



MNP

Request for Proposal (RFP)

Alberta Commercial Real Estate Expert – Consulting Services

May 12, 2025

Prepared by MNP

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Background

The Beverage Container Management Board (BCMB) is a Delegated Administrative Organization (DAO) – an arm’s length organization that has delegated government authority under the Alberta’s Ministry of Environment and Protected Areas to regulate the beverage container system in Alberta. The BCMB’s mandate is to sustain a minimum 85% return rate for all registered beverage containers, as well as to regulate and enhance a leading beverage container system that protects Alberta’s environment. As the system regulator, the BCMB works closely with the following stakeholders to ensure the collection and processing of beverage containers in Alberta:

- Alberta Beverage Container Recycling Corporation – collection system agent for non-refillable containers
- Alberta Bottle Depot Association – represents Alberta bottle depots
- Collection service providers for refillable containers
- Alberta Environment and Protected Areas (formerly Alberta Environment and Parks)

MNP LLP (MNP) has been retained by the BCMB to analyze the costs associated with operating approximately 219 Alberta-based beverage container return depots (Depots) and provide recommended Handling Commissions (HC). The HC is a payment per empty beverage container (Container) to Depots to take Containers from consumers, repay to consumers the Deposit paid when the Container was purchased, sort the Containers by material type and store the sorted Containers until they are retrieved by a manufacturer’s agent to be re-used or recycled. **Designated Registered Participants (DRPs) and Registered Participants (RPs)** typically include Depots, manufacturers, and their representatives.

Alberta Depots are regulated by the BCMB, and HCs are set based on regulatory cost of service principles. Traditional infrastructure utilities are cost of service regulated and earn a return on un-depreciated equity invested (rate base). In contrast, Depots have relatively small capital investments. Some Depots own the building that houses their operation, and some operate out of leased premises. Typically, Depots are housed in industrial, commercial, or retail space of a size of 1,000 to 10,000 square feet. To provide an appropriate cost basis for all Depots in setting the HC, a deemed lease rate approach has been approved for use by the BCMB.

An average of 19.3% of the costs associated with operating Alberta bottle depots relates to the buildings that house the depot operations. About 39% of the bottle depot buildings are owned and 61% are leased, with some depot buildings being leased from non-third-party owners.

This Request for Proposals (RFP) is seeking a consulting firm to be the Real Estate Expert and provide a well-supported and defensible recommendation on the appropriate deemed lease rate for Alberta Depots for the five years leading up to the target year (e.g., 2021 - 2025). The recommended deemed lease rates can be categorized by geographic locations, type of building utilized, or other factors that the Real Estate Expert deems appropriate.

Confidentiality

MNP reserves the right to share RFP responses to the extent required to make an informed decision. Additionally, MNP reserves the right to share RFP responses with BCMB staff after the completion of the process. All such persons will have appropriate confidentiality obligations. RFP responses will not be shared with other RFP Respondents or with Designated Registered Participants (DRPs) and Registered Participants (RPs).

Terms of Reference

1. The Deemed Lease rate recommendations will comply with the BCMB's Depot Building Deemed Lease Rate Policy¹ document.
2. The Real Estate Expert's Report will be of a depth and quality expected if it were to be filed with a public utility regulatory authority or to be utilized to by a client for market-based transactions.
3. The Real Estate Expert's recommendations will not consider the ownership of Depot Buildings (e.g., owned or leased).
4. The Real Estate Expert's recommendations will consider conditions that could affect the lease rate for Depot buildings, including geographic location, type of building utilized, or other factors the Real Estate Expert deems material.
5. The Real Estate Expert's recommendations should be considered accurate to +/- 15-20% of actual market conditions for rural and urban depots and +/- 5-10% for metro depots.
6. The Real Estate Expert's recommendations will review and understand information from the 2019 HC review process (see the Project Description section for historical documents).

RFP Documents

Documents referenced in this RFP document will be made available to Respondents through a secure website and upon request to MNP. Copies of all documents referenced in this RFP will also be made available to the successful RFP Respondent.

Data Available

MNP will provide the following data for each depot building in an Excel spreadsheet:

1. Building location (city, town, etc.) including address

¹ All reference documents will be made available, please see RFP Documents section.

2. Building size in square feet
3. 2022/23 lease rate, if the building is leased
4. 2022/23 operating costs (e.g. utilities, etc.)²
5. Depot BCMB classification (Metro, Urban or Rural)

There are 51 Metro depots in Edmonton and Calgary. There are 38 Urban depots in 27 smaller Alberta cities and 130 Rural depots in towns, villages, etc.

