



Municipal Assessment Agency Inc.



REQUEST FOR PROPOSALS

OFFICE SPACE LEASE

Reference #MAA-07292024

Issue Date: July 29, 2024

Response Deadline: August 19, 2024 at 4:00 p.m. (NL Time)

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SECTION 1 — INSTRUCTIONS TO BIDDERS

1.1 INTENT

The Municipal Assessment Agency (“the Agency”) is a professional organization meeting the property assessment and valuation needs of their clients in an effective and cost-efficient manner. As a crown-owned corporation, it is governed by a representative Board of Directors.

The Agency is seeking options for its long-term office requirements for its Western Regional Office. This Request for Proposals (RFP) is being undertaken to identify new or existing space available that could provide the Agency with its potential future office space needs. This document shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada.

This document, together with its attachments, provides the details to respond to this request. The intention of this RFP is to invite the presentation of leasing options for evaluation, consideration, and negotiation with the Agency.

Furthermore, any responses received will not attract responsibilities or rights on the part of the Agency or Responders under a Contract “A” analysis.

The Agency hereby invites bidders to this RFP for the lease net rentable area of office space within the City of Corner Brook. The potential lease would be for a five (5) year term commencing November 1, 2024, to October 31, 2029, with the option to extend for an additional one (1) year with the same terms and conditions. The rental rate is to be a gross rate (inclusive of all building operating expenses), excluding HST. Office space offered for lease by Bidders to this RFP is hereinafter referred to as the “Demised Premises”.

1.2 AMENDMENT OR CANCELLATION

- 1.2.1. No amendments will be issued less than five (5) days prior to the closing date of the Open Call for Bids. Bidders are responsible for ensuring they have received all Open Call for Bids Amendments and are advised to check the Government of Newfoundland and Labrador's online procurement service provider website for Open Call for Bids Amendments before submitting their bids.
- 1.2.2. This RFP may be cancelled in whole or in part at any time at the sole discretion of the Agency. Any such cancellation shall be without penalty or cost to the Agency.

1.3 RFP CLOSING AND DELIVERY

- 1.3.1. Bids must be received on or before the exact closing time and date indicated in the advertisement. BIDS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED OR OPENED. The Responder may submit a response by mail. This response must include one (1) hard copy of their response and related documentation. A USB drive with a copy of the response and supporting documentation must also be included.
- 1.3.2. Alternatively, the Responder may submit a response by email. This response must include a pdf file of their response and related documentation.
- 1.3.3. Responses are being accepted by any of the following methods:
 1. **Mail:** Must be in a sealed envelope clearly marked with the name and mailing address of the Bidder, and shall be addressed to:

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Terry Peckham, M.I.M.A.
Director of Continuous Improvement and Client Services
Municipal Assessment Agency
Western Regional Office
P.O. Box 20051
Corner Brook, NL A2H 7J5

- One (1) hard copy of their response and related documentation.
- A USB drive with a copy of the response and supporting documentation must also be included.

2. Email: tpeckham@maa.ca

Bidders will receive a confirmation email once your response is received.

Bids must be received before 4:00 p.m. NST on August 19, 2024 (the **Closing Date**) at the address noted above.

1.4 QUESTIONS AND CLARIFICATIONS

- 1.4.1. All inquiries related to this RFP must be directed via email to Terry Peckham, Director of Continuous Improvement and Client Services, at the following email address: tpeckham@maa.ca. Inquiries must be received no later than August 12, 2024, to allow sufficient response time from the Agency, otherwise a response cannot be guaranteed.
- 1.4.2. All questions must include the Bidder's name and address, contact person's name, telephone number, and email address, and must identify the specific section and page number of the RFP in question.
- 1.4.3. To the extent that the Agency considers that the response to a question may assist in the preparation of proposals by other Bidders, an addendum will be issued, which will form part of this RFP. The Agency may not answer a question where it considers the information requested is not required to

prepare a response to this RFP, or where the answer to the question posed may be found in this RFP.

