



Ontario
REALTORS Care®
Foundation

REQUEST FOR
PROPOSALS
FOR
LEGAL SERVICES FOR
YEARS 2027-2030

Private and Confidential

This document and any attachments, any further documentation or correspondence issued by the Ontario REALTORS Care® Foundation ("**ORCF**") hereafter in connection herewith, and all contents of the aforesaid documents (collectively, the "Request for Proposals" or "**RFP**"), are ORCF's confidential, proprietary information and intellectual property. Such information is provided solely to the individual or organization to which it is addressed, on the condition that they disclose such information only to such person's employees, agents and advisors who have a need to access such information for the purposes submitting a response to the RFP, and are bound by obligations of confidentiality that are substantially similar to those that bind the intended recipient as set out herein. If you are not one of the foregoing persons, please destroy all copies of such information in your possession. Such information may only be used for purposes contemplated in this RFP. By acceptance of any such information, you agree to hold such information strictly confidential in compliance with the foregoing.

1. RFP PURPOSE

- 1.1 The Ontario REALTORS Care® Foundation (“**ORCF**”) is inviting qualified experienced law firms (each a “**Proponent**”) to submit Proposals for the provision of legal and other related services capable of achieving the objectives and implementations described in this Request for Proposals (“**RFP**”), including legal and other related services for the ORCF.

2. ABOUT ORCF

- 2.1 REALTORS® in Ontario support charitable causes through a separate legal entity, which is the ORCF. The ORCF is an Ontario corporation without share capital and is a registered charity as defined in the *Income Tax Act* (Canada).
- 2.2 The ORCF is dedicated to supporting shelter-related causes and addressing food insecurity in communities across the province.

3. ORGANIZATIONAL INFORMATION

- 3.1 ORCF’s fiscal year follows the calendar year, January 1 to December 31.
- 3.2 The ORCF’s head office is located at 15 Kern Road, Toronto, ON, M3B 1S9.
- 3.3 ORCF has an established governance framework, including corporate by-law’s, Board policies, committee terms of reference, and governance practices that require ongoing legal support and advice.
- 3.4 The ORCF is governed by a volunteer Board of Directors consisting of twelve (12) Directors, comprised of four (4) Ex-Officio Directors and eight (8) Elected Directors representing geographic regions across Ontario.
- 3.5 The ORCF has three (3) classes of members: Member Boards, the Ontario Real Estate Association, and Director Members. ORCF’s Member Boards consist of 23 Real Estate Boards and Associations, representing approximately 100,000 REALTORS® across Ontario.
- 3.6 The ORCF conducts an Annual General Meeting (AGM), typically held in person, each March.
- 3.7 ORCF’s legal counsel is expected to provide advice to the Board of Directors, Board Committees, and senior staff as required. Legal counsel may be requested to attend Board, Committee Meetings, either virtually or in person when legal advice or support is required.
- 3.8 ORCF staff will work collaboratively with legal counsel by providing relevant documentation and background information to facilitate timely legal advice.

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- 3.9 ORCF maintains relationships with a variety of stakeholders, including REALTOR® Boards and Associations, donors, corporate partners, and other charitable organizations. Legal services should reflect an understanding of the regulatory and governance environment applicable to registered charities and not-for-profit organizations.

4. ABOUT THE CURRENT LEGAL SERVICES

- 4.1 ORCF's current legal services are provided by a national firm and has been the legal service for ORCF since 2016.
- 4.2 Other than the ORCF's interest to undertake a competitive procurement process in accordance with its procurement policy, there are no contentious issues with the current legal services.