The 219 bottle depots were categorized into 12 Depot Building Groups during the 2019 HCR process. The following is a sample summary of the Excel spreadsheet the MNP will provide, excluding cost data which will only be provided to the successful proponent.

Building Group	Number of Depots	Average Square Footage
Calgary Retail	11	6,550
Calgary Commercial and Industrial	17	7,105
Edmonton Retail	3	6,360
Edmonton Commercial	14	6,879
Edmonton Industrial	5	6,177
Bedroom City	15	5,106
North City	5	8,646
South City	14	6,899
Rural North Town	37	3,188
Rural South Town	52	3,180
Rural Village	39	2,188
Rural Hamlet	9	2,023
Total	221	4,232

The Depot Groups have been classified as follows:

1. For metro depots within Edmonton and Calgary, classified as retail, commercial, or industrial:
 - i. Retail - depot building in location where building could be used for retail, e.g., in shopping mall or street with pedestrian traffic
 - ii. Commercial - depot building in location where building could be used for commercial, e.g., office space, destination retail, etc.
 - iii. Industrial - depot building in light industrial area where building could be used for light industrial or warehouse use

² Some data may not be known for every building

2. For Urban depots within Alberta cities other than Edmonton or Calgary, classified as bedroom, south or north:
 - i. Bedroom City – in a city next to Edmonton or Calgary
 - ii. South City – cities south of Edmonton
 - iii. North City – cities north of Edmonton
3. For Rural depots outside of Alberta cities, classified by population size & location:
 - i. North Town – population over 1,000 in town north of Edmonton (more remote)
 - ii. South Town – population over 1,000 in town south of Edmonton (less remote)
 - iii. Village – 300 to 1,000 population
 - iv. Hamlet – under 300 population

The Real Estate Expert will be required to perform a review of the 12 Depot Building Groups and the categorization of the 219 depots into those groups and recommend the appropriate structure to provide an accurate estimate of future deemed lease rates. If a structure change is recommended, the Real Estate Expert should include in the final report the rationale for the change and calculate the effect the structure change had on the change of the estimate of future deemed lease rates from the 2019 HCR process.

Project Description

The Real Estate Expert will be required to review and understand the following:

1. Review the current BCMB policy document entitled Depot Building Deemed Lease Rate Policy
2. Review the 2019 HC Review documents related to the determination of the Real Estate Lease Rates:
 - i. HCR 2019 Doc 085 – DCA.Phase.I.Report.MNP.2019.10.31
 - ii. HCR 2019 Doc 076 – Real.Estate.Final.Report.CBRE.2019.08.13
3. Review MNP-provided building data and request any additional information from MNP on Depot operating parameters and statistics that may be required for analysis
4. Prepare a report with recommended Deemed Lease Rates for the period 2021 to 2025 including:
 - i. Market lease rates (in \$/SF) based on estimated market lease rate fairly negotiated between arm's length parties as of July 1st of each year
 - ii. Market lease rates should be based on triple net assuming tenant pays for property taxes, building insurance and maintenance, and all utilities
 - a) For each category, the real estate expert will provide a list of what specific items were included or excluded in each case (e.g., for building maintenance does the recommended rate include the cost of building repairs, property maintenance, landscaping, snow removal, garbage, etc.)
 - iii. Estimated property taxes, building insurance and maintenance costs in \$/SF as of July 1, 2025

- iv. Estimated utility costs in \$/SF as of July 1, 2025
5. The report should include a section outlining the methodology used, historical data considered, and the associated assumptions made in the calculation of the Deemed Lease Rates
6. Provide written responses to information requests from Designated Registered Participants (DRPs) and Registered Participants (RPs)
7. Meet with MNP, the facilitator, the BCMB and/or DRPs and RPs as requested (i.e., virtual meetings)
8. Support for arbitration if required, availability to be cross examined by DRPs and RPs and at any panel, arbitration or hearing if required.

RFP Response Requirements

In your response, please provide the following:

1. Methodological Approach
 - i. A description of the approach to the required scope of work including all elements of the Project Description (Project Description section above), the data to be used, the method(s) of data analysis to be employed, etc.
 - ii. A detailed work plan.
 - iii. A description of the project deliverable(s).
 - iv. A work schedule and deliverable dates.
2. Qualifications
 - i. Description, timing and scope of similar work assignments.
 - ii. Listing of key personnel to be used, qualifications to complete the work and resumes.
3. Schedule
 - i. Statement committing to the schedule noted in the Schedule section below.
4. Pricing
 - i. Pricing proposal, as per the Pricing section below.

