable machines approved by the Company or by hand tools. Work shall be carried out at the same time as the main area(s).
- 3.3.17 Cutters to all mowers shall be sharp and properly set.

- 3.3.18 The Proponent shall allow in their rates for cutting rough, sloping or uneven ground including grass banks, sides and bottoms of ditches which shall be cut to the same standard and finish as that specified on immediately adjacent level areas.
- 3.3.19 Where machinery that is used for cutting on level areas cannot be used for rough, sloping and uneven ground, the Proponent shall provide suitable alternative machines or cut by hand to give the required standard of finish.
- 3.3.20 The Proponent shall allow in their rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches within the grass area to be cut.
- 3.3.21 The same height and standard of cut shall be maintained around obstacle and obstructions as required on the immediate adjacent areas by use of suitable machines or by hand cutting.
- 3.3.22 Shrubs/bushes in the defined areas within Schedule 2, Drawing "C" should be trimmed and kept in a neat and tidy condition according to maintenance levels - level 2 "groomed" of the 2020 Canadian Landscape Standard. In general plant life should be trimmed to avoid a hazard (i.e. blocking a driver's line of vision, pedestrian pathways, etc.). Any broken and or damaged plant material shall be removed from around the buildings/roadway/pathways.
- 3.3.23 Maintenance and cutting of tall grasses (warm season grasses) within Schedule 2, Drawing "C" shall be completed in each spring (April/May).
- 3.3.24 Assist the Company as directed with the ongoing maintenance of the Tall Grass Prairie, which may include but is not limited to:
- a) selective mowing to prevent unwanted seed dispersal (mowing height and timing dependant on target species)
 - b) selective cutting of invasive species, which may require the use of handheld tools
 - c) spading of unwanted species
 - d) selective mowing of surrounding area
 - e) thatch removal
 - f) spot spraying of herbicide
 - g) assistance with development and implementation of a prescribed burn plan
 - h) hand broadcasting of seeds
- 3.3.25 As may be directed, assist the Company with the ongoing maintenance of the Stanley Greene bioswale (at Downsview Park Blvd. and George Butchart Dr.), which may include but is not limited to:
- a) selective mowing to prevent unwanted seed dispersal (mowing height and timing dependant on target species)
 - b) selective cutting of invasive species, which may require the use of handheld tools
 - c) spading of unwanted species
 - d) selective mowing of surrounding area
 - e) thatch removal
- 3.3.26 The Proponent shall inspect Dogsvie Park each morning (no later than 7:30 AM) to ensure the grounds are safe for both dogs and their owners, fill in any holes that may have been dug by dogs (or other animals) including those along the fence lines, pick-up and dispose of any

dog waste, replenish the fetching sticks in the “Dogsview Library”, and remove and dispose of any trash or litter that may have been placed of in the “Dogsview Library” container.

- 3.3.27 The Proponent shall remove all weeds around the perimeter of all buildings, curbs, and walkways.
- 3.3.28 The Proponent shall assist the Company with mulching as needed.
- 3.3.29 In the event of drought conditions, the Proponent should consult with Company on the implementation of a watering program (which may include hand watering) so as to maintain bushes, trees, and plant life in a healthy state. The water programming shall be documented in writing and approved by the Company in writing before any such program commences.
- 3.3.30 The Proponent shall assist the Company with keeping seating, including Muskoka chairs, park benches, and picnic tables in a tidy condition, and neat and organized fashion.

3.4 SWEEPING

The Proponent shall be responsible for four (4) power sweeps per year of all the roadways and parking lots as identified in Schedule 2, Drawing C, which shall be complete between April and October, weather conditions permitting. The scheduling of the sweeps will be completed in consultation with the Company. Upon completion of the power sweep the roadways and parking lots shall be free of dust and debris.

4. SNOW REMOVAL AND ICE CONTROL

Prior to the start of each winter season, which shall occur from approximately November 1st to April 30th, the Proponent is required to visit the Site and using flat grey spray paint identify any existing poured or pre-cast curb damage and provide a report to the Company noting the damaged areas. The Proponent will also note existing turf damage. At the end of the winter season the Proponent and the Company will jointly tour the Site to identify any new damage, which the Proponent will repair at their expense prior to the final payout for winter services.

4.1 SNOW CLEARANCE SURFACES (PEDESTRIAN AND VEHICLE)

- 4.1.1 Upon commencement of an accumulated snowfall the Proponent shall supply labour and materials for the clearing and plowing of main roadways, sidewalks/walkways, all multiuse pathways including the Circuit Path, bridges, staircases, fire exits, driveways, parking areas and loading docks as noted in red in Schedule 2, Drawings D to D-11. The Proponent shall ensure all areas are clear by 7:00 a.m. following an overnight snowfall, and by 5:00 p.m. following a daytime snowfall. Drifting snow is to be cleared within 4 hours without notice or without phone call. Access is to be made around the Site for a fire route before clearing of all other areas.
- 4.1.2 The Preferred Proponent shall provide the necessary labour and equipment, as may be required, seven (7) days a week, twenty-four (24) hours per day inclusive of statutory holidays to respond to any accumulations of snow or slippery conditions and be capable of completing snow clearing within 2 hours of ending.
- 4.1.3 In the event obstructions are experienced during the initial clearance e.g. parked vehicles, the Proponent shall return to clear these areas on the evening immediately following the initial clearance or as soon as inspections indicate access is available.

- 4.1.4 Fire hydrants, post indicator valves, doorways/entrances, stairs, exits, ramps, fire exits, and gate mechanisms are always to be kept clear of snow and ice.
- 4.1.5 The interlocking brick areas at the Carl Hall Rd. level pedestrian crossing at the railroad tracks, bridge expansion joints on Robert Woodhead Bridge, walkways, exit stair areas, pedestrian entry at Downsview Park Blvd., and the Stanley Greene Blvd. public art entrance must be shoveled by hand. NO pick-up truck or heavy machinery will be used on sidewalks/walkway area.
- 4.1.6 Removal or relocation of snow for which there is an additional charge is to be done only upon the Company's written approval of the estimated cost. Proponent to have on request, equipment to provide relocation of snow should it be required, and to supply an equipment list with rates which shall include: four-wheel drive front end loaders, dump truck triaxle, dump truck tandem, bobcat, backhoe, and articulating loaders.
- 4.1.7 Prior to the winter season the Proponent will walk the Site with the Company to review all entrances and exit locations, which the Proponent will document in writing and provide to the Company for their review and approval.
- 4.1.8 Prior to the winter season snow dump and windrow areas will be discussed and agreed upon with the Company and documented by the Proponent in writing, which shall be supplied to the Company for their review and approval.
- 4.1.9 In the event of any unusually heavy snowfall, the Proponent shall clear all major roadways, entrances and exits to allow the flow of traffic and will return periodically to keep same clear. The Proponent will then return after the snow ceases to fall and perform all services in accordance with the provisions of the contract.
- 4.1.10 On an annual basis install snow fencing, as supplied by the Company, at the locations shown in orange on Schedule 2, Drawing "F" by the Proponent in late October/early November (depending on the weather conditions) and removed in April.
- 4.1.11 The Proponent shall keep all drains and grates on all catch basins free from snow and ice, and other debris.
- 4.1.12 The Proponent shall take due care to keep the pedestrian traffic counters and wayfinding signage free from snow accumulation. A map noting the locations will be provided upon award of the RFP. The number of traffic counters is currently eight (8), however, the Company reserves the right to increase this to fifteen (15).

4.2 SALTING/SANDING (PEDESTRIAN AND VEHICLE)

- 4.2.1 Salting/Sanding shall commence when any exterior hard surface areas that are travelled upon by either pedestrian, vehicle or other mode of transportation delivering pedestrians, or shipping of goods or materials becomes slippery by ice, sleet, or snow. Salt, sand and ice melt (or other appropriate material as approved the Company), shall be supplied by the Company.
- 4.2.2 For greater clarity, calcium chloride (or other appropriate material as approved by the Company) is to be applied to sidewalks and other cement areas, and salt (or other appropriate material as approved by the Company) to asphalt. Adequate salting shall be provided until previous mentioned areas become free and clear of all snow and ice and are risk free. Unless otherwise instructed by the Company.
- 4.2.3 The Circuit Path and dog park ("Dogsview Park") shall exclusively be de-iced using an environmentally, pet and animal safe material such as a premium eco-melt product.

- 4.2.4 All machinery used to load salt vehicles shall have scales built in to monitor usage per storm. Usage data will be reviewed by the Company upon request.
- 4.2.5 In addition to complying with all environmental and safety requirements, to the maximum extent practicable, the Proponent will use environmentally conscious materials and practices in all work completed within the Site and make recommendations to the Company about products and/or practices that may be implemented to improve sustainability, reduce green house gas emissions, and in general that would be more environmentally friendly.
- 4.2.6 On an annual basis install salt boxes by November 1st and fill on an as needed basis. The boxes and salt/ice melt will be supplied by Company. Remove salt boxes by April 30th.
- 4.2.7 The Proponent shall provide to the Company on a monthly basis weight scale tickets noting the amount salt and ice melt applied.

4.3 INSPECTION

- 4.3.1 The Proponent is to monitor the Site daily to ascertain existing conditions and to take appropriate action without call to address any existing or potential problems. The time interval between inspections is not to exceed twenty-four (24) hours. More frequent inspections are to be made during periods of high wind and/or fluctuating temperatures.
- 4.3.2 The Proponent will maintain a log of all site visits, accurately and completely describing site conditions, time and length of visits, and services performed. The Proponent will submit detailed weekly reports to the Company outlining the activity during the week prior. The Proponent agrees to supply 24-hour emergency service for any snow or ice situations and will supply cell phone or pager information should the Proponent need to be contacted by the Company.

5. LITTER AND SANITATION SERVICES

The Proponent shall:

- 5.1 Keep all outdoor areas clean and tidy.
- 5.2 Be responsible for all litter pickup within the Site seven (7) days a week including statutory holidays. This includes but is not limited to:
 - a) Removal of all litter, paper, trash, refuse and debris from fence rows, trees, shrubs, grasses and all surface areas.
 - b) In alignment with the Company's waste management program empty all refuse cans and receptacles and install new garbage bags. All refuse cans and receptacles shall be emptied at a minimum of once per day no matter to the capacity in which they have been filled. During summer months and holidays, it may be necessary to empty refuse cans and receptacles multiple times a day to ensure that the cans are not overloaded and debris is not accumulating around them.
 - c) Using their own litter-vac and pick-up truck or suitable trailer, provide litter-vac services on all parking areas, sidewalks/walkways, multiuse pathways, and areas beyond 10 meters from the building.
- 5.3 Collaborate with Company to establish a schedule of key areas to be addressed at certain times of the week and year, e.g., litter pick services at 40 Carl Hall Rd. will be a priority on

Monday mornings due the waste and litter generated by Downsview Park Merchant Market's weekend market.

- 5.4 Dispose of all waste in compliance with the Company's waste management and diversion plan, and in a bin(s) as designated by the Company.
- 5.5 Keep all drains and grates on all catch basins free from leaves and clear of other debris, including snow and ice.
- 5.6 The Proponent shall wash and wipe down all benches, refuse cans and receptacles, and park signage on an as needed basis so as to keep them in a neat and tidy condition, but no less than once per week for benches and trash cans, and no less than once per month for park signage.
- 5.7 Support the Company in the management of their events (wherein attendance shall not exceed more than 5,000 people per event) by removing all litter, paper, trash, refuse and debris from the event site on an as needed basis. The Company shall advise the Preferred Proponent of the needs and details of the event a minimum of 7 days prior to the event. The cost of which shall be billed separately and based on the per diem hourly rate specified within Schedule 5, the Pricing Schedule.

6. ADDITIONAL WORK

The successful Proponent may, at the Company's option, also be required to remove or otherwise remedy any unforeseen emergencies related to the Scope of Work that arise with respect to the Site during the course of the Term of the Agreement.