5. RFP OBJECTIVES

- 5.1 This is an RFP for the provision of legal and related services for the ORCF for the period January 2027 through December 31, 2030. The scope of legal services is expected to include, but not limited to, the following:
- (a) Corporate Governance, Policy Development and By-Law Support
 - (i) Review, interpret and provide legal advice regarding the ORCF's governing documents.
 - (ii) Ensure by-laws continue to be compliant with the *Ontario Not-for-Profit Corporations Act* (ONCA), the *Income Tax Act (Canada)* and other applicable legislation.
 - (iii) Prepare by-law amendments and review of governance motions for approval by the Board of Directors and its Members.
 - (iv) Review and drafting of new and existing Board policies and procedures.
 - (v) Prepare and revise legal forms, waivers, releases and other organizational documents.
 - (b) Corporate and Regulatory Compliance
 - (i) Prepare and file annual corporate returns and other required filings under ONCA.
 - (ii) Prepare and file amendments to corporate records as required.
 - (iii) Update corporate profile information and other government records as needed.
 - (iv) Preparation of correspondence with regulatory bodies including Canada Revenue Agency.

(c) AGM Support

Provide legal services in advance of and during the ORCF's AGM to include, but not limited to:

- (i) Review of AGM agenda, notice of meeting and meeting materials.
- (ii) Review and provide legal comments on AGM scripts and speaking notes.
- (iii) Participate in AGM planning meetings and script review sessions (approx. 2-3 hours).
- (iv) Attend the AGM in person to provide legal advice regarding governance matters, Board of Director elections, Member resolutions and procedural questions (2 hours).
- (v) Attend the Post-Election Meeting (1 hour).
- (vi) Prepare and review any by-law amendments requiring approval by the Members.

6. INSTRUCTIONS TO PROPONENTS

6.1 Key Dates

- (a) The deadline for Proponents to submit questions (to the RFP Coordinator) is one day before the Submission Deadline (the **"Question Deadline"**).
- (b) Proposals must be delivered by e-mail to RFP@orcf.ca BEFORE 5pm ET on August 21, 2026 (the **"Submission Deadline"**).
- (c) Each Proposal is to remain open and available for ORCF's consideration for a period of 90 days starting from the day after the Submission Deadline (the **"Consideration Period"**).

6.2 RFP Coordinator

- (a) The **"RFP Coordinator"** is Shannon Ketelaars, Executive Director, ORCF, at RFP@orcf.ca.
- (b) Except as provided in this RFP, Proponents and their representatives are not to communicate with or contact any employee, officer, agent, board member or other representative of ORCF regarding this RFP at any time before an Agreement, if any, is entered into. A Proponent's failure to comply with this paragraph may result in the disqualification of the Proponent and the rejection of its Proposal.

6.3 **No Contract A**

- (a) ORCF does not intend to create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), with any Proponent or any other person or entity, and no relations or obligations will be created by virtue of the ORCF issuing this RFP or as a result of the review or evaluation of any Proposals. No Proponent or any other person or entity will acquire any legal or equitable rights or privileges against the ORCF, and the ORCF shall not be obligated in any manner whatsoever to any Proponent or any other person or entity, unless and until an Agreement has been duly signed.

6.4 **Proponents’ Expenses**

- (a) The ORCF will not be responsible for and Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation or intended participation, activities, or other involvement in this RFP.

6.5 **The Agreement**

- (a) Each Proponent is required to submit, as part of its Proposal, a draft written agreement for the legal services which will form the basis of the negotiations described in Section 10.

6.6 **Questions and Addenda**

- (a) Proponents must submit questions in writing by e-mail to RFP@orcf.ca.
- (b) Proponents’ questions received by the Question Deadline will be reviewed and, if the ORCF believes that a response is warranted, it will include the question and its answer in an addendum. The ORCF may, in its discretion, consider and respond to questions received after the Question Deadline, but is under no obligation to do so.
- (c) In responding to questions, the ORCF may answer similar questions from different Proponents only once, may combine, edit or rephrase the questions, and may ignore questions which, in the ORCF’s opinion, do not require a response.
- (d) This RFP may be amended only by written addenda which will be sent to all Proponents that received the RFP from the ORCF. Answers, responses, clarifications, instructions or any other information or communication provided by any other means, by any person, in whatever form, context or setting, are not binding on the ORCF and will not amend this RFP and are not to be relied

upon by any Proponent unless and until they are issued as an addendum.