Pricing

Please provide a price that outlines a fixed fee for all work performed up to and including the delivery of the final report with all details included in the Project Description section; plus, an hourly fee schedule for all work performed subsequent to the delivery of the report (i.e., response to information requests and hearings / arbitration if required).

Schedule

The following are the key dates for this assignment:

RFP issued to Vendors	May 12, 2025
RFP Respondents request to access RFP Documents	To May 19, 2025
RFP questions from Vendors	To May 26, 2025
MNP response to questions	Within three business days
RFP response submissions to MNP	June 2, 2025 16:00:00
Contract award	June 19, 2025
Draft Report submitted to MNP	July 14, 2025
Comments on Draft Report from MNP	July 31, 2025
Final Report submitted to MNP	August 21, 2025
Respond to Information Requests, if required	November 27, 2025 – December 12, 2025
Hearings / arbitration, if required	April 2026 – December 2026*

**Timelines may vary depending on availability of hearing members, Designated Registered Participants (DRPs) and Registered Participants (RPs), experts and legal counsel and time needed to conduct hearing.*

Contact Information

All correspondence related to this RFP should be directed to:

Chris Hartman, MNP LLP
10235 101 Street NW, Suite 1700
Edmonton, AB T5J 3G1
780-733-8617
chris.hartman@mnp.ca

Terms and Conditions

1. All questions and any form of communications with MNP regarding the RFP must be in writing via e-mail and only be directed to Mr. Hartman unless otherwise advised in writing by MNP.
2. The RFP Respondent, its employees, subcontractors, and agents shall keep strictly confidential all information concerning the RFP or any of the business or activities of MNP, the BCMB, or third parties acquired as a result of participation in the RFP.
3. The RFP Respondent must fully disclose, in writing to MNP on or before the closing date of the RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the RFP Respondent were to become a contracting party pursuant to the RFP. In particular, the RFP Respondent needs to disclose if any work has been completed for any beverage manufacturers in Canada as well as any of the following organizations or their affiliates: Alberta Beverage Container Recycling Corporation (ABCRC), Alberta Bottle Depot Association (ABDA), Brewers Distributor Ltd. (BDL), Canada's National Brewers (CNB), and Alberta Beer Container Corporation (ABCC).
4. The RFP Respondent is responsible for all costs of preparing, delivering and explaining its RFP Response and, if applicable, all costs associated with negotiating and finalizing a contract with MNP.
5. The RFP Respondent shall not have any claim for compensation of any kind as a result of participating in this RFP's process, and by submitting an RFP response each RFP Respondent shall be deemed to have waived its right to make a claim.
6. RFP responses shall be final and binding on the RFP Respondent for 30 days from the RFP's closing date.
7. Prices quoted shall be in Canadian dollars and exclusive of the Goods and Services Tax.
8. RFP responses shall be delivered by e-mail. MNP will provide a confirmation e-mail acknowledging receipt.
9. RFP responses are limited to a maximum of 10 pages (excluding cover page, table of contents, and resumes).
10. The RFP Respondent consents and has obtained the written consent from any individuals identified in the RFP response, to the use of their Personal Information in the RFP response by MNP's employees, subcontractors and agents, to enable MNP to evaluate the RFP responses.
11. MNP reserves the right to publish the name of the RFP Respondents and the name of the RFP Respondent who is awarded the contract.
12. MNP may reject the lowest cost RFP response, or any or all RFP responses.

Evaluation of RFP Responses

MNP will evaluate and select a successful RFP response based on the following information:

1. MNP will evaluate each RFP response separately against the RFP's requirements.
2. During the evaluation process, RFP Respondents may be required to provide additional information to clarify statements made in their RFP response.
3. MNP will rate each RFP response on a scale of 1 (unacceptable) to 10 (exceeds) and will use the following weightings:

Relevance and Breadth of Experience / Qualifications	40%
Methodological Approach / Work Plan	40%
Price / Budget	20%

4. Notwithstanding the evaluation process, MNP may reject the lowest cost RFP response, or reject any or all RFP responses. MNP reserves the right to publish the name of the RFP Respondents and the name of the RFP Respondent who is awarded the contract.