- 1.4.4. The Agency reserves the right in its sole discretion to clarify any response after the Closing Date by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Responders are cautioned that any clarifications sought will not be an opportunity to correct or amend the response in any substantive manner.

1.5 TERMS AND CONDITIONS

- 1.5.1. The Demised Premises must comply with all applicable laws, regulations, and standards of the Province of Newfoundland and Labrador, including all labour, occupational health and safety, and accessibility standards and regulations.
- 1.5.2. Bidders shall not use the Agency's name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without the Agency's prior written consent.
- 1.5.3. Bidders are solely responsible for the costs of, and for obtaining all information necessary for, the preparation of their responses. Responses must remain open and irrevocable for the period of ninety (90) days from the closing date.
- 1.5.4. The Agency makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP, any amendments, or addenda. Any quantities shown, data, or opinion contained in this RFP, or any amendments or addenda, are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of work that may be required.

1.5.5. The Agency reserves the right to reject any and all proposals received in response to this RFP. Reasons for rejection may include, but are not limited to, the following:

- i. Responses received after the closing date;
- ii. Incomplete responses;
- iii. Responses containing qualifications or conditions added by the Responder that are unacceptable to the Agency in its sole discretion;
- iv. Responses which offer separate buildings;
- v. Responses which do not meet the requirements specified in this RFP.

1.6 NO CLAIMS BY RESPONDER

The Bidder, by participating in the process outlined in this RFP document, consents to the procedures as described in this RFP, and the Bidder acknowledges and agrees that the Agency will not be liable to any Bidder for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Bidder in preparing and providing a response, and/or negotiations with the Agency, if any; and/or due to the Agency not accepting or rejecting any response; and/or due to the Agency cancelling this RFP without award.

1.7 TERM

The lease will be required for a five (5) year period commencing November 1, 2024, with the option to extend one (1) time for an additional one (1) year period on the same rent, terms, and conditions.

1.8 OCCUPANCY AND COMMENCEMENT OF LEASE

1.8.1. The proposed Demised Premises must be completed and ready for occupancy by the Agency on November 1, 2024 (the “**Occupancy Date**”).

- 1.8.2. Prior to the Occupancy Date, Agency representatives will conduct an inspection in order to ensure that all requirements of this RFP have been met.
- 1.8.3. Prior to the Occupancy Date, the successful Bidder will be required to provide confirmation that all required occupancy permits and approvals have been received from the municipal council and other authorities having jurisdiction, or deemed essential by the Agency.
- 1.8.4. The lease will commence on the Occupancy Date.

1.9 RESPONDER SUBMISSION

Each Bidder is required to submit scaled drawings of the proposed Demised Premises, including concept design drawings, building renderings, artist sketches, and any other supporting documentation that best presents the Demised Premises being offered. In addition, the following information is to be included:

- i. Site Plan or diagram demonstrating the location of the building, proximity to main thoroughfare and the location and availability of parking;
- ii. Indication of the monetary value of any furniture allowance being offered, or, in the alternative, that the proposed Demised Premises is being offered unfurnished;
- iii. Approximate age of building;
- iv. Confirmation the building is free from hazardous materials, including, but not limited to, asbestos;
- v. Brief description of building construction, its systems and special features, including photographs of all exterior elevations and grounds, parking, etc.
- vi. List of tenants presently occupying remaining portions of the building, if applicable;
- vii. Confirmation and location of loading docks in proximity to the proposed Demised Premises (if applicable);

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- viii. Describe any existing voice and data systems and identify the availability of high speed fiber optic access;
- ix. Confirmation of elevator service (if applicable);
- x. Confirmation that the proposed Demised Premises has the capability to meet accessibility requirements as per applicable legislation.
- xi. Provide basic schematic of office space with number of floors being offered including information such as: area, location of elevators, stairwells, and building service rooms;
- xii. The proposed Net Rentable Area, the Gross Leasable Area (as defined in ANSI/BOMA), the basis on which rent will be calculated, and the lease value cost;
- xiii. The monetary value of any leasehold improvement allowance, if applicable;
- xiv. Confirmation of their ability to provide on-site building maintenance, security, and janitorial service;
- xv. Other benefits to be realized by the Agency.