7. PROPOSAL CONTENTS

7.1 Proposals should address all the items set out below clearly and thoroughly. A Proponent's failure to provide a full response may have an adverse impact on the evaluation of its Proposal.

- (a) **Executive Summary:** This section should present a summary of the Proposal, and the key factors that should be considered by ORCF for the legal services for 2027 to 2030 fiscal years.
- (b) **Solution/Services Overview:** This section should present a summary of the solution, and the services included in the response. Tactics and objectives for the specific services should be described.
- (c) **Approach:** This section should describe the methodologies that will be followed, the Proponent's roles and responsibilities, as well as any requirements of ORCF. Where ORCF states a preference for a particular approach, alternative approaches may be suggested, provided it can be demonstrated that such alternatives have either no adverse impact or are more beneficial to ORCF.
- (d) **Activity Description, Deliverables and Planning:** This section should describe in detail the activities that will be performed and undertaken.
- (e) **Assumptions:** This section should provide a list of assumptions and caveats. Details of ORCF resource requirements must also be provided.
- (f) **Fees and Costs:** This section should provide a detailed breakdown of fees and costs associated per phase for legal services for the years 2027 to 2030.
 - (i) Include an overview of the services and applicable fees and rates, and set out the details of any discount, if applicable. The effective date of the charges, their validity and what notification will be given of intended fees changes should also be described.
 - (ii) Submit your proposed billing or invoicing structure.
 - (iii) Proposals should be itemized and show AGM costs, and Corporate filings separate from other work.
- (g) **Draft Agreement:** Submit a draft form of written agreement for the legal services.

- (h) **Company Profile and Contact Person:** The Proposal should answer the following questions and provides the information requested below:
- (i) **History:** Describe your business organization.
 - (ii) **Portfolio:** Outline and provide details of comparable projects and experiences and your current management team. Please share examples on the below:
 - (A) Experience with non-profit organizations / associations.
 - (B) Do you currently work with organized real estate?
 - (C) Do any conflicts of interest exist? Please describe.
 - (iii) **References:** Submit at least three (3) references. Include details of your relationship and work history with those organizations.
 - (iv) **Management:** Submit resumes of the management team.
 - (v) **Contact:** Who will be the key point of contact for the services? Who will be your primary contact for receipt of all subsequent information regarding this RFP?

7.2 The ORCF will not return any Proposals or other documents received from a Proponent.

8. DELIVERY OF PROPOSALS

- 8.1 Proposals must be sent by e-mail to RFP@orcf.ca and must be recorded as received in the electronic mail inbox BEFORE the Submission Deadline.
- 8.2 Late Proposals will not be considered. If there is a dispute over the time of delivery of a Proposal, the time of receipt recorded by the electronic mail inbox at "RFP@orcf.ca" shall govern.
- 8.3 Proponents are solely responsible for the delivery of their Proposals and bear the risk of any technical issues that may impact the successful and timely delivery of their Proposals. Proponents are cautioned that Proposal delivery time is based on when the Proposal is recorded as received by the electronic mail inbox at "RFP@orcf.ca", and Proponents should ensure they take into account that Proposal transmission can be delayed or can fail due to high internet traffic, internet outage or unavailability, file size, transmission speed, and other factors.

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- 8.4 Proponents may amend their Proposals before the Submission Deadline and are solely responsible for ensuring that the amended Proposal is received before the Submission Deadline.
- 8.5 Each Proposal including, for greater certainty, any amendments negotiated in accordance with this RFP, is to remain open for consideration by the ORCF for the duration of the Consideration Period.