Contract

The contract will be between MNP and the party awarded the contract and will include as appendices:

- This RFP document
- The RFP response

The draft contract is provided in the Appendix A: MNP Real Estate Expert Draft Contract. Respondents should review this contract and indicate its acceptability as part of their response. Changes to the contract may be considered but this will be at the sole discretion of MNP.

Appendix A - MNP Real Estate Expert Draft Contract

THIS SUBCONTRACTOR AGREEMENT, made and entered into as of [DATE].

BETWEEN:

MNP LLP

a limited liability partnership under Alberta law, with its principal office in Calgary, Alberta
(hereinafter "MNP")

- and -

[Full Legal Name of Company Subcontractor/Individual Subcontractor],

a [body corporate, incorporated and continued pursuant to the laws of Alberta / an individual, resident
in [City], in the Province of Alberta]
(hereinafter the "Subcontractor")

WHEREAS the Subcontractor has represented that it possesses expertise with respect to real estate lease rates, including, but not limited to providing a well supported and defensible recommendation on the appropriate deemed lease rate for Alberta Depots;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. SERVICES AND WARRANTIES

- 1.1 MNP engages the Subcontractor to provide the services specified in Exhibits "A" and "B", attached to and forming part of this Agreement (the "Services"), during the Term (as defined below).
- 1.2 Nothing in this Agreement shall be deemed to preclude MNP from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Subcontractor or from independently developing or acquiring materials or programs that are similar to, or competitive with the Services provided hereunder.
- 1.3 Subcontractor shall not subcontract any of the Services without the prior written approval of MNP.
- 1.4 The Subcontractor will not, without the prior written consent of MNP, remove any person from performing Services until completion of the Services and will ensure that each such person continues to perform Services hereunder unless MNP requests the removal of such person or such person ceases to be employed by the Subcontractor. The Subcontractor will use all commercially reasonable efforts to effectuate an efficient transition if there are any changes in personnel assigned to perform Services under this Agreement.
- 1.5 If MNP requests the removal of any Subcontractor personnel, the Subcontractor will provide MNP with a suitable replacement at substantially the same level of experience and at the same billing rates as the person being replaced, and the Subcontractor shall not charge MNP for the services provided by the replacement personnel during the time it takes such replacement to transition onto

the project.

- 1.6 The Subcontractor will advise any of personnel who are assigned to perform the Services of the applicable terms of this Agreement and ensure each such person's compliance with such terms.
- 1.7 The Subcontractor represents, warrants and covenants that:
 - 1.7.1 the Subcontractor shall have the necessary knowledge, abilities, skills, and experience and availability to provide the Services in accordance with this Agreement and the Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for the same or similar services and in accordance with applicable law;
 - 1.7.2 the Subcontractor and the individual(s) performing the services for the Subcontractor shall be members in good standing of their professional licensing or regulatory body, if applicable;
 - 1.7.3 the Subcontractor shall familiarize itself and comply with MNP's Code of Conduct, and its policy respecting Independence; and
- 1.8 The Subcontractor represents, warrants and covenants that it has no and shall have no agreements with or obligations to others in conflict with its obligations to provide the Services and agrees that during the Term, the Subcontractor, its directors, officers, authorized representatives and its employees involved in the provision of the Services, will not:
 - 1.8.1 engage in any activity that may constitute a conflict of interest or materially detract from the full performance of the Services without the prior written consent of MNP;
 - 1.8.2 be employed by or act as a director or officer of the client of MNP to which the Services relate (the "Client") or to any entity related to such Client;
 - 1.8.3 acquire any financial interests in the Client or any entity related to the Client, or dispose of any interests in such entities that are held at the commencement of the Services during the Term. If the Services relate to audit or assurance services that are being provided to the Client, the Subcontractor shall disclose in advance to MNP any financial or other interests in the Client held by the Subcontractor, its directors, officers, authorized representatives and its employees to be involved in the Services. Such interests shall be disposed prior to the commencement of the Services. MNP will advise the Subcontractor if the Services relate to audit or assurance services and whether disclosure of financial interests is required in the circumstances; and
 - 1.8.4 be a director or officer of any audit or assurance client of MNP, or any entity related to an audit or assurance client of MNP, without the prior written consent of MNP. The Subcontractor, its directors, officers, authorized representatives and its employees involved in the Services will disclose to MNP the names of entities in which they hold such positions to permit MNP to research its databases to determine whether the entities are audit or assurance clients, or related to audit or assurance clients.
- 1.9 The Subcontractor represents, warrants, and covenants that each person that performs Services has and will have at all times while assigned to perform the Services as a full-time employee of the Subcontractor (unless the Subcontractor gives MNP advance written notice to the contrary with respect to any specific person assigned to perform the Services hereunder). The Subcontractor represents, warrants, and covenants that each person that performs Services is not, and will not be at any time while assigned to perform Services, restricted by contract or otherwise in any way from performing the Services.