Bidders shall be advised that any space in excess of the total defined space requirements provided, in order to satisfy individual space requirements of this RFP or to reduce structural alterations, will be fitted up in a manner consistent with this RFP and provided at no additional cost to the Agency.

1.10 PROOF OF OWNERSHIP AND COMMITMENT RE: OPERATORS

1.10.1. Following the Closing Date, Responders shall provide, if requested, within fourteen (14) days, proof of building/site ownership. Or, if a building being offered is not owned by the Bidder, necessary authorization by the owner allowing the Bidder to offer the building/site.

1.11 EVALUATION AND AWARD

1.11.1. The successful Bidder will be notified in writing or by email by the Agency

and notification of the outcome will be issued to all Responders. The Agency reserves the right to award a lease to a Bidder whose proposal may not represent the lowest overall cost. If a lease results from this RFP process, it shall be awarded to the qualified Bidder whose proposal offers the best value to the Agency in its sole discretion. Issuing this RFP implies no obligation on the Agency to accept any response in whole or in part.

1.11.2. The successful Bidder will be selected in the sole discretion of the Agency based on criteria including, but not limited to, the following, not necessarily listed in order of priority:

- i. Ability to meet the Agency's requirements in this RFP, including demonstration of how the Functional Requirements and Specifications in Section 3 are met or exceeded;
- ii. Proposed total costs to be incurred by the Agency;
- iii. Demonstrated experience, with references;
- iv. Ability to meet the required Occupancy Date and length of time needed to fit-up the proposed building to meet the Agency's requirements;
- v. Amenities, concessions, and allowances provided to the Agency during the lease term.

1.12 SUPPORTING DOCUMENTATION AND PRESENTATION

1.12.1. Bidders may include supporting documentation cross-referenced to their response to assist in the Agency's evaluation.

1.12.2. The Agency reserves the right to inspect any space offered in a response to determine its acceptability and may require a presentation or other information regarding the proposed Demised Premises, building, or location.

1.13 CONFLICT OF INTEREST

Bidders shall disclose any information that might be relevant to an actual or potential conflict of interest. Bidders must warrant that, at the date of the acceptance of their response, no conflict of interest exists or is likely to arise in the performance of their obligations under the lease. If during the term of the lease, a conflict of interest or a risk of a conflict of interest arises, the Bidder shall notify the Agency immediately in writing of that conflict or risk.

SECTION 2 — GENERAL CONDITIONS

2.1 THE WORK

The successful Bidder (hereinafter referred to as the “**Lessor**”) must carry out, at their own expense, all work necessary to construct, renovate or fit-up the Demised Premises to meet the requirements of the Agency (“**the Work**”). The Work shall include, at a minimum, the following Architecture and Engineering services, as required:

- i. Demolition;
- ii. New construction or renovation, including but not limited to:
 - a. Installation of new partitions, doors, lights, and hardware;
 - b. New wall, floor, and ceiling finishes;
 - c. Kitchens and washrooms, including fixtures;
 - d. Millwork and architectural specialties;
 - e. Window coverings;
 - f. HVAC systems;
 - g. Plumbing systems;
 - h. Electrical power supply and distribution;
 - i. Lighting;
 - j. Security systems, including raceways for owner-supplied systems;
 - k. Fire and Life Safety systems;

- iii. Design Development Submission for final sign-off by the Agency, see 2.2 below;
- iv. Working drawings and specifications for the construction or renovation of the proposed Demised Premises;
- v. All other related work required to meet the requirements of this RFP document including the Functional Requirements and Specifications, Section 3.

The Agency and its representatives shall, at all times, have access to the proposed Demised Premises. The Lessor shall give the Agency timely notice of the readiness for inspection of any aspect of the Work to be specially tested or approved. If any such aspect of the Work should be covered up without approval, or consent of the Agency, it must, if required by the Agency be uncovered for examination and made good at the Lessor's expense.