Schedule 2
Drawings

DRAWING "A"
The "Site"



- A: William Baker neighbourhood
- B: Sheppard neighbourhood – 10, 35 & 40 Carl Hall Rd.
- C: Chesswood neighbourhood – 60 & 65 Carl Hall Rd.
- D: Allen neighbourhood – *limited services required*
- E: Stanley Greene neighbourhood – *limited services required*
- F: 57, 75, 79 & 85 Carl Hall Rd.
- G: 15 Carl Hall Rd., 70 Canuck, & Park

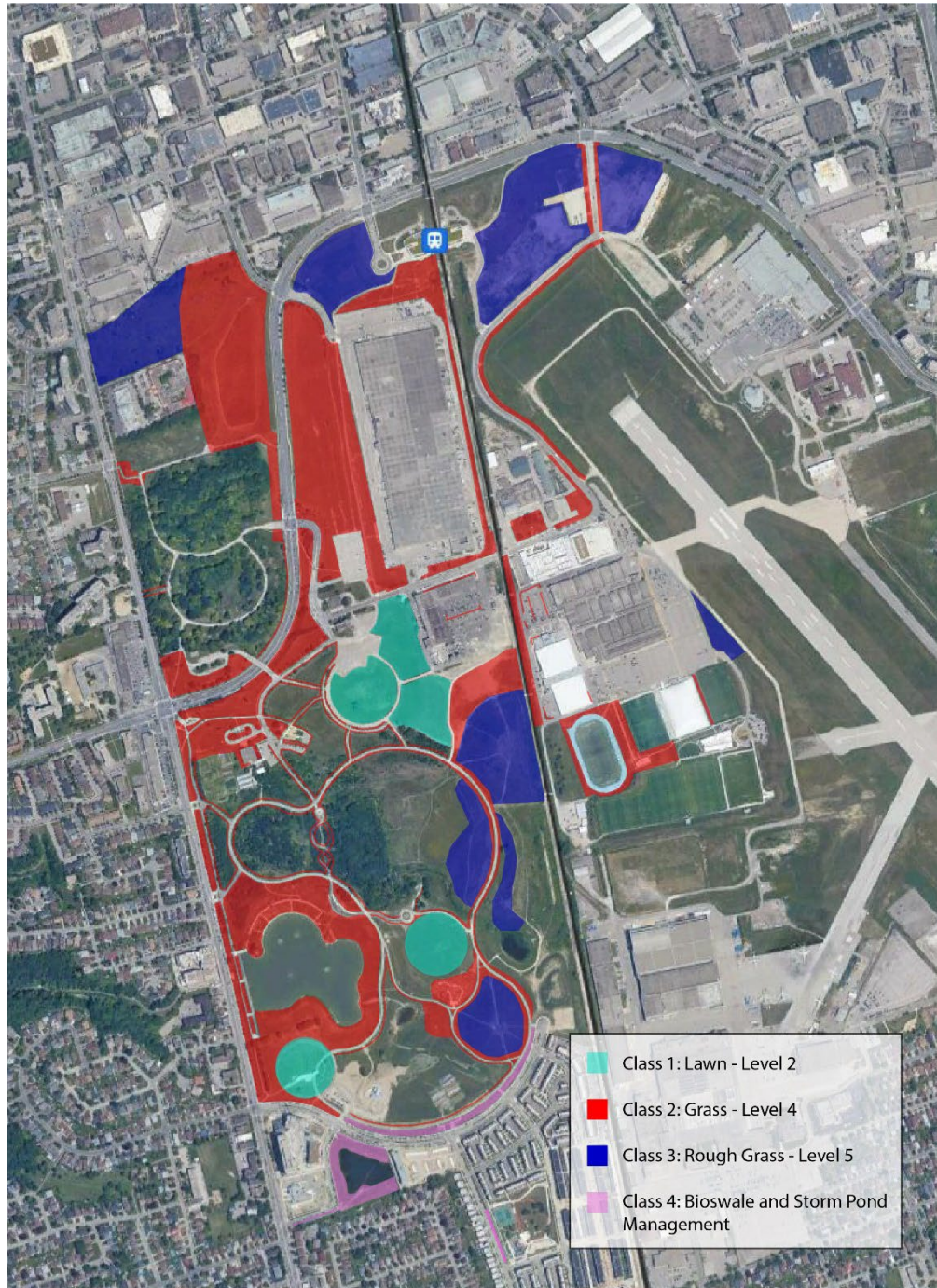
DRAWING "B"

Park Map



DRAWING "C"

Landscape Maintenance Map



DRAWING "D"

Winter Maintenance Map



DRAWING D-1

Detailed Winter Maintenance Map
10 Carl Hall Rd.



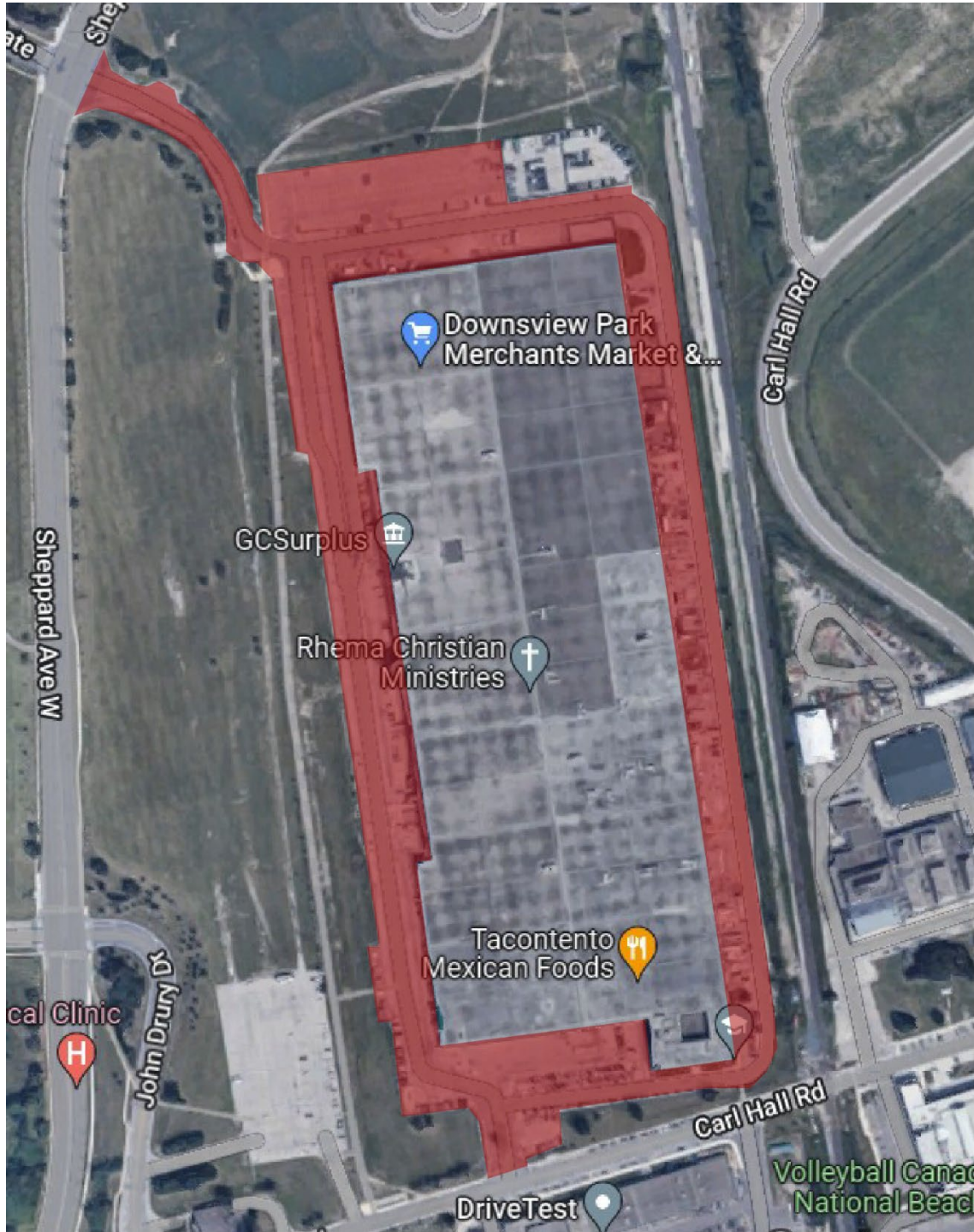
DRAWING D-2

Detailed Winter Maintenance Map
35 Carl Hall Rd.



DRAWING D-3

Detailed Winter Maintenance Map
40 Carl Hall Rd.



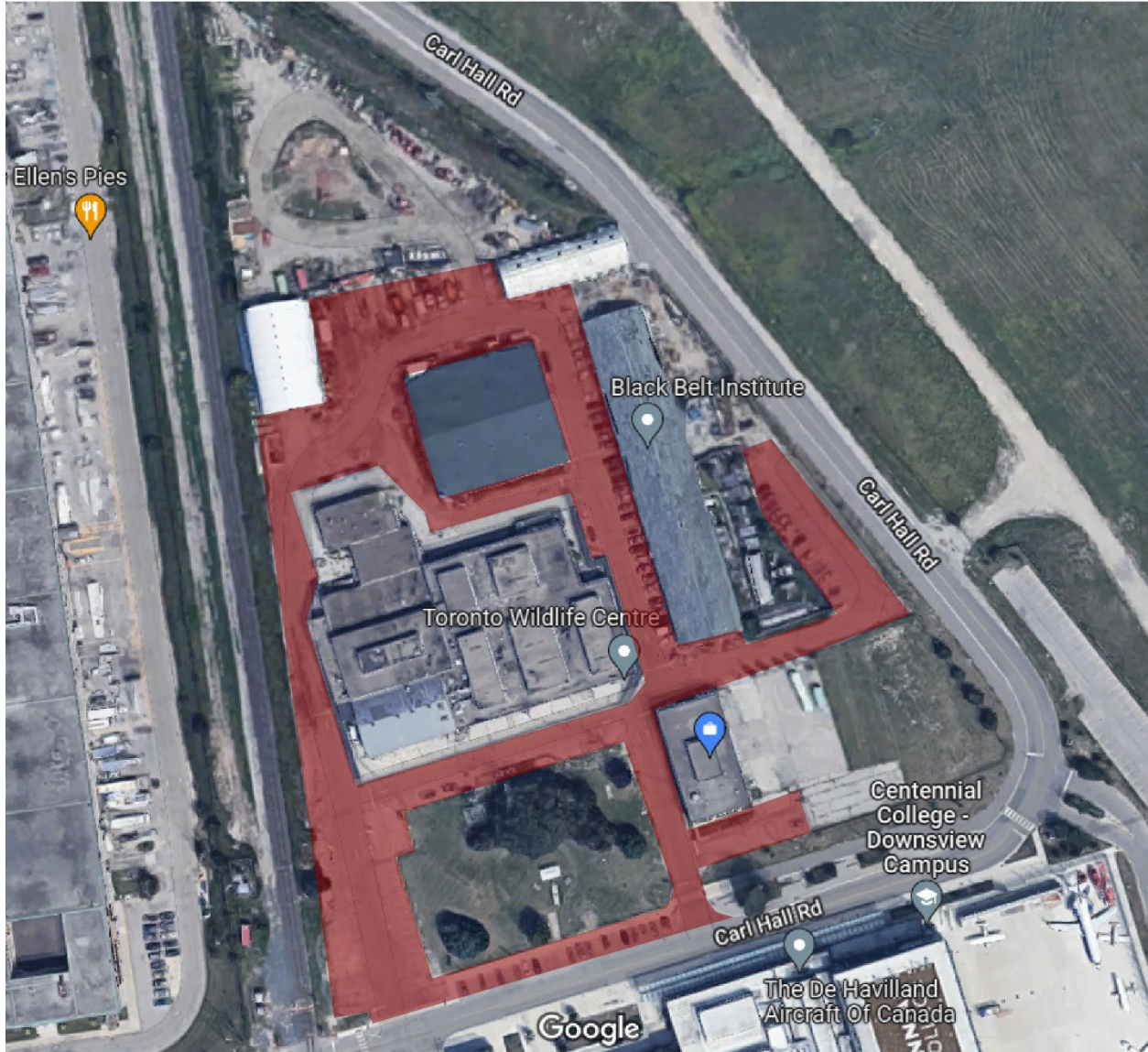
DRAWING D-4

Detailed Winter Maintenance Map
57 Carl Hall Rd. –



DRAWING D-5

Detailed Winter Maintenance Map
60 Carl Hall Rd.



DRAWING D-6

Detailed Winter Maintenance Map
75 Carl Hall Rd.



DRAWING D-7

Detailed Winter Maintenance Map
79 Carl Hall Rd.



DRAWING D-8

Detailed Winter Maintenance Map
70 Canuck Ave.