- 1.10 The Subcontractor agrees to keep such records in respect of the provision of its Services under this Agreement as MNP may from time to time require, and agrees to make such records available during regular business hours for inspection by MNP's representative. The Subcontractor agrees that all such records shall form part of the Materials (defined at Section 4 hereof). The Subcontractor agrees not to disclose such records to any third parties without the prior written consent of MNP.

2. PROJECT MANAGEMENT

- 2.1 MNP, or others whom MNP may designate, will supervise and direct the performance of the Services, including, without limitation, assigning specific duties to the Subcontractor, fixing time schedules in which the duties are to be performed, and establishing or approving standard hours (reporting time and working hours). All Services provided by the Subcontractor and its personnel will be performed at locations approved in advance in writing by MNP. The Subcontractor and each of its personnel will be required to follow reasonable work rules established by MNP.
- 2.2 The Subcontractor will not interfere with or impede the contractual relationship between MNP and its clients or suggest or cause any clients to modify, cancel, or fail to renew or extend their contractual relationships with MNP, or enter into additional contracts with MNP. The Subcontractor will not make any public announcements, media releases, or other forms of public disclosure relating to the Services without the advance written consent of MNP.

3. FEES

- 3.1 MNP will pay the Subcontractor its hourly fees at the rates stated, or the fixed price stated (in Canadian Dollars), in Exhibit "A". Unless otherwise specified in Exhibit "A", such fees will be all-inclusive of professional fees, travel and other expenses, and taxes of every kind. The Subcontractor shall not incur any overtime hours, nor shall the Subcontractor allow any of its personnel to incur any overtime hours, unless expressly authorized in advance by MNP. MNP will not be responsible for paying overtime rates unless such overtime rates are expressly agreed to in Exhibit "A". At no time during the term of this Agreement will the rates stated in Exhibit "A" be increased.
- 3.2 Invoices in a form approved by MNP will be submitted by the Subcontractor to MNP each month for Services rendered during the preceding month and, unless otherwise agreed by the parties, will be based upon the hours worked. In support of the invoice, the Subcontractor will submit, in a form approved by MNP, a detailed statement of hours worked by each of the Subcontractor's personnel assigned to perform Services, a description of the specific Services performed by each such person, and other information reasonably requested by MNP. The Subcontractor agrees to preserve these records for three years from the date of the payment of the last invoice hereunder, during which period MNP will have the right to recover from the Subcontractor any unwarranted time charges.
- 3.3 The deliverables will be subject to the complete review and approval of MNP. All Services to be performed by the Subcontractor will be done in a manner acceptable to MNP. Any Services or deliverables that, in MNP's reasonable discretion, are deemed unacceptable, will result in MNP's rejection of the Subcontractor's invoices for such unacceptable Services or deliverables.
- 3.4 Notwithstanding anything herein to the contrary, MNP reserves the right of offset against payment due to the Subcontractor, any and all claims arising from this Agreement which MNP may have against the Subcontractor.