2.2 DESIGN DEVELOPMENT SUBMISSION

The Lessor is to submit a Design Development Submission to allow the Agency the opportunity to review the proposed concept design layout and make reasonable adjustments to ensure the functional requirements and vision of the Agency are met and the final design for the Demised Premises is accepted. The lease will be executed upon acceptance of the Design Development Submission, which will be attached to the lease.

2.3 PERFORMANCE SECURITY AND FAILURE TO COMPLETE WORK

The Lessor shall, within fourteen (14) days from the receipt of a written request from the Agency, furnish Performance Security, in a value to be determined by the Agency, reflective of the value of the Work. The Performance Security shall be in the form of a performance bond, an irrevocable Letter of Credit from a chartered Canadian bank, or other form acceptable to the Agency. The Agency shall be named on policies as applicable.

2.4 ASSESSMENT OF DAMAGES FOR LATE COMPLETION

- 2.4.1. The Work shall be deemed to be completed on the date prior to the Occupancy Date, that the Demised Premises has been confirmed by the Agency as being acceptable for occupancy.
- 2.4.2. “Period of delay” means the number of days commencing on the Occupancy Date and ending on the day immediately preceding the day on which the Demised Premises has been certified for occupancy but does not include any day in which, in the opinion of the Agency, completion of the Work was delayed for reasons beyond the control of the Lessor.
- 2.4.3. If the Lessor does not complete the Work by the Occupancy Date but completes it thereafter, the Lessor shall pay the Agency an amount equal to the aggregate of all expenses and damages incurred or sustained by the Agency during the Period of Delay as a result of the Work not being completed by the Occupancy Date, which may include costs incurred to lease alternate space or lease extension fees and/or penalties incurred by the Agency, together with all other reasonable expenses incurred to allow the Agency to carry out its business functions with the least amount of disruption possible.

2.5 SERVICES

The Lessor, throughout the lease term and any renewal thereof, must provide and pay for the following services and/or materials and products. Maintenance records are to be completed and available upon request.

- 2.5.1. All heating, ventilation, air conditioning, air circulation, and humidity control required, including all repair and maintenance.

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- 2.5.2. All plumbing, included but not limited to domestic hot and cold water, and washroom facilities required, including all repair and maintenance.
- 2.5.3. All electrical and lighting, including but not limited to the replacement of fixtures, bulbs, tubes and ballasts, and other repair and maintenance.
- 2.5.4. Elevators, if applicable, are to be inspected annually and proof of inspection posted.
- 2.5.5. To provide, install and maintain the following:
 - i. fire alarm and detection system for use in emergency situations, installed in accordance with applicable codes, standards, and regulations. The system shall be connected to the local fire department, if required. A minimum of two fire drills are to be completed per year (initiated by the Lessor);
 - ii. emergency lighting and exit signs as required by applicable codes, standards, and regulations.
- 2.5.6. All labour, equipment, and materials for the cleaning of the Demised Premises, the furnishings therein, the windows of the Demised Premises and the common areas. The Lessor shall, at all times during the term, clean said Demised Premises, furnishings, windows, and common areas, and keep same clean and free of dust and dirt in the manner and not less often than as specified in Appendix A – Cleaning and Maintenance Specifications. The cleaning of the Demised Premises must be completed outside of regular business hours (8:30 a.m. to 4:00 p.m.). Any required carpet cleaning during the length of the lease, must be completed on a Saturday of an extended weekend (acceptable to the Agency) to ensure there is no trace of odor for commencement of work the next business day. Appendix A - Cleaning and Maintenance Specifications, summarizes the basic cleaning protocol.