DRAWING D-9

Detailed Winter Maintenance Map
Park



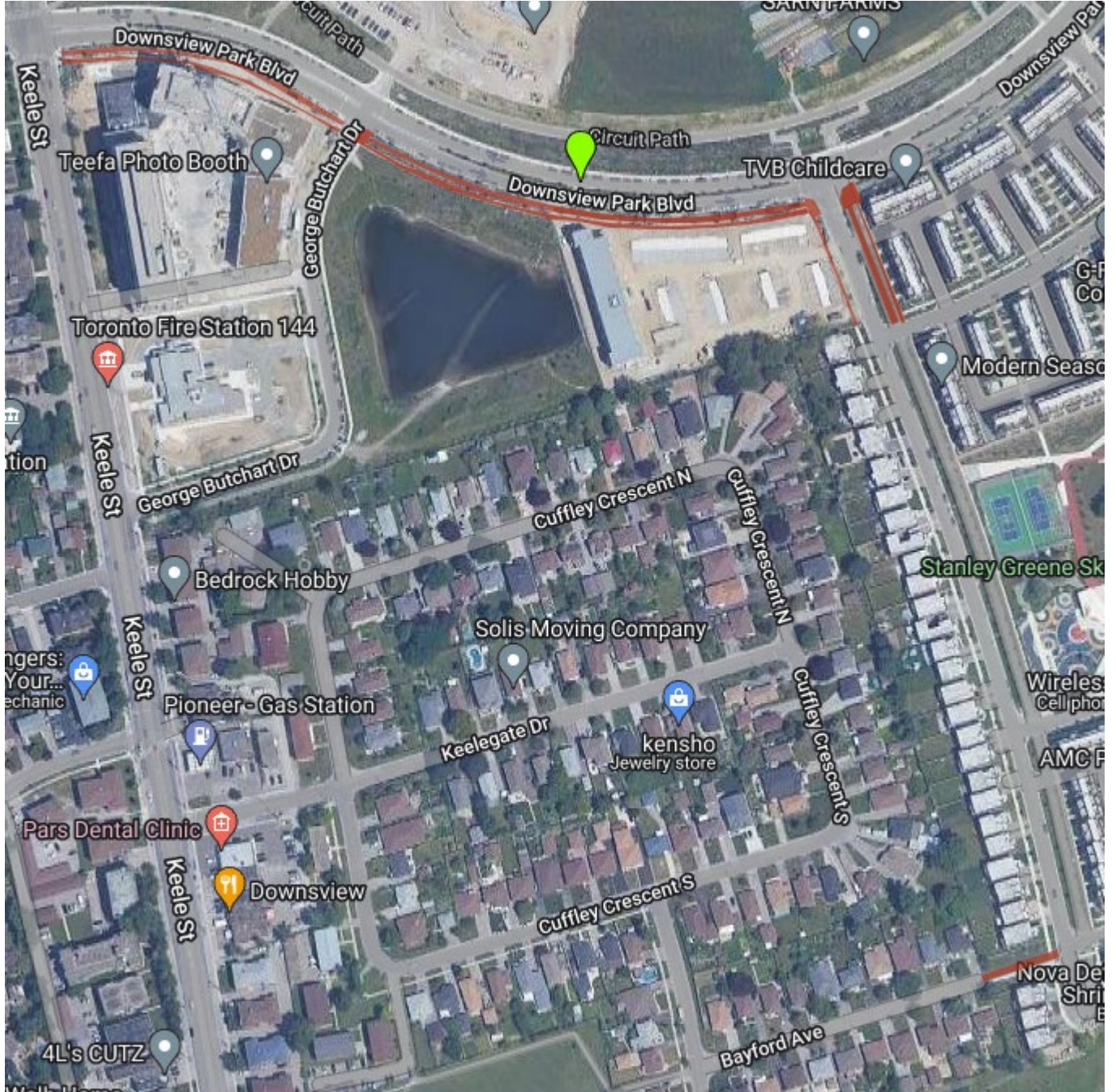
DRAWING D-10

Detailed Winter Maintenance Map
William Baker



DRAWING – D-11

Detailed Winter Maintenance Map
Stanley Greene Neighbourhood



DRAWING D -12

Detailed Winter Maintenance Map
Main Roads and Infrastructure



DRAWING F

Snow Fence Locations



Schedule 3
Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 4
Corporate Overview Schedule**

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name: _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Corporate head office location (if different than above)	
Brief overview of the company background	
Organizational chart, if applicable	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	
Legal Actions (3.3.7)	

**Schedule 5
Pricing Schedule**

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate "N/A" in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

Proponent Name _____

Use the attached Pricing sheets.

LANDSCAPE MAINTENANCE

Locations	Drawing	Year 1 Monthly Fee	Year 2 Monthly Fee	Year 3 Monthly Fee	Option 1 Monthly fee	Option 2 Monthly fee
10 Carl Hall Rd.	C					
35 Carl Hall Rd	C					
40 Carl Hall Rd	C					
57 Carl Hall Rd	C					
60 Carl Hall Rd	C					
75 Carl Hall Rd	C					
79 Carl Hall Rd	C					
85 Carl Hall Rd	C					
70 Canuck Ave	C					
Park	C					
William Baker Neighbourhood	C					
Stanley Greene Neighbourhood	C					
Infrastructure	C					
Chesswood Lands	C					
Total Monthly Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Approx # of Months Per Year - May to Oct		6	6	6	6	6
Total Annual Landscape Maintenance Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

LITTER PICK AND SANITATION SERVICES

Locations	Drawing	Year 1 Monthly Fee	Year 2 Monthly Fee	Year 3 Monthly Fee	Option 1 Monthly fee	Option 2 Monthly fee
10 Carl Hall Rd.	N/A					
35 Carl Hall Rd	N/A					
40 Carl Hall Rd	N/A					
57 Carl Hall Rd	N/A					
60 Carl Hall Rd	N/A					
65 Carl Hall Rd	N/A					
75 Carl Hall Rd	N/A					
79 Carl Hall Rd	N/A					
85 Carl Hall Rd	N/A					
70 Canuck Ave	N/A					
Park	N/A					
William Baker Neighbourhood	N/A					
Stanley Greene Neighbourhood	N/A					
Infrastructure	N/A					
Chesswood Lands	N/A					
Total Monthly Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Approx # of Months Per Year - Jan to Dec		12	12	12	12	12
Total Annual Litter Pick Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SNOW REMOVAL AND ICE CONTROL

Locations	Drawing	Year 1 Monthly Fee	Year 2 Monthly Fee	Year 3 Monthly Fee	Option 1 Monthly fee	Option 2 Monthly fee
10 Carl Hall Rd.	D1					
35 Carl Hall Rd	D2					
40 Carl Hall Rd	D3					
57 Carl Hall Rd	D4					
60 Carl Hall Rd	D5					
75 Carl Hall Rd	D6					
79 Carl Hall Rd	D7					
70 Canuck Ave	D8					
Park (Circuit Path/Orchard/Dog Park)	D9					
William Baker Neighbourhood	D10					
Stanley Greene Neighbourhood	D11					
Infrastructure (main roads & sidewalks)	D12					
Total Monthly Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Approx # of Months Per Year - Nov to Apr		6	6	6	6	6
Total Annual Snow Removal and Ice Control Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ADDITIONAL SNOW REMOVAL AND ICE CONTROL SERVICES - ESTIMATED													
Service	Unit Measure	Est. Quantity Per Year	Year 1		Year 2		Year 3		Option 1		Option 2		
			Fee Per Unit	Estimated Annual Fee	Fee Per Unit	Estimated Annual Fee	Fee Per Unit	Estimated Annual Fee	Fee Per Unit	Estimated Annual Fee	Fee Per Unit	Estimated Annual Fee	
Snow Fencing Installation ¹	LM	4,000		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Salt & Ice Melt Application ¹	Metric Ton	1,500		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Est. Add'l Annual Snow Removal Fees				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

TOTAL ANNUAL FEES (for evaluation purposes)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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1. The "Estimated Annual Amount" in an estimate for evaluation purposes only and does not represent a commitment or guarantee by the Company. This estimate will be used in the evaluation of the price in Section 3.3.15 of the RFP. By submitting a Proposal, Proponents agree and acknowledge that these are estimated values only and are not a commitment by the Company to provide a minimum or maximum amount of salt boxes, snow fencing, and salt or ice melt application. Accordingly, by submitting a Proposal, each Proponent waives any and all legal actions, claims or demands arising from the Company's provision of this estimate.

UNIT PRICING

Unit items	Frequency	Year 1 Hourly Fee	Year 2 Hourly Fee	Year 3 Hourly Fee	Option 1 Hourly Fee	Option 2 Hourly fee
Event Litter Pick	As requested					
Front-end loader 3 Yd (labour/equip.)	As requested					
Front End Loader 5 Yd (labour/equip.)	As requested					
Litter Picker Labor	As requested					
Litter Vacuum	As requested					
Supervisor / Lead Hand / Foreperson	As requested					
General Labor	As requested					
Water Truck (labour/equipment)	As requested					
Dump Truck (labor/equipment)	As requested					
Tractor/Back Hoe (small)	As requested					
Tractor/Back Hoe (large)	As requested					
Tractor/Top Dresser	As requested					
Sand spreador/truck 1 Yard	As requested					
Sand spreador/truck 4 Yard	As requested					
Aerator (min 6' width, hollow core tines)	As requested					
Disc/Furrow (min 6' width)	As requested					
Street Sweeper	As requested					

**Schedule 6
Declaration and Certification Schedule**

RE: Proposal dated _____, 2023 in response to RFP No. ON-2023-002

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

1. Proponent Information

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

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

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

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

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting it Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement

Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

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

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for 90 days following the Proposal RFP Submission Deadline.

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 7
References Schedule**

Proponent Name:

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 5 years.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 8
Receipt Confirmation Schedule**

To: **[Insert name of Company]**

Email:

Re: RFP No. **ON-2023-002**

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator. Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

(Please check your answer)

I / We DO DO NOT Intend to submit a Proposal to this RFP.

Representative's contact information:

Name

Representative's Signature

Address

Name – Please Print

City, Province, Postal Code

Title

Phone

Date

Email

Schedule 9 Certificate of Compliance

On behalf of _____ (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “Acts”), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners² of the Business Entity are set out in the following list:

Full Name	Type of Ownership	Email

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Parc Downsview Park Inc. (“PDP”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise PDP of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with PDP and possible disqualification from future business opportunities with PDP.

 Name:
 Title:
 Date:

I have authority to bind the Company.

² “Owner” means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

Schedule 10
Form of Agreement Schedule

See Attached

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this _____ day of _____, 2023

BETWEEN

PARC DOWNSVIEW PARK INC.
(the "Company")

- and -

●
(the "Consultant")

WHEREAS:

- A. The Company is engaged in operating and maintaining the property commonly known as Downsville Park, which includes landscaping, litter-pick, snow removal, and generally keeping the property in a neat, safe, tidy and welcoming condition (the "Project"); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this agreement executed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) "**Compensation**" means the Fees and the Expenses.
- (c) "**Confidential Information**" has the meaning set out in Section 5.1.
- (d) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) "**Effective Date**" means the date of this Agreement.
- (f) "**EFT**" has the meaning set out in Section 3.6.
- (g) "**Expenses**" means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "C" attached hereto.
- (h) "**Expiry Date**" means [Month, Day, Year].

- (i) **"Fees"** means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule "C" and does not include Expenses.
- (j) **"Indemnified Party"** has the meaning set out in Section 7.1.
- (k) **"Indemnifying Party"** has the meaning set out in Section 7.1.
- (l) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (m) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (n) **"Taxes"** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (o) **"Term"** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its Project related manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant's personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company's request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.

- 2.6** The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees described in Schedule "C" will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7** The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Consultant's performance of such additional Services will generally correspond to the fees described in Schedule "C".

3.0 FEES AND EXPENSES

- 3.1** Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any HST required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2** The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 15 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3** Invoiced amounts due will be paid by the Company within 30 days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4** The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5** The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.
- 3.6** If available, the Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer ("EFT") via the Company's property manager.

4.0 TERM AND TERMINATION

- 4.1** Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to termination, end on the Expiry Date.

Notwithstanding the foregoing, the Company, at its sole discretion, may extend this Agreement by written notice on the same terms and conditions for two (2) additional periods of one (1) year each. The parties agree that the additional periods shall become part of the Term when the extension option is exercised by the Company.

- 4.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. The Company may renew this Agreement as required to complete the Project.

- 4.3** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.

- 4.4** On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.

- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:

- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after 10 business days' written notice stating the particulars of the default;
- (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
- (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6** Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated ● (the "Compliance Certificate"). If the Company, acting reasonably, determines that:

- (a) the Consultant provided a false or misleading Compliance Certificate, or
- (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement

immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.7 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested

by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

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

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

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

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 The Consultant shall be liable for, and shall indemnify the Company, including its board members, officers, employees, contractors, representatives, and any others for whom the Company is responsible at law (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:

- (a) any breach, default, negligent act or omission or wilful misconduct of the Consultant, its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible at law in the performance of its obligations under this Agreement,
- (b) any misrepresentation contained within this Agreement; or
- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

The Consultant agrees that failure to perform any of the Services to the standards set out in Section 8.1 shall give to a claim for damages for which the Company may seek compensation, including set off as set out in Section 3.4 against any amounts owed to the Consultant.

9.0 INDEPENDENT CONTRACTOR

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

10.0 DISPUTE RESOLUTION

- 10.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:
- (a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
 - (b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.
- 10.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- 10.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.
- 10.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

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

TO: **Parc Downsview Park Inc.**
 70 Canuck Avenue
 Toronto, ON, M3K 2C5
 Attention: Director, Property Management
 Email: athompson@clc.ca

with a copy to:

Canada Lands Company CLC Limited

1 University Avenue, Suite 1700
Toronto, Ontario M5J 2P1
Attention: Chief Legal Officer & Corporate Secretary
Email: legalnotice@clc.ca

TO: ●
●

Attention: _____
Email: _____

11.2 Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent by email transmission after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for one (1) year following the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule “D” attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule “D” throughout the Term.

12.2 The Consultant shall also maintain such workers’ compensation insurance as may be required by the applicable workers’ compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

13.0 GENERAL

13.1 The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

13.2 The following principles of interpretation will apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;

- (b) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Ontario;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d) No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. The Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C", and "D" are incorporated into and form part of this Agreement;

- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, pandemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

PARC DOWNSVIEW PARK INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.



Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

Schedule "A"

Services

1. INTRODUCTION

The Consultant shall undertake landscape maintenance, litter pick, snow removal and ice control services at Downsview Park (the “**Services**” as further defined below).

All work shall be performed in strict accordance with the occupational applicable health and safety legislation, regulations, and best practices, and while performing their work the Consultant shall comply with all laws, regulations, and codes. The Consultant shall have a working knowledge in matters of ecological protection, environmental protection and environmental control of soil, vegetation, water and air.

The Company will provide a designated area of approximately 1/2 acre for the Consultant’s storage of vehicles and equipment and/or for an on-site office trailer (the “Consultant Workshop”) that are used exclusively in providing the services identified within this Services. All equipment, staff and vehicles proposed in this Services must remain on-site at all times, excluding any equipment maintenance and repair that may be required to be conducted off-site. The Company reserves the right to relocate the Consultant Workshop within Downsview Park upon 60 days written notice.