4. OWNERSHIP

- 4.1 "Background Intellectual Property" means, with respect to each party, such intellectual property, and all or part of the intellectual property rights therein, which are developed by, owned by or licensed to such party either prior to, or independent of any services being provided pursuant to this Agreement. Each party shall retain all rights in their Background Intellectual Property.
- 4.2 The Subcontractor agrees that all rights, including, without limitation, all intellectual and other proprietary rights, in and to any reports, materials, data, or information, including all computer programs (in source code or object code) and documentation related thereto, which have been provided by MNP to the Subcontractor in connection with the performance of any of the Services and delivery of any deliverables are owned and shall continue to be owned by MNP. The Subcontractor shall deliver any or all such materials, data and information to MNP immediately upon the request of MNP. MNP shall have unrestricted access to all such materials, data and information at all times.
- 4.3 Subject to the rights of the Subcontractor in its Background Intellectual Property, the Subcontractor agrees that all reports, materials, data or information generated or developed by the Subcontractor under this Agreement (collectively, the "Materials") shall be the property of MNP, and are hereby assigned to MNP. MNP shall have unrestricted access to all the Materials at all times.
- 4.4 Without limiting any other rights in intellectual property granted to MNP herein, the Subcontractor specifically agrees that all copyrightable material generated or developed under this Agreement shall be owned exclusively by MNP and the Subcontractor hereby assigns to MNP the ownership of copyright in such Materials, and the Subcontractor represents and warrants that it has obtained all waivers of moral rights in connection with such deliverables, in each case without the necessity of any further consideration and MNP shall be entitled to obtain and hold in its own name all copyrights in respect of such Materials.
- 4.5 If and to the extent the Subcontractor may, under applicable law, be entitled to claim any ownership interest in the Materials, the Subcontractor hereby transfers, grants, conveys assigns and relinquishes to MNP all of the Subcontractor's right, title and interest in and to such Materials under patent, copyright, trade secret and trade-mark law, in perpetuity or for the longest period otherwise permitted by law.
- 4.6 The Subcontractor shall perform any acts that may be deemed necessary or desirable by MNP to evidence more fully the transfer of ownership of all Materials to MNP to the fullest extent possible, including without limitation, the making of further written assignments in a form determined by MNP.
- 4.7 To the extent that any pre-existing rights including without limitation Background Intellectual Property are embodied or reflected in the Materials, the Subcontractor hereby grants to MNP, the irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to: (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof; and (ii) authorize others to do any or all of the foregoing.
- 4.8 The Subcontractor hereby represents and warrants that it has full right and authority to perform its obligations and grant the rights and licenses herein granted, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title or interest to any intellectual property right that would conflict with its obligations hereunder. The Subcontractor covenants and agrees that it shall not enter into any such agreements.

- 4.9 The Subcontractor agrees that it shall have and maintain, during performance of this Agreement, written agreements with all employees, Subcontractors or agents engaged by the Subcontractor in performance hereunder, granting the Subcontractor rights sufficient to support all performance and grants of rights by the Subcontractor.

5. CONFIDENTIALITY

- 5.1 All information and data, including without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, contractual, employee, supplier and client information and data, disclosed orally, in writing or electronically to the Subcontractor by MNP or by MNP's client to which the Services relate, whether expressly identified as proprietary or confidential or not, is proprietary and confidential information (the "Confidential Information"). The Subcontractor agrees to use such Confidential Information solely as necessary in connection with fulfilling its obligations under this Agreement, and to protect the confidentiality of such Confidential Information and not to disclose it to any third party without MNP's prior, written consent. The terms of this Agreement shall also be considered Confidential Information.
- 5.2 Confidential Information shall not include information which (i) shall have otherwise become publicly available (other than as a result of disclosure by the receiving party in breach hereof), (ii) was disclosed to the receiving party on a nonconfidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favour of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the parties relating to the Services or this Agreement.
- 5.3 The Subcontractor shall maintain the confidentiality of all Confidential Information disclosed to it and shall take all necessary precautions against unauthorised disclosure of the Confidential Information. The Subcontractor, its directors, officers, authorized representatives and its employees shall not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information to any third party without the prior written consent of MNP. The Subcontractor, its directors, officers, authorized representatives and its employees shall not use or copy any Confidential Information except as may be reasonably required to provide the Services.
- 5.4 Upon the request of MNP, and in any event upon the termination or expiration of this Agreement, the Subcontractor shall use its commercially reasonable efforts to destroy or return to MNP all records and materials, including all copies in whatever form, containing any Confidential Information which are in the Subcontractor's possession or under its control.

6. TERM AND TERMINATION

- 6.1 This Agreement will be effective on the date stated above and, unless terminated sooner in accordance with its provisions, will terminate upon the completion the Services (the "Term").
- 6.2 MNP or the Subcontractor may terminate this Agreement, for any reason, on fifteen (15) days' notice without further liability to the other Party.
- 6.3 This Agreement may be terminated by either party, without further liability, if the other party ceases

to conduct business in the normal course, becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the other party's property, or if the other party is otherwise unable to carry on business.