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- 2.5.7. Maintenance and replacement of window, wall, ceiling and floor coverings whenever required by reason of wear and tear.
- 2.5.8. Removal of ice and snow from all outside parking spaces and the roadways, walkways, steps, fire lanes and fire escapes leading to and from the Demised Premises, all such parking space, roadways, walkways, steps, wheelchair ramps, fire lanes and fire escapes are to be kept, at all times, free and clear of snow and ice, ensuring wheelchair accessibility. Note: In any event snow clearing, ice removal or salting/sanding is not completed by 7:00 am to allow staff/client parking including safe access to and from the building, the Agency has the option to have the snow/ice removed or cleared, and any sanding/salting requirements completed - all costs incurred will be deducted from the monthly rental amount.
- 2.5.9. To provide, install, and maintain Directory Signage as per the Agency's Brand Standard, on the ground floor lobby of the building and in the elevator entrance of each floor of the Demised Premises including suitable identification as required by the Agency, if applicable.
- 2.5.10. The Demised Premises and the building housing the Demised Premises must be capable of accommodating persons with disabilities, as required under the Buildings Accessibility Act and Regulations.
- 2.5.11. Entrance to the building housing the Demised Premises must have enclosed vestibules with good quality walk-off mats or floor grilles, if applicable.
- 2.5.12. All repair and maintenance work within the Demised Premises to be completed at the Lessor's cost and during normal Agency business hours, unless otherwise approved in writing, including the following:
- i. Repair and replacement of light bulbs, florescent tubes, ballasts and light fixtures;

- ii. Repair and maintenance of electric heaters and thermostats, HVAC system, and office ventilation;
- iii. Repair and maintenance of windows (including leaks and exterior washing), ceiling tiles, and emergency exit signs;
- iv. Washroom repair and maintenance including leaking water taps and blocked toilets and drains;
- v. Repair or replacement of hot water heaters and kitchen plumbing fixtures; and
- vi. Repair and maintenance of door locks (including proximity card readers), window lights and door hardware.

Maintenance of the building housing the Demised Premises and the lands / grounds are also to be at the cost of the Lessor, including keeping the common areas at all times clean, tidy, free and clear of any refuse, garbage, waste products, and obstructing materials, as well as maintenance and repairs of Lessor-owned parking lots including asphalt repair, line painting and maintaining parking barriers. Parking lot sweep should be completed in the late spring of each year.

2.6 TAXES

The Lessor must pay all present and future municipal taxes and levies, including but not limited to property taxes, business taxes, water taxes, assessments and local improvement charges levied against the Demised Premises.

2.7 CODES AND STANDARDS

The Demised Premises and the building must comply with all applicable National, Provincial, and Municipal codes, standards, and regulations.

2.8 INDEMNITY

The Lessor shall indemnify and save harmless the Agency from and against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person, arising out of resulting directly or indirectly, and whether by reason of negligence to otherwise, from:

- i. the performance by the Lessor of any of its covenants under the lease;
- ii. any default of the Lessor in the performance of its covenants under the lease; and
- iii. the remedying of such default by the Lessor, by the Agency or by any other person.

2.9 INSURANCE

2.9.1. The Lessor shall:

- i. At the Lessor's expense, secure and maintain throughout the term of the lease an insurance policy in the amounts, and containing, at minimum, the terms and conditions set out in this section; and
- ii. Prior to the commencement of the lease furnish, to the Agency evidence, in a form satisfactory to the Agency that the insurance is in force, via Certificate of Insurance, and in compliance with the provisions of the lease.

2.9.2. The insurance to be provided by the Lessor shall:

- i. Be placed with a company approved by the Agency and licensed under the laws of the Province of Newfoundland and Labrador and ordinarily engaged in the business of insuring against the risks described; and
- ii. Include a provision requiring the insurer to give thirty (30) days prior written notice to the Agency prior to cancellation or material change of the policy, except in the event of non-payment, where policy conditions dealing with termination will apply.

2.9.3. Commercial General Liability Policy:

- i. The policy shall be written in the name of the Lessor and shall include the address of the Demised Premises;
- ii. The limit of liability shall not be less than \$2,000,000.00 for bodily injury and property damage inclusive per occurrence; and
- iii. The Policy will not be limited to, but shall include coverage to the following:
 - a. Personal injury
 - b. Premises and Operations Liability
 - c. Property damage on an occurrence basis
 - d. Elevator liability (where elevators exist in the building)
 - e. Contingent Employer's Liability
 - f. Owner's and Lessor's Protective Liability
 - g. Blanket Lessor Liability
 - h. Cross Liability
 - i. Products and Completed Operations
 - j. Environmental liabilities from hydrocarbon spills or leakage unless otherwise covered under such policy of insurance; and
 - k. Broad Form Property Damage
- iv. Failure to provide proof of insurance coverage, as requested, may result in the termination of the lease.