9. EVALUATION

- 9.1 During the evaluation process the ORCF may obtain the assistance of such consultants and advisors as it may deem appropriate. Evaluations are confidential and will not be released to Proponents.
- 9.2 The ORCF may, in its sole discretion, invite one or more Proponents to one or more in-person, virtual or telephone meetings and/or interviews. The nature, format and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the ORCF. If a Proponent is invited to a meeting or interview, the Proponent and the ORCF will be at liberty to discuss in detail all aspects of the Proponent's Proposal, and the ORCF may convene more than one meeting or interview with a Proponent. For greater certainty, the ORCF has no obligation to invite any Proponents to any meetings or interviews, and the fact the ORCF may invite one Proponent to one or more meetings or interviews will in no way obligate the ORCF to invite any other Proponent to a meeting or interview.
- 9.3 **Requests for Additional Information.**
 - (a) The ORCF, through the RFP Coordinator, may contact any one or more Proponents to request clarification of any information or documents delivered as part of a Proposal, or to request supplementary information (collectively, "**Request for Additional Information**"), without any obligation to make the same or any Request for Additional Information of any other Proponent.
 - (b) Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any information received will form part of a Proponent's Proposal. If a Proponent fails to answer a Request for Additional Information within the time and in the manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents.
- 9.4 The information contained in the Proposals and any information received in response to Requests for Additional Information or during

any meetings or interviews, will be evaluated on the basis of criteria described in this RFP, including the following:

- (a) The degree to which the Proposal meets (or exceeds) ORCF's requirements, as described in this RFP;
- (b) Financial viability of the Proponent and the depth of experience of the Proponent and the Proponent's staff;
- (c) Documents submitted;
- (d) The proposed fees, charges and costs;
- (e) Demonstrated experience with similar projects / mandates.

9.5 The ORCF may also take into consideration any features or advantages uniquely proposed by the Proponent which the ORCF has not identified in the RFP.

9.6 Notwithstanding any other provision of this RFP, ORCF reserves the right to evaluate and rank Proponents based on ORCF's best interests, as determined by ORCF in its sole discretion.

10. NEGOTIATING THE AGREEMENT

10.1 ORCF may, in its sole discretion, invite one or more Proponents to:

- (a) Enter into consecutive negotiations with the ORCF to finalize the Agreement, starting with the highest-ranked Proponent; or
- (b) Enter into separate and distinct but concurrent negotiations with the ORCF to finalize an Agreement.

For greater clarity, the ORCF may, in its sole discretion, elect to change the negotiation process employed (consecutive or concurrent) at any time.

10.2 Negotiations will not constitute a legally binding offer to enter into an agreement on the part of the ORCF, and there will be no legally binding relationship created with any Proponent until an Agreement has been fully signed.

10.3 A Proponent that receives an invitation referred to in paragraph 10.1 shall immediately commence negotiations with the ORCF to settle all terms and to finalize the Agreement. Notwithstanding such negotiations, each Proponent's Proposal shall remain valid for the duration of the Consideration Period.

10.4 In addition to ORCF's other rights, if the negotiations are unsuccessful, or if the ORCF determines, in its sole discretion, that it is unlikely to reach final agreement on all terms of the Agreement within a reasonable time,

the ORCF may, in its sole discretion and without in any way limiting any other recourse that it may have, suspend negotiations with a Proponent, without rejecting its Proposal, and select another Proponent to begin negotiations, and the parties will proceed as provided in this Section 10.

11. AGREEMENT SUBJECT TO APPROVAL

- 11.1 Notwithstanding anything else contained in the RFP, ORCF's execution of the Agreement is subject to the sole and unfettered discretion and prior approval of the FAC and the ORCF'S Board of Directors and is further subject to the ORCF obtaining all other necessary internal authorizations and approvals. The ORCF makes no commitment to any Proponent that an Agreement will be entered into, and Proponents shall have no claims whatsoever against the ORCF if an Agreement is not signed.