- 6.4 Notwithstanding the foregoing, MNP may immediately terminate this Agreement upon written notice to the Subcontractor, and without further liability:
- 6.4.1 where MNP receives notification from a Client that the Subcontractor is unacceptable, or direction by a Client to use an alternative to Subcontractor, as a subcontractor for the Services;
 - 6.4.2 in the event the Subcontractor is in material breach of this Agreement;
 - 6.4.3 in the event the Subcontractor is in breach of the confidentiality obligations hereunder, whether the breach is material or not; or
 - 6.4.4 upon written notice to the Subcontractor where (i) the Subcontractor becomes an audit or assurance client of MNP or a director or officer of same, or any entity related to an audit or assurance client of MNP; or (ii) termination is required due to independence rules, rules of professional conduct or other applicable laws, rules and regulations in effect or hereafter adopted that govern the profession or the business of MNP.
- 6.5 Unless otherwise agreed in writing, upon expiry, or receipt of a notice of termination, of this Agreement:
- 6.5.1 the Subcontractor shall promptly refund on a pro rata basis all Fees paid in advance to Subcontractor by MNP;
 - 6.5.2 the Subcontractor shall provide all reasonable co-operation to MNP in good faith in the orderly wind down of such work in which the Subcontractor is involved under this Agreement; and
 - 6.5.3 each Party shall cease using the intellectual property of the other; and shall not publicly hold itself out as an associate or former associate of the other without the prior written consent of the other.

7. INDEMNITY

- 7.1 The Subcontractor shall defend, indemnify and hold MNP, its affiliates and each of their respective partners, directors, officers, employees, agents and Subcontractors (each a "MNP Indemnified Party") harmless from and against all claims, actions, liabilities, damages, losses, awards, judgments, settlements, proceedings, demands and expenses (including reasonable legal fees) charges and penalties (collectively, the "Losses"): (a) arising from or in connection with any claim of infringement or misappropriation made against MNP in respect of any copyright, patent, trade-mark, trade name, trade secret or similar proprietary rights conferred by statute, contract or other law, alleged to have occurred because of the use or disclosure in connection with the Services of systems, products or other resources or deliverables to be provided to MNP by the Subcontractor in accordance with this Agreement; (b) assessed, claimed or demanded against MNP in connection with the breach, non-performance or defective performance of the terms of this Agreement by or on behalf of the Subcontractor; or (c) in respect of personal injury, including death, or loss of, damage to, tangible property or loss of data related to, arising out of or in connection with this Agreement. Subcontractor's liability under this section shall be limited to the amount paid under this contract, plus the amount of the Subcontractor's insurance.

- 7.2 The Subcontractor shall defend, indemnify and hold the MNP Indemnified Parties harmless from and against all Losses which may be claimed by any federal or provincial tax authority requiring MNP to pay income tax under the *Income Tax Act* (Canada) or any other tax law in respect of income tax payable by the Subcontractor, and in respect of any and all Losses which may be made on behalf of or related to the Employment Insurance Commission, the Ministry of Labour, the Canada Pension Commission or any other government or statutory authority, with respect to the failure of the Subcontractor to remit any taxes, fees or payments to such authority in relation to the provision of Services.
- 7.3 The Subcontractor shall defend, indemnify and hold the MNP Indemnified Parties harmless from and against all Losses which may be claimed by any agent or employee of the Subcontractor, claiming from any MNP Indemnified Party any compensation for provision of the Services.

8. NO RECRUITMENT OR SOLICITATION

- 8.1 During the Term and for a period of one (1) year thereafter, the Subcontractor will not directly or indirectly, either alone or in conjunction with any individual, firm, corporation, association or other entity, without the prior written consent of MNP, solicit or attempt to solicit the employment of, or hire, employ, contract, hire, retain or engage, or make an offer in respect of same to, any officer, director, partner, employee, subcontractor or consultant of MNP (other than following a general offer of employment in the usual media).
- 8.2 The Subcontractor agrees that during the Term and for a period of one (1) year thereafter, it will not directly or indirectly, either alone or in conjunction with any individual, firm, corporation, association or other entity, without the prior written consent of MNP, solicit, or attempt to divert to any competitor of MNP, any client or customer of MNP by direct or indirect inducement or otherwise. For greater certainty, the Subcontractor may deal with clients or customers with whom it had a business relationship prior to entering this Agreement.