2. GENERAL

2.1 The Consultant shall:

- a) employ experienced, competent personnel and shall enforce good discipline, order and professionalism at all times while carrying out the Services and while at the Site;
- b) wear a uniform or company distinct clothing that is appropriate for the type of task being performed under the Services (including any Personal Protective Equipment (“**PPE**”)), and that is in a neat and tidy condition so as to maintain a presentable manner at all times as determined by the Company;
- c) provide competent, full-time, direct on-site supervision with the required authority and knowledge to make decisions on any aspect of the service being provided as outlined in the Agreement including the provision to liaise regularly with the Company and its representatives.
- d) ensure that all personnel will be orientated to the Site, and shall be provided appropriate documented training, which will include orientating personnel to standard operating procedures, duties and responsibilities, and the emergency and life safety procedures for the Site;
- e) provide all required labour and equipment required to perform the Services
- f) provide personnel with PPE that meets or exceeds all codes, regulations and laws;
- g) provide personnel appropriate training on how to use and operate the equipment and machinery required to carry out the Services, including how to use PPE, and ensure personnel have the appropriate certification and/or license to operate equipment and /or machinery;

- h) ensure the appropriate number of personnel are staffed to perform the Services in an efficient and timely manner;
 - i) complete the Services in a manner that causes the least inconvenience to the Company, its tenants or licensees, visitors, guests, and/or invitees at the Site, and use due care so that no person is injured, and no property is damaged;
 - j) comply with all applicable laws, bylaws, rules, regulations and orders from any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss;
 - k) provide sufficient signage, barricades, safety guards, and/or warning devices for purposes of controlling traffic and pedestrians whenever necessary for the protection of persons and property;
 - l) follow correct working practices in use of equipment and materials and adopt safe working practices to safeguard the safety of others as well as oneself;
 - m) report immediately to the Company any damage caused by them in the course of carrying out their duties, and bear the cost of replacing or repairing any such damage;
 - n) take pride in their work and play an active role in reporting maintenance faults or other issues to the Company;
 - o) maintain daily time sheets showing the number of employees and hours worked, and employee time sheets shall be provided to the Company on a monthly basis;
 - p) carry out the Services in way that aligns with environmentally friendly, sustainable, and green practices, and assist the Company with achieving their goal of being an environmentally friendly company; and
 - q) undertake reasonable requests and other duties as may be assigned by the Company.
- 2.2 The Company shall have the right to request that the Consultant remove and or reassign any employees from the site without cause.
- 2.3 The parties agree that the Services shall not be interrupted by strikes or lockouts by the Consultant or its employees during the term of the Agreement. Any strike or other collective action by employees of the Consultant, or Lockout of its employees by the Consultant which will stop, curtail or interfere with the Company's operations will result in suspension of the Agreement and the Company may exercise its rights to engage another service provider to ensure its continued operations at the Consultant's cost. It is the responsibility of the Consultant to provide reasonable notice of potential labour unrest to the Company.
- 2.4 All materials and equipment purchased or/supplied by the Company shall be used solely for the purposes of carrying out the Services and shall not be removed from the Site.

3. LANDSCAPE MAINTENANCE: SERVICES

3.1 LOCATION(S) AND WORKING HOURS

Landscape maintenance shall occur from approximately May 1st to October 31st and will include the areas outlined on Schedule B, Drawing "C". Normal working hours are from 6:00 a.m. to 5:00 p.m. Monday to Friday.

3.2 PESTICIDE USE

The Consultant is expected to work within the City of Toronto current requirements and utilize a most current Integrated Plant Health Care (IPHC) strategy for all landscape maintenance activities at Downsview Park.

The Consultant shall be licensed as an operator under the Ontario Pesticides Act. All pesticide applications shall be made in compliance with the Pesticides Act associated O. Reg. 63/09. A licensed landscape exterminator will preferably perform pesticides applications. The Consultant will provide to Company its Operator's License # as well as any applicable Landscape Exterminator License # at the start of the Term and upon any change during the course of the Term. Handling and application of all pesticides shall be done solely by persons legally licensed or certified to do so under applicable provincial and federal legislation.

3.3 LANDSCAPE MAINTENANCE SPECIFICATIONS

- 3.3.1 Personnel supervising all landscape work shall have demonstrated expertise at supervising landscape projects.
- 3.3.2 The Consultant shall inspect the trails, roads, sidewalks, paths and multiuse walkways before 8:00 a.m., every Monday to Friday, to ensure there is no debris, trip hazards, litter, ad hoc fire pits, etc.
- 3.3.3 The Consultant shall schedule all Work to ensure optimum environmental protection, grading, planning, planting, construction, demolition, seeding or sodding operations. Coordination and scheduling shall be organized to ensure:
 - a) a minimum duration of on-site storage of trees, bushes, flowers and other plant medium;
 - b) minimum movement and compaction of growing medium;
 - c) prompt mulching and watering operations;
 - d) that no damage occurs to materials before or after installation; and
 - e) that work schedule coordinates with the Company's schedule (including accommodation for any events and educational programing the Company may be hosting) and other on-site trades.
- 3.3.4 The Consultant shall monitor and promptly report to the Company in writing, any disease or insect infestations, damage, graffiti, safety issues, etc. Any urgent safety issues shall be communicated to the Company as soon as possible via telephone, with a follow-up report submitted in writing. In any event, written reports shall be delivered within 24 hours of discovery of any issues.
- 3.3.5 The Consultant shall maintain the different type of landscape in Downsview Park as specified in the legend of Schedule B, Drawing "C" in accordance with the Canadian Landscape Standard 2020.
- 3.3.6 The Consultant shall complete grass cutting in the area outlined on Schedule B, Drawing C. All grass cutting equipment must have sharp cutting blades and be in good safe mechanical condition without oil or hydraulic leaks. The operator is to perform an equipment inspection which will include a "circle check" when applicable prior to mowing. Tractors and grass mowing equipment must not be used in any circumstances that will cause damage to the grass or lawn by ruts and tracks such as when soil conditions are excessively wet and soft. It is the Consultant's responsibility to ensure that all in-lawn ornamental plants, e.g., trees, shrubs, and flowers, are not damaged by the equipment.

- 3.3.7 Grass cutting shall occur once per week, unless irrigation and/or natural precipitation dictate otherwise. In such an event a schedule will be discussed and agreed upon with the Company. Subject to change for weather conditions, the Consultant shall follow the general schedule for grass cutting specified in the Canadian Landscape Standard 2020.
- 3.3.8 Before and/or during each grass cutting remove and dispose of any paper, trash, refuse, and all other debris from fence rows, trees, shrubs, grasses and all surface areas.
- 3.3.9 Grass cutting shall be to a length of 8-10 cm except for the below listed areas which will be to a length of 15-20 cm, or where the forest encroaches on the Circuit Path or other naturalized areas.
- a) Dogsvie Park
 - b) The grass lands along Sheppard Ave.
 - c) The grass field on the east side of 40 Carl Hall Rd. (between John Drury Dr. and Tuscan Gate).
- 3.3.10 A mulch-type mower must be used so that grass clippings are left on the grass or lawn and allowed to decompose and be recycled into the soil.
- 3.3.11 Immediately after each mowing, all grass is to be trimmed along building walls, light poles, planters, steps, sidewalks, multiuse pathways, cement curbing, fences, flower beds, trees, shrub borders, etc. All trimming must be at the same height of cut as adjacent grass or lawn. All cut grass is to be removed from sidewalks and curbs immediately after cut by using blowers or manual implements (e.g. brooms, rakes, etc.)
- 3.3.12 Aerification shall be completed to the Festival Terrace, and other areas as may be necessary, to a minimum of 8 cm after large-scale events that have a minimum of 10,000 attendees (approximately 5 times per year). Cores shall be broken up as much as possible during the next mowing. The Company shall direct frequency of aeration.
- 3.3.13 Grass cutting shall take place on the full area of vegetation up to paving, where specified on Schedule B, Drawing "C", fencing and other boundaries. String trimmers should be used in areas where mowers cannot cut.
- 3.3.14 Cutting machines shall be appropriate for the size of area being cut and the standard of finish specified.
- 3.3.15 Rough grass areas as specified on Schedule B, Drawing "C" shall be cut by means of a tractor mounted or pedestrian guided rotary mower.
- 3.3.16 Inaccessible margins, isolated areas of any size, corners, bases or fence lines, hedges, buildings and the like shall be cut by other suitable machines approved by the Company or by hand tools. Work shall be carried out at the same time as the main area(s).
- 3.3.17 Cutters to all mowers shall be sharp and properly set.
- 3.3.18 The Consultant shall allow in their rates for cutting rough, sloping or uneven ground including grass banks, sides and bottoms of ditches which shall be cut to the same standard and finish as that specified on immediately adjacent level areas.
- 3.3.19 Where machinery that is used for cutting on level areas cannot be used for rough, sloping and uneven ground, the Consultant shall provide suitable alternative machines or cut by hand to give the required standard of finish.
- 3.3.20 The Consultant shall allow in their rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches within the grass area to be cut.

- 3.3.21 The same height and standard of cut shall be maintained around obstacle and obstructions as required on the immediate adjacent areas by use of suitable machines or by hand cutting.
- 3.3.22 Shrubs/bushes in the defined areas within Schedule B, Drawing "C" should be trimmed and kept in a neat and tidy condition according to maintenance levels - level 2 "groomed" of the 2020 Canadian Landscape Standard. In general plant life should be trimmed to avoid a hazard (i.e. blocking a driver's line of vision, pedestrian pathways, etc.). Any broken and or damaged plant material shall be removed from around the buildings/roadway/pathways.
- 3.3.23 Maintenance and cutting of tall grasses (warm season grasses) within Schedule B, Drawing "C" shall be completed in each spring (April/May).
- 3.3.24 Assist the Company as directed with the ongoing maintenance of the Tall Grass Prairie, which may include but is not limited to:
- a) selective mowing to prevent unwanted seed dispersal (mowing height and timing dependant on target species)
 - b) selective cutting of invasive species, which may require the use of handheld tools
 - c) spading of unwanted species
 - d) selective mowing of surrounding area
 - e) thatch removal
 - f) spot spraying of herbicide
 - g) assistance with development and implementation of a prescribed burn plan
 - h) hand broadcasting of seeds
- 3.3.25 As may be directed, assist the Company with the ongoing maintenance of the Stanley Greene bioswale (at Downsview Park Blvd. and George Butchart Dr.), which may include but is not limited to:
- a) selective mowing to prevent unwanted seed dispersal (mowing height and timing dependant on target species)
 - b) selective cutting of invasive species, which may require the use of handheld tools
 - c) spading of unwanted species
 - d) selective mowing of surrounding area
 - e) thatch removal
- 3.3.26 The Consultant shall inspect Dogsvie Park each morning (no later than 7:30 AM) to ensure the grounds are safe for both dogs and their owners, fill in any holes that may have been dug by dogs (or other animals) including those along the fence lines, pick-up and dispose of any dog waste, replenish the fetching sticks in the "Dogsvie Library", and remove and dispose of any trash or litter that may have been placed of in the "Dogsvie Library" container.
- 3.3.27 The Consultant shall remove all weeds around the perimeter of all buildings, curbs, and walkways.
- 3.3.28 The Consultant shall assist the Company with mulching as needed.
- 3.3.29 In the event of drought conditions, the Consultant should consult with Company on the implementation of a watering program (which may include hand watering) so as to maintain bushes, trees, and plant life in a healthy state. The water programming shall be

documented in writing and approved by the Company in writing before any such program commences.

- 3.3.30 The Consultant shall assist the Company with keeping seating, including Muskoka chairs, park benches, and picnic tables in a tidy condition, and neat and organized fashion.

3.4 SWEEPING

The Consultant shall be responsible for four (4) power sweeps per year of all the roadways and parking lots as identified in Schedule B, Drawing C which shall be complete between April and October, weather conditions permitting. The scheduling of the sweeps will be completed in consultation with the Company. Upon completion of the power sweep the roadways and parking lots shall be free of dust and debris.

4. SNOW REMOVAL AND ICE CONTROL

Prior to the start of each winter season, which shall occur from approximately November 1st to April 30th, the Consultant is required to visit the Site and using flat grey spray paint identify any existing poured or pre-cast curb damage and provide a report to the Company noting the damaged areas. The Consultant will also note existing turf damage. At the end of the winter season the Consultant and the Company will jointly tour the Site to identify any new damage, which the Consultant will repair at their expense prior to the final payout for winter services.