12. ORCF'S DISCRETION AND OPTIONS

- 12.1 The ORCF may, in its sole discretion, and for any or no reason:
- (a) Not invite any Proponents to enter into negotiations;
 - (b) Reject one or more or all Proposals, even if only one Proposal is submitted;
 - (c) If only one Proposal is received, elect to invite or not invite the Proponent to enter into negotiations;
 - (d) Reject any part of any Proposal;
 - (e) Cancel this RFP at any time before signing an Agreement;
 - (f) Cancel this RFP at any time before signing an Agreement and issue a new procurement process for the same services with the same or different participants.
- 12.2 The ORCF may, in its sole discretion:
- (a) Waive minor errors and matters of non-conformance contained in a Proposal;
 - (b) Reject the Proposal of any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which the ORCF, in its sole discretion, considers material;
 - (c) Enter into an Agreement with a Proponent that does not offer the lowest fees /prices.

13. OTHER TERMS

13.1 Prohibition on Lobbying

- (a) Proponents and their principals, directors, officers, employees, consultants, agents, advisors and other representatives are strictly prohibited from engaging in conduct that is or could reasonably be considered as an attempt to influence the outcome of this RFP. Without limiting the generality of the foregoing, and except as provided in this RFP, no such person shall contact, communicate or attempt to contact or communicate, directly or indirectly, and in any manner whatsoever, with any staff, personnel, member or representative of the ORCF (including any member of the ORCF Board of Directors) in connection with this RFP.

13.2 Confidentiality and Publicity

- (a) ORCF does not covenant, agree or warrant that it will keep materials and information delivered or otherwise communicated to ORCF by a Proponent in connection with this RFP confidential. ORCF may make copies of Proposals and may disclose the contents of Proposals and other material and information provided by Proponents to ORCF employees, officers, directors, volunteers, committees and advisors.
- (b) This RFP and supporting documents are confidential and the property of ORCF. All materials and information made available by ORCF to Proponents are property of ORCF and must be treated as confidential. Proponents may not use these materials and information for any purpose other than the preparation of a Proposal. Proponents shall not disclose any material and information to any third parties, except to those involved in the preparation of a Proposal.
- (c) For the purpose of this RFP, confidential information means any business or technical information relating to the business of ORCF and its suppliers or customers, including, but not limited to, equipment, software, designs, technology, marketing plans, research, supplier, customer or member information, which is disclosed on or after the date of this RFP and is identified as confidential, or which a reasonable person would consider to be confidential. Confidential information does not include information that:
 - (i) Is or becomes generally known or available to the public through no act or omission of the recipient;

- (ii) Was rightfully in the recipient's possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party;
 - (iii) Was independently developed by the recipient without use of or reference to confidential information;
 - (iv) Is required to be disclosed by law or valid order of a court or other governmental authority.
- (d) Notwithstanding any other provision of this RFP, any and all information provided to Proponents relating to ORCF, operations, technology or membership shall be considered confidential.
- (e) Proponents shall not publish, issue, advertise, distribute or make any statements, postings, blogs or news release, electronic or otherwise, in any print or electronic media, including any social media, concerning their or any other Proposal, the RFP, the Agreement, or any other matter concerning this RFP, without ORCF's prior express written consent.

13.3 Limit of Liability

- (a) Each Proponent agrees that the aggregate liability of the ORCF to any Proponent, and the aggregate amount of damages recoverable by a Proponent against the ORCF, for any and all claims relating to or arising from this RFP or a Proponent's participation in this RFP, including:
 - (i) Claims arising from negligence, wilful misconduct or other conduct; and/or
 - (ii) Claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this RFP and/or submission of a Proposal,shall be limited to the Proponent's reasonable demonstrated costs of participating in this RFP, up to a maximum all-inclusive amount of \$5,000.

13.4 General

- (a) Proponents may not assign any interest in a Proposal in whole or in part.
- (b) Headings in this RFP are for convenience of reference and shall not be used to interpret any provision of this RFP.

- (c) In this RFP, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- (d) This RFP shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- (e) All of the provisions of this RFP that purport to limit the liability of ORCF shall survive indefinitely.

END OF DOCUMENT