9. GENERAL CLAUSES

- 9.1 Non-Exclusivity. Nothing contained in this Agreement will be construed to obligate MNP to use the Subcontractor's services, or that of any personnel of the Subcontractor, in any guaranteed quantity or for any guaranteed period of time. The quantity and duration of service will be determined by MNP in its sole discretion.
- 9.2 Assignment. The Subcontractor will not delegate or assign any of its interests in or duties hereunder without the advance written consent of MNP, which consent MNP may withhold in its sole discretion. MNP may assign its rights and duties hereunder without the Subcontractor's consent.
- 9.3 Independent Subcontractor. The Subcontractor agrees that it shall be acting as an independent Subcontractor and shall not be considered or deemed to be an agent, partner, employee or joint-venturer of MNP. The Subcontractor is not and shall not represent itself, its directors, officers, authorized representatives, employees, or subcontractors to be an agent of MNP unless a specific, written authorization to do so has been provided in advance by MNP's representative. The Subcontractor's employees, Subcontractors and agents shall have no status as employees of MNP of any right to any benefits that MNP grants to its employees.
- 9.4 Facilities and Equipment. In the performance of the Services the Subcontractor shall provide its own equipment and where required its own office space. The Subcontractor may rent space or equipment or both from MNP, upon mutually agreed terms, from time to time as needed.

- 9.5 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, nature disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such party ("Force Majeure") provided that such party gives the other party written notice.
- 9.6 Insurance. The Subcontractor represents and warrants that it has in force, and will maintain in force worker's compensation, commercial general liability, errors and omissions, and other forms of insurance sufficient to protect and indemnify MNP and Client, and each of their officers, directors, members, partners, principals, employees and agents, from any losses resulting from the conduct, acts or omissions of the Subcontractor, its officers, agents, servants and personnel, but in any event no less than the forms of insurance coverages set forth in the Exhibits hereto, if any. Insurance coverage will include commercial general liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of the Subcontractor under this Agreement. The Subcontractor will forward to MNP, prior to commencing the Services, a certificate of insurance verifying that the Subcontractor is insured in policy amounts of not less than the amounts set forth in the Exhibits hereto for all matters relating to the Services. Such certificates will indicate that the insurance may not be cancelled before the expiration of a thirty (30) day notification period and that MNP will be immediately notified in writing of any such notice of termination.
- 9.7 Right to Injunction. The Subcontractor acknowledges that monetary damages alone will not adequately compensate MNP in the event of the Subcontractor's breach of Sections 5 or 8 of this Agreement. Therefore, in addition to all other remedies available at law or in equity, in the event of breach of Sections 5 or 8 hereof, MNP will be entitled to injunctive relief for the enforcement thereof (without the need to post any bond or other undertaking), as well as to an accounting and payment by the Subcontractor to MNP of any and all receipts received by the Subcontractor as a result of such breach.
- 9.8 Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof.
- 9.9 Survival. The Subcontractor's representations and warranties herein and the provisions of Sections 4, 5, 7, and 8 hereof will survive the termination of this Agreement.
- 9.10 Severability. If any provision of this Agreement is declared or found by a court of competent jurisdiction to be illegal, unenforceable, or void, then such provision will be null and void, but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law.
- 9.11 Waiver. No delay or omission by MNP in enforcing any of its rights or remedies hereunder will impair such right or remedy or be deemed to be a waiver thereof. No waiver by MNP of any right or remedy hereunder with respect to any occurrence or event on one occasion will be deemed a waiver by MNP of such right or remedy with respect to such occurrence or event on any other occasion. No amendment or waiver will be valid unless in writing and signed by both parties.
- 9.12 Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5)

calendar days after such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated below:

If to MNP: Suite 1700
10235 101 Street NW
Edmonton, AB T5J 3G1
PH. 780.429.5874
Fax. 780.454.1908

If to Subcontractor: **[Insert Address of Subcontractor]**
[Contact fax/phone numbers]

Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

9.13 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the Province of Alberta (without giving effect to the choice of law principles thereof).

9.14 Applicable Laws. The Subcontractor will abide by all applicable laws, rules and regulations in connection with its performance of the Services hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and entered into by their respective duly authorized representatives as of the date first set forth above.

MNP LLP

**[SUBCONTRACTOR, ENTITY OR INDIVIDUAL'S
FULL LEGAL NAME]**

By:
Name:
Title: _____

By:
Name:
Title: _____

EXHIBIT "A"

Exhibit A of the contract is to include the Request for Proposal: Alberta Commercial Real Estate Expert – Consulting Services.

EXHIBIT "B"

Exhibit B of the contract is to include the Response to the Request for Proposal: Alberta Commercial Real Estate Expert – Consulting Services that is included in Exhibit A.



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