4.1 SNOW CLEARANCE SURFACES (PEDESTRIAN AND VEHICLE)

- 4.1.1 Upon commencement of an accumulated snowfall the Consultant shall supply labour and materials for the clearing and plowing of main roadways, sidewalks/walkways, all multiuse pathways including the Circuit Path, bridges, staircases, fire exits, driveways, parking areas and loading docks as noted in red in Schedule B, Drawings D to D-11. The Consultant shall ensure all areas are clear by 7:00 a.m. following an overnight snowfall, and by 5:00 p.m. following a daytime snowfall. Drifting snow is to be cleared within 4 hours without notice or without phone call. Access is to be made around the Site for a fire route before clearing of all other areas.
- 4.1.2 The Consultant shall provide the necessary labour and equipment, as may be required, seven (7) days a week, twenty-four (24) hours per day inclusive of statutory holidays to respond to any accumulations of snow or slippery conditions and be capable of completing snow clearing within 2 hours of ending.
- 4.1.3 In the event obstructions are experienced during the initial clearance i.e. parked vehicles, the Consultant shall return to clear these areas on the evening immediately following the initial clearance or as soon as inspections indicate access is available.
- 4.1.4 Fire hydrants, post indicator valves, doorways/entrances, stairs, exits, ramps, fire exits, and gate mechanisms are always to be kept clear of snow and ice.
- 4.1.5 The interlocking brick areas at the Carl Hall Rd. level pedestrian crossing at the railroad tracks, bridge expansion joints on Robert Woodhead Bridge, walkways, exit stair areas, pedestrian entry at Downsview Park Blvd., and the Stanley Greene Blvd. public art entrance must be shoveled by hand. NO pick-up truck or heavy machinery will be used on sidewalks/walkway area.
- 4.1.6 Removal or relocation of snow for which there is an additional charge is to be done only upon the Company's written approval of the estimated cost. Consultant to have on request,

equipment to provide relocation of snow should it be required, and to supply an equipment list with rates which shall include: four-wheel drive front end loaders, dump truck triaxle, dump truck tandem, bobcat, backhoe, and articulating loaders.

- 4.1.7 Prior to the winter season the Consultant will walk the Site with the Company to review all entrances and exit locations, which the Consultant will document in writing and provide to the Company for their review and approval.
- 4.1.8 Prior to the winter season snow dump and windrow areas will be discussed and agreed upon with the Company and documented by the Consultant in writing, which shall be supplied to the Company for their review and approval.
- 4.1.9 In the event of any unusually heavy snowfall, the Consultant shall clear all major roadways, entrances and exits to allow the flow of traffic and will return periodically to keep same clear. The Consultant will then return after the snow ceases to fall and perform all services in accordance with the provisions of the contract.
- 4.1.10 On an annual basis install snow fencing, as supplied by the Company, at the locations shown in orange on Schedule B, Drawing "F" by the Consultant in late October/early November (depending on the weather conditions) and removed in April.
- 4.1.11 The Consultant shall keep all drains and grates on all catch basins free from snow and ice, and other debris.
- 4.1.12 The Consultant shall take due care to keep the pedestrian traffic counters and wayfinding signage free from snow accumulation. A map noting the locations will be provided upon award of the RFP. The number of traffic counters is currently eight (8), however, the Company reserves the right to increase this to fifteen (15).

4.2 SALTING/SANDING (PEDESTRIAN AND VEHICLE)

- 4.2.1 Salting/Sanding shall commence when any exterior hard surface areas that are travelled upon by either pedestrian, vehicle or other mode of transportation delivering pedestrians, or shipping of goods or materials becomes slippery by ice, sleet, or snow. Salt, sand and ice melt (or other appropriate material as approved the Company), shall be supplied by the Company.
- 4.2.2 For greater clarity, calcium chloride (or other appropriate material as approved by the Company) is to be applied to sidewalks and other cement areas, and salt (or other appropriate material as approved by the Company) to asphalt. Adequate salting shall be provided until previous mentioned areas become free and clear of all snow and ice and are risk free. Unless otherwise instructed by the Company.
- 4.2.3 The Circuit Path and dog park ("Dogsvie Park") shall exclusively be de-iced using an environmentally, pet and animal safe material such as a premium eco-melt product.
- 4.2.4 All machinery used to load salt vehicles shall have scales built in to monitor usage per storm. Usage data will be reviewed by the Company upon request.
- 4.2.5 In addition to complying with all environmental and safety requirements, to the maximum extent practicable, the Consultant will use environmentally conscious materials and practices in all work completed within the Site and make recommendations to the Company about products and/or practices that may be implemented to improve sustainability, reduce green house gas emissions, and in general that would be more environmentally friendly.
- 4.2.6 On an annual basis install salt boxes by November 1st and fill on an as needed basis. The boxes and salt/ice melt will be supplied by Company. Remove salt boxes by April 30th.

- 4.2.7 The Consultant shall provide to the Company on a monthly basis weight scale tickets noting the amount salt and ice melt applied.

4.3 INSPECTION

- 4.3.1 The Consultant is to monitor the Site daily to ascertain existing conditions and to take appropriate action without call to address any existing or potential problems. The time interval between inspections is not to exceed twenty-four (24) hours. More frequent inspections are to be made during periods of high wind and/or fluctuating temperatures.
- 4.3.2 The Consultant will maintain a log of all site visits, accurately and completely describing site conditions, time and length of visits, and services performed. The Consultant will submit detailed weekly reports to the Company outlining the activity during the week prior. The Consultant agrees to supply 24 hour emergency service for any snow or ice situations and will supply cell phone or pager information should the Consultant need to be contacted by the Company.

5. LITTER AND SANITATION SERVICES

The Consultant shall:

- 5.1 Keep all outdoor areas clean and tidy.
- 5.2 Be responsible for all litter pickup within the Site seven (7) days a week including statutory holidays. This includes but is not limited to:
- a) Removal of all litter, paper, trash, refuse and debris from fence rows, trees, shrubs, grasses and all surface areas.
 - b) In alignment with the Company's waste management program empty all refuse cans and receptacles and install new garbage bags. All refuse cans and receptacles shall be emptied at a minimum of once per day no matter to the capacity in which they have been filled. During summer months and holidays, it may be necessary to empty refuse cans and receptacles multiple times a day to ensure that the cans are not overloaded and debris is not accumulating around them.
 - c) Using their own litter-vac and pick-up truck or suitable trailer, provide litter-vac services on all parking areas, sidewalks/walkways, multiuse pathways, and areas beyond 10 meters from the building.
- 5.3 Collaborate with Company to establish a schedule of key areas to be addressed at certain times of the week and year, i.e., litter pick services at 40 Carl Hall Rd. will be a priority on Monday mornings due the waste and litter generated by Downsview Park Merchant Market's weekend market.
- 5.4 Dispose of all waste in compliance with the Company's waste management and diversion plan, and in a bin(s) as designated by the Company.
- 5.5 Keep all drains and grates on all catch basins free from leaves and clear of other debris, including snow and ice.
- 5.6 The Consultant shall wash and wipe down all benches, refuse cans and receptacles, and park signage on an as needed basis so as to keep them in a neat and tidy condition, but no less than once per week for benches and trash cans, and no less than once per month for park signage.

- 5.7 Support the Company in the management of their events (wherein attendance shall not exceed more than 5,000 people per event) by removing all litter, paper, trash, refuse and debris from the event site on an as needed basis. The Company shall advise the Consultant of the needs and details of the event a minimum of 7 days prior to the event. The cost of which shall be billed separately and based on the per diem hourly rate specified within Schedule C.

Schedule "B"

Drawings

DRAWING "A" The "Site"



- A: William Baker neighbourhood
- B: Sheppard neighbourhood – 10, 35 & 40 Carl Hall Rd.
- C: Chesswood neighbourhood – 60 & 65 Carl Hall Rd.
- D: Allen neighbourhood – *limited services required*
- E: Stanley Greene neighbourhood – *limited services required*
- F: 57, 75, 79 & 85 Carl Hall Rd.
- G: 15 Carl Hall Rd., 70 Canuck, & Park

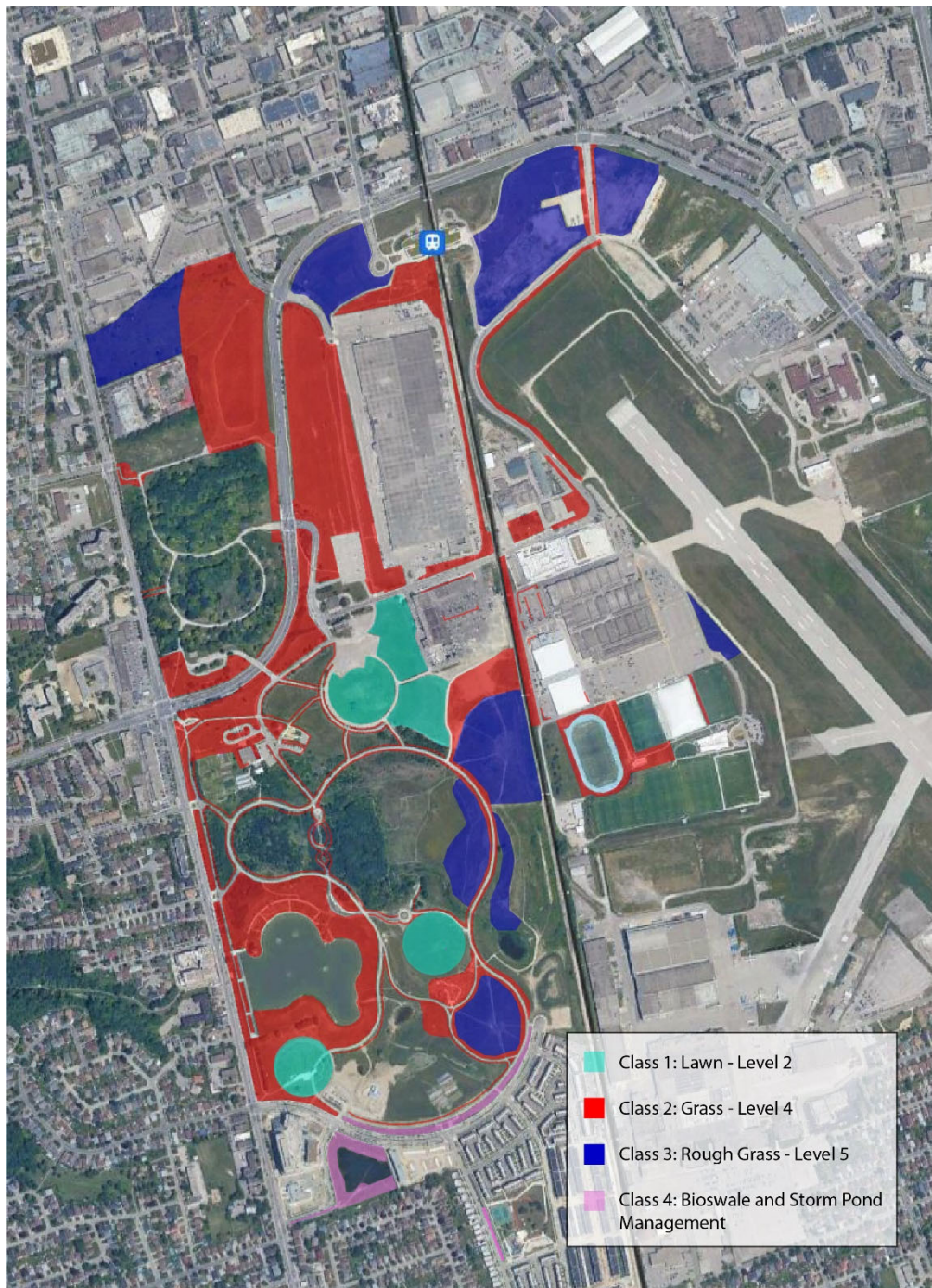
DRAWING "B"

Park Map



DRAWING "C"

Landscape Maintenance Map



DRAWING "D"

Winter Maintenance Map



DRAWING D-1

Detailed Winter Maintenance Map
10 Carl Hall Rd.



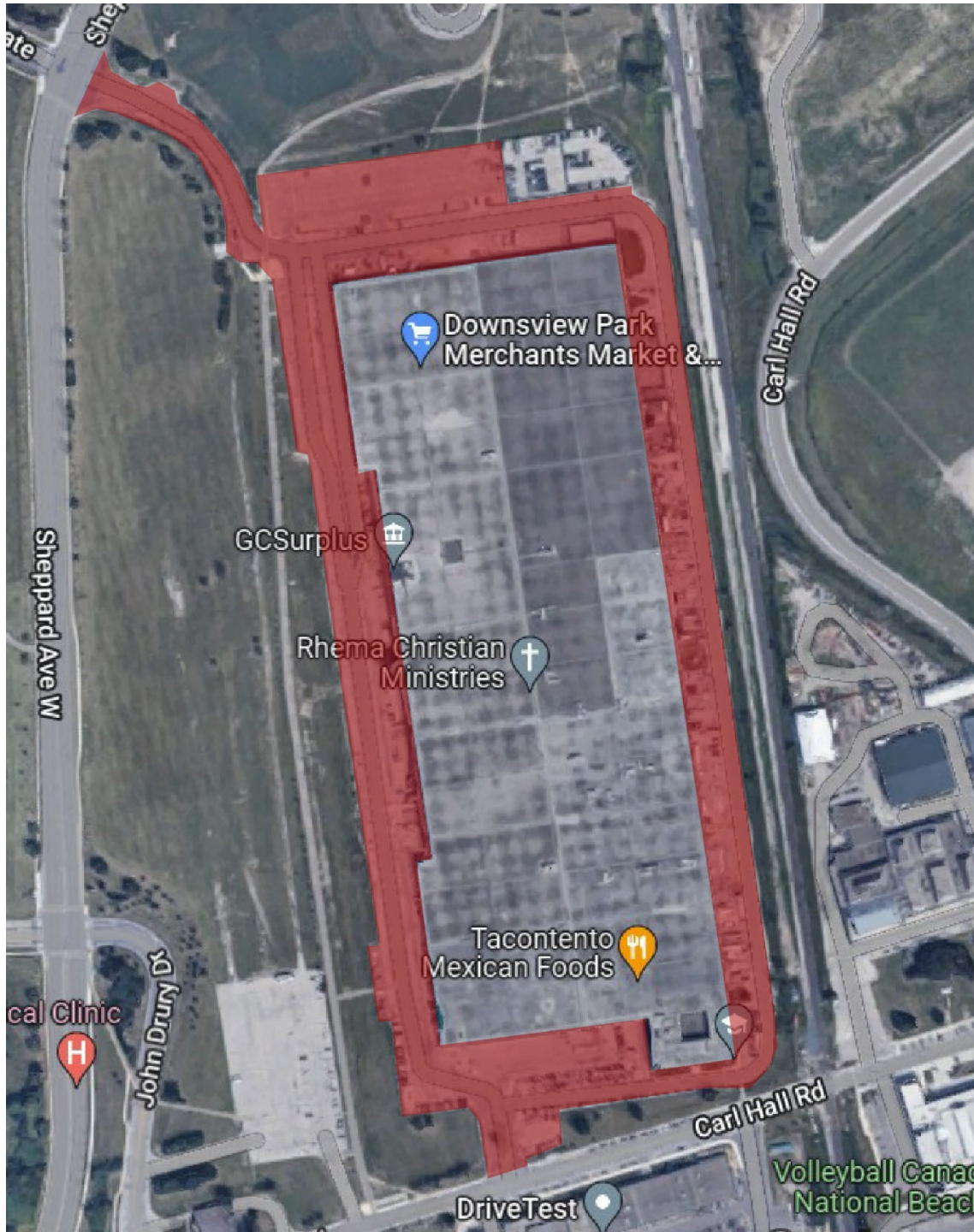
DRAWING D-2

Detailed Winter Maintenance Map
35 Carl Hall Rd.