2.10 SAFETY

The Lessor is responsible for the safety of its employees while on the Demised Premises and must comply with applicable occupational health and safety legislation and all other applicable regulatory requirements. The Lessor must provide proof of having no occupational health and safety outstanding orders within fourteen (14) days of receipt of a written request from the Agency.

2.11 CHANGES AND EXTRA WORK

2.11.1. Following execution of the Lease, the Agency may, at any time, without invalidating the lease, make changes in the Functional Requirements and Specifications and may require the Lessor to perform changes and/or extra services. Changes may also include reduced servicing due to floor plan changes and/or period of renovation. Before any changes in the Functional Requirements and Specifications are instituted, such changes and/or extra work shall be authorized by a written change order specifying the basis of compensation to be paid to the Lessor. The value of any changes shall be proposed by the Lessor in lump sum estimate subject to acceptance by the Agency. The estimate must be submitted with a breakdown estimate for equipment, materials and labour, and signed quotations for any sub-Lessors and supplies. Final cost of any changes to be approved by the Agency.

2.11.2. The Lessor shall promptly remove and replace with new Work, at no cost to the Agency, any defective Work on the Lessor's part which is unacceptable to the Agency, and/or which fails to conform to the Functional Requirements and Specifications or any applicable regulations or codes.

2.12 CONFIDENTIALITY AND CONFLICT OF INTEREST

2.12.1. Requirements for confidentiality and conflict of interest substantively similar to the following shall be included in the lease:

- i. Upon execution of the lease and annually thereafter, the Lessor shall provide to the Agency a list of employees, officers, associates and approved sub-Lessors assigned to perform services under the lease. The Agency may, in its sole discretion, request that any employee, officer, associate or approved sub-Lessor of the Lessor be prohibited from access to the Demised Premises or the performance of services and the Lessor shall immediately comply with this request.

- ii. The Lessor shall keep in confidence and shall not misuse or disclose any confidential information of the Agency either during the term of the lease or at any time thereafter, nor shall the Lessor, for its own purpose or for any purpose other than that of the Agency, use any information concerning the affairs of the Agency acquired in the course of or incidental to the requirements of the lease or otherwise. The Lessor must protect personal information it may have access to by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- iii. The Lessor covenants and agrees that it shall make no public or private statements about, nor directly or indirectly disclose or use information concerning the Agency operations, business methods, claimants, personnel and their duties, functions and capabilities, except as required by the terms of the lease.

SECTION 3 — FUNCTIONAL REQUIREMENTS AND SPECIFICATIONS

3.1 REQUIREMENTS

The functional requirements and specifications contemplated in this RFP are as defined in this section. The proposed Demised Premises, whether a new, renovated, or existing space, shall meet or exceed the specifications defined herein.

The Agency will review and consider options that can effectively meet the intent of the Functional Requirements and Specifications. New construction and existing buildings will be considered.

3.2 THE AGENCY'S FUNDAMENTAL GOALS AND PRIORITIES

3.2.1. Single/secure point of entry: to provide a single, secure entry point into the

main office and limit public access. The intention is to provide security and confidentiality within the organization, allowing for open collaboration and comfort of staff. Public access beyond the secure point of entry would be by authority and controlled.

- 3.2.2. Spatial optimization and economy: the workplace design to include adjacencies, efficiencies and workflow as described herein which shall include optimized workspace, meeting space, maximized shared resources, departmental adjacencies, security and controlled public access, social space, and provision for more adequate special purpose space.
- 3.2.3. Total area: the Agency is seeking a net rentable area approximately 3000 to 4000 square feet.
- 3.2.4. Indoor environmental quality: the workplace to include IEQ for a more comfortable, sustainable and healthy working environment. Considerations to include:
 - i. air quality, including a building-wide scent-free policy and accommodation for employees with severe air-borne allergies;
 - ii. thermal comfort with greater control;
 - iii. lighting and dimming functionality in meeting rooms;
 - iv. natural light and views;
 - v. considerate location of areas such as kitchen and central printing which can cause undesirable noise and small, proper ventilation of such areas;
 - vi. biophilic elements (ability to have plants, views and access to nature, etc.);
 - vii. dedicated and modern washroom facilities not accessible by the public;
 - viii. proper acoustic separations and reduction of mechanical noise levels throughout the space.