DRAWING D-3

Detailed Winter Maintenance Map
40 Carl Hall Rd.



DRAWING D-4

Detailed Winter Maintenance Map
57 Carl Hall Rd. –



DRAWING D-5

Detailed Winter Maintenance Map
60 Carl Hall Rd.



DRAWING D-6

Detailed Winter Maintenance Map
75 Carl Hall Rd.



DRAWING D-7

Detailed Winter Maintenance Map
79 Carl Hall Rd.



DRAWING D-8

Detailed Winter Maintenance Map
70 Canuck Ave.



DRAWING D-9

Detailed Winter Maintenance Map
Park



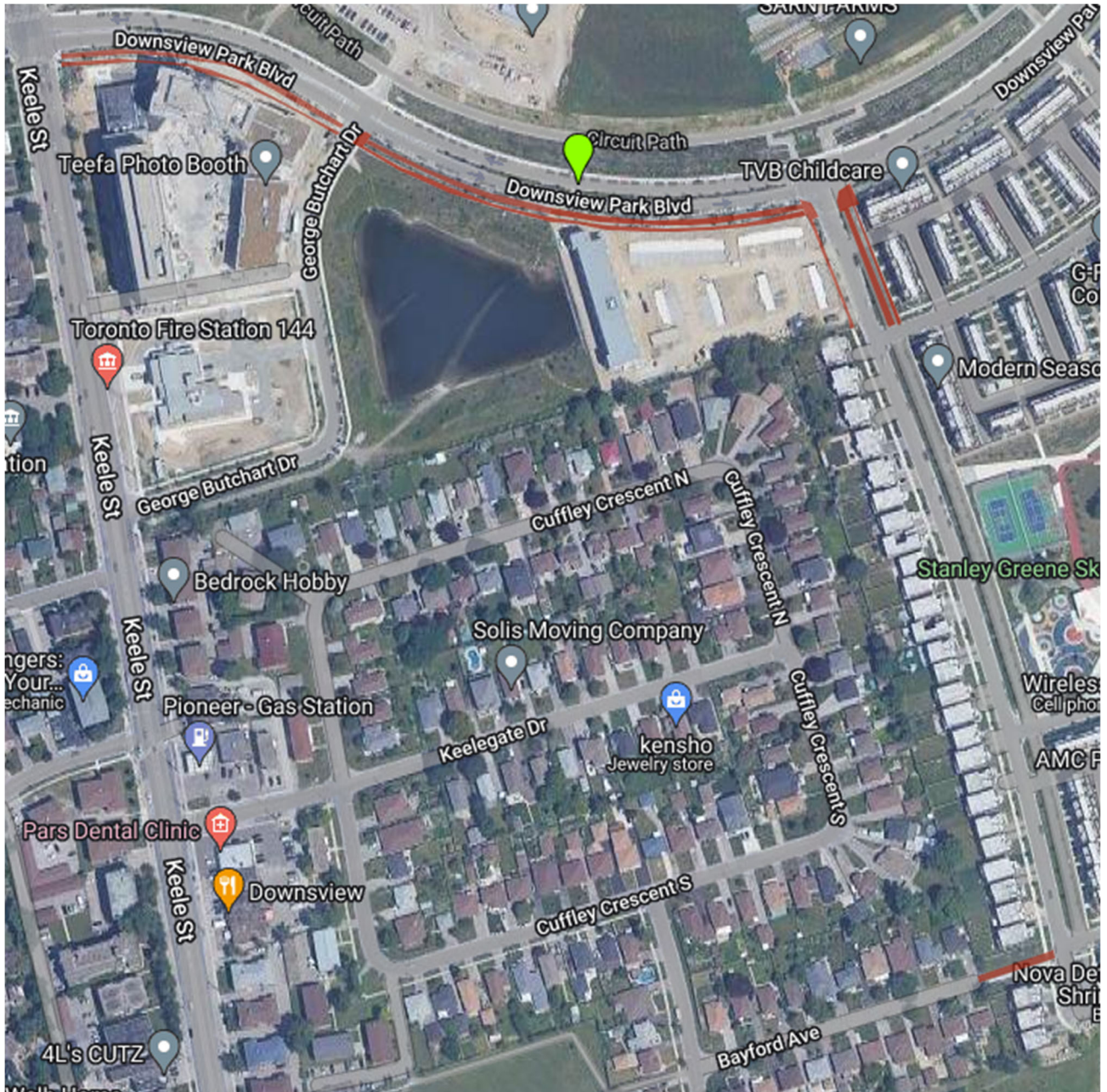
DRAWING D-10

Detailed Winter Maintenance Map
William Baker



DRAWING – D-11

Detailed Winter Maintenance Map
Stanley Greene Neighbourhood



DRAWING D -12

Detailed Winter Maintenance Map
Main Roads and Infrastructure



DRAWING F

Snow Fence Locations



Schedule "C"

FEES AND EXPENSES

LANDSCAPE MAINTENANCE						
Locations	Drawing	Year 1 Monthly Fee	Year 2 Monthly Fee	Year 3 Monthly Fee	Option 1 Monthly fee	Option 2 Monthly fee
10 Carl Hall Rd.	C					
35 Carl Hall Rd	C					
40 Carl Hall Rd	C					
57 Carl Hall Rd	C					
60 Carl Hall Rd	C					
75 Carl Hall Rd	C					
79 Carl Hall Rd	C					
85 Carl Hall Rd	C					
70 Canuck Ave	C					
Park	C					
William Baker Neighbourhood	C					
Stanley Greene Neighbourhood	C					
Infrastructure	C					
Chesswood Lands	C					
Total Monthly Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Approx # of Mths Per Year - May to Oct		6	6	6	6	6
Total Annual Landscape Maintenance Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LITTER PICK AND SANITATION SERVICES						
Locations	Drawing	Year 1 Monthly Fee	Year 2 Monthly Fee	Year 3 Monthly Fee	Option 1 Monthly fee	Option 2 Monthly fee
10 Carl Hall Rd.	N/A					
35 Carl Hall Rd	N/A					
40 Carl Hall Rd	N/A					
57 Carl Hall Rd	N/A					
60 Carl Hall Rd	N/A					
65 Carl Hall Rd	N/A					
75 Carl Hall Rd	N/A					
79 Carl Hall Rd	N/A					
85 Carl Hall Rd	N/A					
70 Canuck Ave	N/A					
Park	N/A					
William Baker Neighbourhood	N/A					
Stanley Greene Neighbourhood	N/A					
Infrastructure	N/A					
Chesswood Lands	N/A					
Total Monthly Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Approx # of Mths Per Year - Jan to Dec		12	12	12	12	12
Total Annual Litter Pick Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SNOW REMOVAL AND ICE CONTROL						
Locations	Drawing	Year 1 Monthly Fee	Year 2 Monthly Fee	Year 3 Monthly Fee	Option 1 Monthly fee	Option 2 Monthly fee
10 Carl Hall Rd.	D1					
35 Carl Hall Rd	D2					
40 Carl Hall Rd	D3					
57 Carl Hall Rd	D4					
60 Carl Hall Rd	D5					
75 Carl Hall Rd	D6					
79 Carl Hall Rd	D7					
70 Canuck Ave	D8					
Park	D9					
William Baker Neighbourhood	D10					
Stanley Greene Neighbourhood	D11					
Infrastructure	D12					
Total Monthly Fee		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Approx # of Mths Per Year - Nov to Apr		6	6	6	6	6
Total Annual Snow Removal and Ice Control Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ADDITIONAL SNOW REMOVAL AND ICE CONTROL SERVICES						
Service	Unit Measure	Year 1	Year 2	Year 3	Option 1	Option 2
		Fee Per Unit	Fee Per Unit	Fee Per Unit	Fee Per Unit	Fee Per Unit
Snow Fencing Installation ¹	LM					
Salt & Ice Melt Application ¹	Ton					

UNIT PRICING (As Requested)						
Unit items	Year 1 Hourly Fee	Year 2 Hourly Fee	Year 3 Hourly Fee	Option 1 Hourly Fee	Option 2 Hourly fee	
Event Litter Pick						
Front-end loader 3 Yd (labour/equip.)						
Front End Loader 5 Yd (labour/equip.)						
Litter Picker Labor						
Litter Vacuum						
Supervisor / Lead Hand / Foreperson						
General Labor						
Water Truck (labour/equipment)						
Dump Truck (labor/equipment)						

Tractor/Back Hoe (small)					
Tractor/Back Hoe (large)					
Tractor/Top Dresser					
Sand spreador/truck 1 Yard					
Sand spreador/truck 4 Yard					
Aerator (min 6' width, hollow core tines)					
Disc/Furrow (min 6' width)					
Street Sweeper					

Schedule "D"
INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of **Ontario** or other Canadian jurisdictions to do business in the Province of **Ontario** and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) sudden and accidental pollution liability;
 - (iii) broad form property damage including completed operations;
 - (iv) broad form property damage;
 - (v) cross liability and severability of interest clause;
 - (vi) additional insured endorsement;
 - (vii) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (d) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (e) except for the insurance coverage specified in subsections 1.1(a), must name the Company and Canada Lands Company CLC Limited as an additional insureds and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:
- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;

- (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of **Ontario** in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

Schedule 11
Form of License Agreement

See Attached

LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023

BETWEEN:

PARC DOWNSVIEW PARK INC.

(the “Licensor”)

- and -



(the “Licensee”)

NOW THEREFORE in consideration of the premises and the mutual covenants, conditions and agreements contained herein and for other good and valuable consideration (the receipt and benefit of which are hereby acknowledged by the Licensor and the Licensee), the Licensor and the Licensee covenant and agree as follows:

1. Grant

The Licensor hereby grants to the Licensee and to the Licensee’s employees, servants, agents, contractors, subcontractors and invitees (collectively, the “**Licensee’s Invitees**”) during the License Period (as defined in item 1 of Schedule “B” hereto) the exclusive right, privilege, permission and license to enter into and upon and to use and enjoy that portion of those lands and premises situate in Toronto, Ontario and which are outlined in bold on the plan attached hereto as Schedule “C”, the “**License Area**”) described in Schedule “A” (the “**Lands**”) hereto. The Licensee acknowledges that there is hereby reserved to the Licensor, the right to enter onto and remain upon the License Area for the purpose of inspecting, maintaining, repairing, operating and managing the License Area; provided, however, that in exercising such right the Licensor shall not unreasonably interfere with the Licensee’s use and enjoyment of the License Area for the purposes and uses permitted hereunder.

2. Limitation

The Licensee will use the License Area during the License Period exclusively for the purposes and uses set forth in item 2 of Schedule “B” hereto. Nothing in this Agreement will be deemed to grant the Licensee any interest in land or any permanent interest or right with respect to the License Area or the Lands and the Licensee will assert no interest or claim in the License Area or in the Lands. For greater certainty, but without limiting the generality of the foregoing, the Licensee will not register this Agreement or a caveat in respect of the same against title to the Lands or any part thereof.

3. License Fees

In consideration for the rights granted to the Licensee herein, the Licensee shall pay to the Licensor, by certified cheque or bank draft, the License Fees set forth in item 3 of Schedule “B” hereto. The Licensee shall not be entitled to use or occupy the License Area for any purpose whatsoever until that portion of the License Fees payable on or prior to the commencement of the License Period has been paid. The License Fees will be deemed to be non-refundable and fully earned upon receipt.

4. Covenants of the Licensee

The Licensee will:

- (a) comply with, and ensure that the Licensee's Invitees comply with, all applicable federal, provincial or municipal statutes, codes, ordinances, decrees, rules, regulations, bylaws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common law and equity, and obtain all necessary licenses, permits, approvals, and authorizations and comply with all applicable requirements of all government bodies with respect to the Licensee's use and occupation of the License Area;
- (b) comply with, and ensure that the Licensee's Invitees comply with, any reasonable rules, policies and directions of the Licensor or its agents with respect to the use and occupancy of the License Area by the Licensee including, without limitation, the rules and regulations attached as Schedule "D" hereto (the "**Rules and Regulations**") and any other rules, policies or directions relating to the coordination of the use of the License Area by the Licensee with the activities of the Licensor, occupational and public safety and the impact of the use of the License Area by the Licensee on the lessees, licensees or invitees of the Licensor; the Licensee agrees that any breach of the Rules and Regulations or such rules, policies and directions shall constitute a breach of this Agreement;
- (c) not interfere, disturb, inconvenience, delay or otherwise cause expense to the Licensor with respect to any of the Licensor's activities on the Lands (including the development of the Lands) or with respect to the use of the Lands by the Licensor or any lessees, licensees or invitees of the Licensor;
- (d) not construct, alter, expand or demolish any improvements on the License Area (whether constructed by the Licensee or not) without the prior written approval of the Licensor, which may be withheld or conditioned in the Licensor's sole discretion;
- (e) provide, maintain, protect and, prior to the expiration of the License Period, remove from the License Area, at its own expense, all goods and personal property brought onto the License Area by or on behalf of the Licensee and all unaffixed improvements and signs constructed or installed by or on behalf of the Licensee; the Licensee shall not remove any affixed improvements constructed or installed by or on behalf of the Licensee, save and except upon and in accordance with the Licensor's written direction;
- (f) at no cost to the Licensor, upon the expiration of the License Period, restore the License Area to the condition and state of repair as existed prior to the License Period and repair any damage caused by the use and occupation of the License Area by the Licensee or otherwise caused by the Licensee or any of the Licensee's Invitees to the License Area, the Licensor's property or roads, facilities or improvements upon the Lands, including in connection with the removal of any improvements;
- (g) not use the License Area to generate, treat, store, dispose of or transfer any toxic or dangerous or hazardous waste, substance or material, pollutants, deleterious substances or contaminants including, without limitation, any asbestos, lead, radioactive materials or polychlorinated biphenyls (collectively referred to as "**Hazardous Substances**"). Without limiting the restrictions contained in the preceding sentence, if the Licensee shall keep or permit any Hazardous Substances upon the License Area then such Hazardous Substances shall be and remain the sole and exclusive property of the Licensee and shall not become the property of the Licensor notwithstanding any other provision of this Agreement or any rule of law or any degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the License Area or the Lands and notwithstanding the expiry or earlier termination of this Agreement;
- (h) make no claims or demands and will not initiate any manner of action or actions, cause or causes of action or suits against the Licensor which are, in any way, related to the use by the

Licensee of the License Area, except in respect of a breach or default by the Licensor under this Agreement;

- (i) maintain, in full force and effect, the insurance coverage set out in item 5 of Schedule “B” hereto, and will not wilfully or negligently do, or omit to do, any act or thing which may cause the premium payable in respect of any insurance maintained by the Licensor to be increased or such insurance cancelled; and
- (j) promptly vacate the License Area upon the expiration of the License Period.

5. Risk and Responsibility

The Licensor has made no representations or warranties, verbal or written, express or implied, whatsoever regarding the physical, environmental or other condition of the License Area or the Lands and the Licensee accepts and shall use and occupy the License Area on an “as-is, where-is” basis. The Licensee will assume all legal and financial risk and responsibility for the Licensee’s use and occupation of the License Area and for the activities of all those persons who are associated, either directly or indirectly, with the activities of the Licensee, including the Licensee’s Invitees and hereby releases the Licensor and its employees, servants, agents, property managers, lessees, invitees, licensees, consultants, contractors and subcontractors in respect of all claims, losses, costs or damages related to such use or occupation. The Licensee will protect the License Area, the Lands and the Licensor’s property and the property of the Licensor’s employees, servants, agents, lessees, invitees, licensees, consultants, contractors and subcontractors from any damage arising out of, or in connection with, the use and occupation of the License Area, by the Licensee or the Licensee’s Invitees. The Licensee will promptly repair any such damage at no cost, expense or inconvenience to the Licensor.

6. Occupational Health and Safety Matters

- (a) For the purposes of applicable occupational health and safety legislation, applicable worker’s compensation legislation and the regulations made thereunder (collectively, “**Applicable OHS Laws**”), if the Licensee undertakes any construction on the License Area and the Lands, the Licensee will be the constructor and general contractor (or similar role under Applicable OHS Laws) (collectively, the “**Constructor**”) for the purposes of Applicable OHS Laws, for the duration of the Licensee’s use of all or any parts of the License Area. The Licensor is not and will not be the Constructor for the purposes of Applicable OHS Laws. The Licensee hereby irrevocably accepts its role as the Constructor, and acknowledges that the Licensor is not the Constructor on any project the Licensee may choose to undertake. Where required by Applicable OHS Laws, the Licensee shall file a “Notice of Project” or other required notification form with the applicable provincial health and safety ministry or authority, listing the Licensee as the Constructor, and where the Licensee is required to file such “Notice of Project” or other required notification form, the Licensee shall also provide the Licensor with a health and safety program, prepared by a workplace health and safety professional, for such project and the Licensee shall fully implement and enforce such program.
- (b) Without in any way limiting the obligations of the Licensee pursuant to this Agreement, the Licensee agrees that it shall at all times comply with the provisions of Applicable OHS Laws in relation to activities on the License Area and, in particular, the obligations of a Constructor and employer under Applicable OHS Laws, and shall establish and maintain a system for ensuring such compliance, and shall ensure that all persons engaged in relation to such activities on the License Area comply with Applicable OHS Laws whether or not such persons are employed or engaged, directly or indirectly, by the Licensee. The Licensee further agrees that the License Area shall be treated as a separate worksite for the purposes of Applicable OHS Laws and the Licensee shall take such steps as may be required in order to ensure that activities on the License Area are independent of activities on other worksites in the vicinity of the License Area (including, without limitation, erecting fencing where appropriate and/or implementing other

appropriate means of controlling access to worksites in respect of which it is the Constructor) and to coordinate the activities on the License Area with other worksites in the vicinity of the License Area, as appropriate.

- (c) The Licensee represents and warrants to the Licensor that it is aware of the obligations that are imposed on the Licensee pursuant to Applicable OHS Laws (including obligations of a Constructor and obligations of an employer) and that the Licensee and its designates pursuant to Section 6(a), if any, shall at all times have and exercise the skills and expertise necessary to comply with and satisfy such obligations.

7. Indemnification

The Licensee will indemnify and save harmless the Licensor and its officers, directors, employees, servants, agents, property managers, contractors, subcontractors and consultants from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, claims (including any subrogated claims by insurers, howsoever caused), suits, judgments, investigations and legal expenses (on a solicitor and his own client basis) which the Licensor may incur or suffer or be put to by reason of or in connection with or arising directly or indirectly from the use and occupancy of the License Area by the Licensee or the Licensee's Invitees or any breach, violation or non-performance by the Licensee of any of the obligations of the Licensee under this Agreement.

If the Licensor is made a party to any litigation commenced by or against the Licensee as a result of the use and occupation of the License Area by the Licensee or the Licensee's Invitees, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay, upon demand, all costs, expenses and legal fees (on a solicitor and his own client basis) which may be incurred or paid by the Licensor in respect of such litigation. The indemnifications contained in this Section 7 will survive the termination of this Agreement or the expiry of the License Period.

8. Termination

(a) Termination for Convenience

The Licensor may terminate this Agreement at any time, for any reason, in its sole discretion, by providing thirty (30) business days prior written notice to the Licensee.

(b) Termination for Default

Notwithstanding anything to the contrary contained herein, the Licensor may terminate this Agreement with immediate effect if the Licensee remains in default of any of the Licensee's covenants, conditions and agreements hereunder for a period of fifteen (15) days following written notice of such default being given to the Licensee. In the event of such termination, the Licensor may retain the License Fee and the Deposit, if any, without limitation to the Licensor's rights and remedies at law or in equity in respect of such default.

(c) Business Integrity Termination

Prior to entering into this Agreement, the Licensee provided the Licensor with a certificate of compliance dated **[Insert date]** (the "**Compliance Certificate**"). If the Licensor, acting reasonably, determines that:

- (i) the Licensee provided a false or misleading Compliance Certificate, or
- (ii) the Licensee or an Owner (as defined in the Compliance Certificate) of the Licensee has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Licensee shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Licensor shall have the right to terminate this Agreement immediately upon notice to the Purchaser. In the event of such termination, the Licensor may retain the License Fee and the Deposit, if any, without limitation to the Licensor's rights and remedies at law or in equity in respect of such default.

9. Relocation

At any time and from time to time during the License Period or any extension thereof, the Licensor shall be entitled to relocate the License Area from the location shown outlined in red on Schedule "C" attached hereto to other areas on the Lands having approximately the same area as the License Period, provided that:

- (a) the Licensor provides the Licensee with not less than fifteen (15) days prior written notice;
- (b) in no case will the Licensee be reimbursed or compensated for any direct or indirect costs relating to such relocation; and
- (c) all terms and conditions of this Licence Agreement shall apply with respect to the relocated area for the remainder of the License Period.

10. Assignment

The Licensee shall not assign this Agreement, or grant any sublicenses, or part with the use or possession of the License Area, or permit the use or occupation thereof by others, without the prior written consent of the Licensor, which consent may be unreasonably and arbitrarily withheld. No consent by the Licensor to any assignment or sublicensing will operate to release the Licensee from its obligations hereunder.

11. Access to Information Act

The Licensee acknowledges that the Licensor is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Licensor in connection with of this Agreement may be subject to the provisions of these Acts.

12. Entire Agreement

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Licensor and the Licensee with respect to subject matter hereof.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

14. Counterparts

This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

15. Additional Provisions

The terms and conditions set forth in Schedule "B" hereto shall be deemed to be included in and form part of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year mentioned above.

PARC DOWNSVIEW PARK INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation



Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

SCHEDULE "A"

THE LANDS

Parc Downsview Park Inc.

Legal Description

1. PIN 10176-0435(LT)

PART OF LOTS 15-17, CONCESSION 3, WEST OF YONGE STREET, TOWNSHIP OF YORK; PART OF ROAD ALLOWANCE BETWEEN LOT 15 & 16 CONCESSION 3, WEST OF YONGE STREET, TOWNSHIP OF YORK, DESIGNATED AS PART 1, PLAN 64R7254, PART 1, PLAN 64R7255 AND PART 1, PLAN 64R7256; SUBJECT TO NY35096; TORONTO (NORTH YORK), CITY OF TORONTO.

2. PIN 10176-0482(LT)

PART OF LOTS 15-17, CONCESSION 3, WEST OF YONGE STREET, TOWNSHIP OF YORK; PART OF ROAD ALLOWANCE BETWEEN LOT 15 & 16, CONCESSION 3, WEST OF YONGE STREET, TOWNSHIP OF YORK, DESIGNATED AS PART 2, PLAN 64R7254, PART 3, PLAN 64R7255 AND PART 2, PLAN 64R7256; SUBJECT TO NY35096; TORONTO (NORTH YORK), CITY OF TORONTO.

3. PIN 10181-0041(LT)

PART OF LOTS 16 & 17, CONCESSION 3, WEST OF YONGE STREET, (TOWNSHIP OF NORTH YORK), DESIGNATED AS PARTS 66 & 39 ON PLAN 66R20945; TORONTO (NORTH YORK), CITY OF TORONTO.

4. PIN 10181-0042(LT)

PART OF LOT 16, CONCESSION 3, WEST OF YONGE STREET, (TOWNSHIP OF NORTH YORK), DESIGNATED AS PART 38 ON PLAN 66R20945; TORONTO (NORTH YORK), CITY OF TORONTO.

5. PIN 10181-0043(LT)

PART OF LOT 16, CONCESSION 3, WEST OF YONGE STREET, (TOWNSHIP OF NORTH YORK), DESIGNATED AS PART 37 ON PLAN 66R20945; TORONTO (NORTH YORK), CITY OF TORONTO.

6. PIN 10181-0044(LT)

PART OF LOT 16, CONCESSION 3, WEST OF YONGE STREET, (TOWNSHIP OF NORTH YORK), DESIGNATED AS PART 36 ON PLAN 66R20945; TORONTO (NORTH YORK), CITY OF TORONTO.