- 3.2.5. Location: to be within the City of Corner Brook's municipality.
- 3.2.6. Flexibility/Expandability: ensure proposed future fit-up allows for flexibility and expandability.
- 3.2.7. Waste Management: ensure the building and tenant fit-out provides for adequate facilities and storage for recycling and waste management, with particular regard to cleanliness and pest control.
- 3.2.8. Parking: provision of a minimum of twelve (12) staff vehicles and a minimum of two (2) visitor vehicles on site within a reasonable walking distance from the main entrance of the building.
- 3.2.9. Maintenance: provide snow clearing, salt and sanding of parking lot and exterior walkways, lawn care and removal of debris, and general site maintenance. Provide window washing and general exterior maintenance to ensure the longevity of the building, including exterior painting and repairs as required. Provide general maintenance of the interior, including changing light bulbs, as well as complete cleaning of the interior spaces, including the walls. Specific maintenance requirements are listed in Appendix A.
- 3.2.10. Cleaning and Janitorial (office): cleaning and janitorial services must be available on an ad-hoc basis during regular business hours (8:30 a.m. to 4:00 p.m.) and shall include waste removal services at a minimum of three times per week. Specific cleaning and janitorial services are outlined in Appendix A.
- 3.2.11. Accessibility: ensure the building and Demised Premises are capable of accommodating persons with disabilities as required under the Buildings Accessibility Act and Regulations.

- 3.2.12. Fire and Life Safety: ensure the building and office are equipped with fire and life safety systems in compliance with national, provincial, and municipal codes.

3.3 TYPOLOGIES, ZONING, AND ADJACENCIES

The Demised Premises is to be divided into two zones (Public Zone and Secured Zone), provided with the following space typologies.

3.3.1. Public Zone

The Public Zone is to be located at the main entrance and outside the controlled access entry to the internal operations. The following spaces are to be located within the Public Zone:

- i. Entry – provides access to the Secured Zone;
- ii. Waiting Area – waiting area to accommodate at least two (2) seats for visitors. A buzzer is to be provided in the Waiting Area to alert those within the Secured Zone of a visitor's presence.

3.3.2. Secured Zone

The Secured Zone is to be located inside the controlled access entry and contains the internal operations of the Agency. The following spaces are to be located within the Secured Zone:

- i. Offices – the Demised Premises is to have a minimum of two individual offices at approximately 15m² (160sqft)

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- ii. Offices – the Demised Premises is to have individual offices or a combination of the following office types such that at least nine (9) workstations exist:
 - a. Office Space Type B – Enclosed private offices
 - b. Office Space Type C – Workstation/Cubicle in Open Office
- iii. Board/Meeting Room – meeting room to accommodate board table and twelve (12) to eighteen (18) people. The space is intended to be used for board meetings and staff events/gatherings.
- iv. Supply Storage – space to accommodate office stationary, supplies, and cabinets.
- v. Copier/Printer – space to accommodate photocopying, printing, and mail postage equipment.
- vi. Common Kitchen – kitchen to be supplied with refrigerator, range, microwave, sink, and dishwasher. Cabinets and drawers for the storage of dishes, cutlery, and food is also required.
- vii. Data Closet – space to accommodate a data rack. Specifications to be provided by the Agency prior to occupancy.

The boardroom must be equipped with audio/visual capabilities including power, voice and data for teleconferencing, and dimmable lighting controls to facilitate digital presentations.