7. PIN 10181-0056(LT)

PART OF LOTS 15, 16 AND 17 AND PART OF ROAD ALLOWANCE BETWEEN LOTS 15 AND 16 (CLOSED BY EXPROPRIATION CERTIFICATE PLAN 3923, NY99937) (TOWNSHIP OF NORTH YORK), DESIGNATED AS PARTS 34, 40, 67 AND 68 ON PLAN 66R-20945; SUBJECT TO AN EASEMENT OVER PART 34, PLAN 66R-20945 AS IN TB298519, SAVE AND EXCEPT PART 36 ON PLAN 66R-25491; SUBJECT TO AN EASEMENT OVER PART 37 ON PLAN 66R-25491 IN FAVOUR OF PARTS 1, 3, 6, 8, 14, 25, 28, 32 AND 36 ON PLAN 66R-25491 AS IN AT2694882; TORONTO (NORTH YORK), CITY OF TORONTO

8. PIN 10213-0555(LT)

PART OF LOT 13 CONCESSION 2, WEST OF YONGE STREET, TOWNSHIP OF YORK; PART OF WEST HALF OF LOTS 14 AND 15 CONCESSION 2, WEST OF YONGE STREET, TOWNSHIP OF YORK, DESIGNATED AS PART 1, PLAN 64R7251 AND PART 1, PLAN 64R7252; PART OF LOT 15, CONCESSION 3, WEST OF YONGE STREET, TOWNSHIP OF YORK; PART OF ROAD ALLOWANCE BETWEEN CONCESSION 2, WEST OF YONGE STREET & CONCESSION 3, WEST OF YONGE STREET, TOWNSHIP OF YORK, DESIGNATED AS PART 1, PLAN 64R7253; ALSO KNOWN AS WILLIAM R. ALLEN ROAD; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 ON PLAN 66R-24916 AS IN AT2694883; TORONTO (NORTH YORK), CITY OF TORONTO.

9. PIN 10233-0808(LT)

PART OF LOT 13, CONCESSION 2, WEST OF YONGE STREET; PART OF WEST HALF OF LOT 14, CONCESSION 2, WEST OF YONGE STREET, DESIGNATED AS PART 1 ON PLAN 64R7002; TORONTO (NORTH YORK), CITY OF TORONTO.

10. PIN 10234-0701(LT)

PART OF LOTS 12, 13 AND 14, CONCESSION 3, WEST OF YONGE STREET, DESIGNATED AS PARTS 57, 58, 59, 60, 61, 62, 63, 64 AND 65 ON PLAN 66R-20945, SAVE AND EXCEPT PARTS 1, 2, 3, PL 66R27170; SAVE AND EXCEPT PART 6 PLAN 66R27445; AND SAVE AND EXCEPT PLAN 66M2520; TORONTO (NORTH YORK), CITY OF TORONTO.

11. PIN 10234-1052(LT)

PART LOTS 14,15,16,17 AND PART ROAD ALLOWANCE BETWEEN LOTS 15 AND 16 (AS CLOSED BY EXPROPRIATION CERTIFICATE PLAN 1923, NY99937), CONCESSION 3 WEST OF YONGE STREET(GEOGRAPHIC TOWNSHIP OF NORTH YORK), PARTS 54,55 66R20945, S/T TB298519. SAVE AND EXCEPT PARTS 21, 23, 25, 27, 28, 31, 32 66R25491 AND PART LOTS 16 & 17, CONCESSION 3, WYS BEING, PART 1, 66R31239; SUBJECT TO AN EASEMENT OVER PARTS 22, 24, 26, 29 AND 30 ON PLN 66R-25491 IN FAVOUR OF PARTS 1, 3, 6, 8, 10, 13, 14, 17, 21, 23, 25, 27, 28, 31, 32 AND 36 ON PLN 66R-25491 AS IN AT2694881; SUBJECT TO AN EASEMENT OVER PARTS 26, 29 AND 33 ON PLN 66R-25491 IN FAVOUR OF PARTS 1, 3, 6, 8, 14, 25, 28, 32 AND 36 ON PLN 66R-25491 AS IN AT2694882; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2, 66R31239 AS IN AT5411290; SUBJECT TO AN EASEMENT AS IN TB298519; CITY OF TORONTO

12. PIN 10233-1749(LT)

PART LOTS 14 & 15 CONCESSION 2 WEST YONGE STREET, PART ROAD ALLOWANCE BETWEEN CONCESSIONS 2 & 3 WEST YONGE STREET (CLOSED BY EXPROPRIATION PLAN 3409), PART LOTS 14, 15 CONCESSION 3 WEST YONGE STREET PARTS 11, 14, 15 & 16 66R20945 EXCEPT PARTS 1, 7, 8 & 9 66R21875 AND PARTS 1, 3, 4, 5 & 7 ON PLAN 66R-31787; SUBJECT TO EASEMENTS OVER PARTS 2 AND 6 ON PLAN 66R31787 IN FAVOUR OF PARTS 1, 3, 4, 5 AND 7 ON PLAN 66R-31787 AS IN AT5681310; TOGETHER WITH AN EASEMENT OVER PARTS 2 & 5 64R14267, PART 10 64R16795 AS IN TB914916; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1, 2 & 5 66R24916 SAVE AND EXCEPT PART 7 66R31787 AS IN AT2694883; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 CONCESSION 3, WEST OF YONGE STREET, DESIGNATED AS PART 3 ON PLAN 66R31787 IN FAVOUR OF PART 2 ON PLAN 66R31787 AS IN AT5681310; CITY OF TORONTO

13. PIN 10233-1741(LT)

PART LOTS 14, 15, 16 & 17 CONCESSION 3 WEST YONGE STREET, PART ROAD ALLOWANCE BETWEEN LOTS 15 & 16 CONCESSION 3 WEST YONGE STREET (CLOSED BY EXPROPRIATION PLAN 3923 NY99937) PARTS 5, 6, 7, 8, 12, 23, 24, 25 & 32 66R20945 EXCEPT PARTS 1, 3, 6, 8, 10, 13, 14 &

17 66R25491; TOGETHER WITH AN EASEMENT OVER PARTS 2 & 5 64R14267, PART 10 64R16795 AS IN TB914916; SUBJECT TO AN EASEMENT OVER PARTS 5, 7, 12, 15, 16 & 18 66R25491 IN FAVOUR OF PARTS 1, 3, 6, 8, 10, 13, 14, 17, 21, 23, 25, 27, 28, 31, 32 & 36 66R25491 AS IN AT2694881; SUBJECT TO AN EASEMENT OVER PARTS 2, 4, 7, 9 & 15 66R25491 IN FAVOUR OF PARTS 1, 3, 6, 8, 14, 25, 28, 32 & 36 66R25491 AS IN AT2694882; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 10 64R16795 AS IN TB914916E; SUBJECT TO AN EASEMENT OVER PART LOT 17 CONCESSION 3 WEST YONGE STREET, PARTS 2 AND 3, 66R30302 AS IN AT5628736; CITY OF TORONTO

14. PIN 10233-1742(LT)

PART LOTS 16 & 17 CONCESSION 3 WEST YONGE STREET, PART ROAD ALLOWANCE BETWEEN LOTS 15 & 16 CONCESSION 3 WEST YONGE STREET PART 2 66R30065; SUBJECT TO AN EASEMENT IN FAVOUR OF PART 10 64R16795 AS IN TB914916E; SUBJECT TO AN EASEMENT AS IN TH914946; CITY OF TORONTO

15. PIN 10233-1737(LT)

PART LOTS 16 & 17 CONCESSION 3 WEST OF YONGE STREET, PART ROAD ALLOWANCE BETWEEN LOTS 15 & 16 CONCESSION 3 WEST OF YONGE STREET PART 1 66R30065; TOGETHER WITH AN EASEMENT AS IN AT695256; TOGETHER WITH AN EASEMENT OVER PART LOTS 49, 57 & 58 PLAN 1764 PTS 2, 12 & 15 66R20882 AS IN AT695257; TOGETHER WITH AN EASEMENT OVER PART BLOCK A PLAN 1764 PTS 8 & 9 66R20882 AS IN AT695258; CITY OF TORONTO

SCHEDULE "B"

ADDITIONAL TERMS AND CONDITIONS

1. License Period. The "License Period" means the period commencing on ► and terminating at on ►.
2. Purposes and Uses. That portion of the License Area shown outlined in bold on the plan attached as Schedule "C" hereto shall be used and occupied by the Licensee solely for ► and any other activities which are directly incidental to the foregoing.

The Licensor hereby grants to the Licensee and to the Licensee's Invitees during the License Period the non-exclusive right, privilege, permission and license to use those access areas and roads designated by the Licensor from time to time (the "Access Areas") for the purpose of ingress to and egress from the License Area. The Access Areas shall form part of the License Area for the purposes of this Agreement and shall be used solely for ingress to and egress from the remainder of the License Area in accordance with the provisions of this Agreement and the Rules and Regulations.

3. License Fees. INTENTIONALLY DELETED.
4. Deposit. INTENTIONALLY DELETED.
5. Insurance. The Licensee shall, at its own expense, maintain the following insurance, in full force and effect, throughout the License Period:
 - (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) comprehensive general liability insurance for bodily injury to, death to, or property damage to third parties arising from its use and occupancy of the License Area in the amount of \$5,000,000.00;
 - (c) sufficient insurance to cover any loss or damage to any property, howsoever caused, which is brought on or about the License Area by Licensee, or at the direction of Licensee, whether such property is owned by Licensee or is in the possession of Licensee pursuant to an agreement including, without limitation, a rental agreement;
 - (d) workers' compensation insurance, or its equivalent, on all personnel engaged by, or on behalf of Licensee, where required by applicable laws; and
 - (e) any other insurance that the Licensor may, from time to time during the License Period, reasonably require.

The Licensee shall provide evidence of the aforesaid insurance coverage to the Licensor in the form of a certificate or a certified copy prior to the Commencement Date and the Licensee shall not use or occupy the License Area under this Agreement until such certificate or certified copy has been delivered. The certificate is required to name as additionally insured party the Licensor and **Canada Lands Company CLC Limited**.

6. Notices.

All notices, requests, demands or other communications required or permitted to be given by one party to another shall be in writing and may be given by email (transmission confirmed), addressed to such other party or delivered to such other party as follows:

- (a) **if to Licensor, at:**
Parc Downsview Park Inc.

70 Canuck Avenue
Toronto, ON M3K 2C5

Attention: Director, Property Management
Email: athompson@clc.ca or their successor

With a copy to:

Canada Lands Company CLC Limited
1 University Avenue, Suite 1700
Toronto, ON M5J 2P1

Attention: Chief Legal Officer & Corporate Secretary
Email: legalnotice@clc.ca

(b) **if to Licensee, at:**

▶
Attention: ▶
Email: ▶

All notices, requests, demands or other communications will be deemed to have been received when emailed (transmittal confirmed).

SCHEDULE "C"

[Insert diagram of Proponent Workshop]

SCHEDULE "D"

LICENSOR'S RULES AND REGULATIONS

1. The Licensee agrees that its activities shall be limited and restricted to the License Area and that the Licensee shall not have access to or the use of any other lands owned by the Licensor (including, without limitation, the Lands) in connection with such activities except as may be expressly authorized by the Licensor in writing.
2. The Licensee shall not do or omit to do or permit anything to be done or omitted anything upon or in respect of the License Area or the Lands the doing or omission of which will delay, interfere, disturb, inconvenience or restrict the use of the Lands by the Licensor and the Licensor's lessees, licensees or invitees.
3. The Licensee shall not obstruct or place anything in or on the sidewalks, driveways, parking areas or outside the License Area or use such locations for any purpose except access to and exit from the License Area without the Licensor's prior written consent and, without limiting the generality of the foregoing, the Licensee shall not use any portion of the Lands for storage purposes. The Licensor may remove at the Licensee's expense any such obstruction or thing (unauthorized by the Licensor) without notice or obligation to the Licensee.
4. The Licensee shall not do or omit to do or permit to be done or omitted anything upon or in respect of the License Area or the Lands the doing or omission of which, as the case may be, shall be or result in a nuisance. Without limiting the foregoing, the Licensee shall:
 - a) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the License Area;
 - b) not permit undue accumulations of garbage, trash, rubbish or other refuse within or without the License Area;
 - c) not throw, place or leave or permit its employees or agents delivering merchandise to the License Area to throw, place or leave any debris or refuse in or upon the Lands; and
 - d) not cause, suffer or permit odours to emanate or be dispelled from the License Area.

Upon direction of the Licensor, the Licensee shall forthwith, at the Licensee's expense, remedy any situation resulting in a breach of this provision.
5. The Licensee shall not do or permit anything to be done in the License Area or bring or keep anything therein which will in any way increase the risk of fire or obstruct or interfere with the rights of other licensees, tenants or invitees of the Licensor or violate any laws relating to fires or with the regulations of The City of Toronto Fire Department, or public health and safety.
6. The parking of vehicles shall be subject to the reasonable rules and regulations of the Licensor.
7. The Licensee shall not use any part of the License Area for any illegal purpose.
8. The Licensor may, but shall not be required to, from time to time adopt appropriate systems and procedures for the security or safety of the Lands or the License Area, any persons occupying, using or entering the same, or any equipment, furnishings or contents thereof and to facilitate the development of the Lands and the Licensee shall comply with the Licensor's reasonable requirements relative thereto.

9. The Licensee shall provide the Licensor with the names, addresses and telephone numbers of two (2) authorized employees of the Licensee who may be contacted by the Licensor in the event of an emergency relative to the License Area.
10. In these Licensor's Rules and Regulations, "the Licensee" includes the Licensee's Invitees and the Licensee shall cause such persons to comply with these Licensor's Rules and Regulations.
11. The Licensor shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary or desirable for the safety, care, cleanliness and appearance of the License Area and the Lands, for the preservation of good order therein, and to facilitate the development of the Lands and the same shall be kept and observed by the Licensee. The Licensor may from time to time waive any of such rules and regulations as applied to particular licensees and is not liable to the Licensee for breaches thereof by other licensees.