3.3.3. Washrooms and Janitorial

Washrooms and Janitorial spaces are to be provided and sized in accordance with all applicable National, Provincial, and Municipal codes, standards, and regulations. These spaces may be located in the Public Zone or the Secured Zone for sole use by the Agency, or outside the Demised Premises shared among other building tenants on a per floor basis if applicable.

3.4 PARKING AND CIRCULATION

- 3.4.1. All parking areas shall be maintained in a good state of repair and maintenance, including visible lining, free from potholes, rutting, and other deterioration or hazards.
- 3.4.2. The building housing the Demised Premises should ideally have off-street parking for a minimum of twelve (12) staff vehicles and minimum of two (2) visitor vehicles, provided in compliances with all National, Provincial, and Municipal codes, standards, and regulations. Parking not provided on site must be within reasonable walking distance to the main entrance of the building. If parking is barrier accessed, a sufficient number of entrance passes or fobs must be provided for all staff and two (2) visitors at no additional cost.
- 3.4.3. Parking lot area(s) should be paved and equipped with adequate lighting for security and safety.

3.5 BUILDING SYSTEMS AND ASSEMBLY

All electrical, mechanical, structural, and building envelop systems of the building housing the Demised Premises shall be in good working order and in strict accordance with municipal, provincial and national codes, standards, and regulations, including but not limited to:

- i. Foundations, load-bearing walls, roof, floor;
- ii. HVAC, air circulation, and humidification equipment;
- iii. Plumbing fixtures, hot and cold potable water;
- iv. Electrical panels, receptacles, switches, lighting.

3.5.1. Lighting

Lighting is to be arranged to spread illumination evenly over the work area

with acceptable lighting levels throughout. Lighting and power panels relating to the Demised Premises must be readily accessible by the Agency. Maximized natural lighting is encouraged.

3.5.2. Power Distribution

There shall be a minimum of two (2) outlets in rooms up to 11m² (120 sqft); minimum of three (3) in rooms up to 15m² (160 sqft); minimum of four (4) in rooms larger than 15m² (160 sqft). General use 20A t-slot receptacles are to be spaced a maximum 10m (30 feet) apart throughout corridors, lobbies, open office areas, and other general use spaces. The Large Meeting Room is to be equipped with at least 5 outlets. Kitchen to have individual receptacles on separate designated circuits for appliances. Above counter outlets in kitchen to be split-type fed from two separate Ground Fault Interrupter (GFI) circuit breakers.

Provide power connections as required to accommodate the Agency's furniture layout. All outlets are to be placed to suit the layout of the Agency.

Separate 20 amp circuits shall be provided for all photocopiers and multi-functional printers. There shall be a maximum of four (4) receptacles on one (1) circuit breaker.

3.6 VOICE AND DATA

The Demised Premises must accommodate FibreOp Internet and dedicated telephone lines. Data rack requirements to be confirmed by Agency representatives prior to occupancy.

Each office to be provided with data drops; and data drops must be located in close proximity to the printer/copier stations. Voice and data to also be provided in meeting rooms.

3.7 FIRE AND LIFE SAFETY

A copy of the Fire Commissioner Inspection Report to be provided to the Agency prior to Occupancy Date.

3.8 SECURITY REQUIREMENTS

- 3.8.1. The Agency must have the only keys to the demised premises it occupies unless otherwise approved in writing.
- 3.8.2. Proximity card readers, electric strikes, backup electrical supply and locking devices must be provided for any entrance door to the Demised Premises from a publicly accessible space, and any door connecting the Public Zone and the Secured Zone.
- 3.8.3. Proximity card locks installed complete with proximity readers, wiring, software providing reporting and monitoring capability. Master computer and power supply to be located in the data closet. Control and operation of the proximity card computer and system shall be maintained by the Agency for those doors leading directly into the Demised Premises. Provide all components required for a complete and functioning access control system.
- 3.8.4. The demised premises must have a remotely monitored security system (i.e. burglar alarm) installed by the Lessor.
- 3.8.5. If the Lessor or any person in its employ or acting under its direction is required to enter the demises premises due to emergency conditions (e.g. broken water pipe, electrical issues, etc.) the person responsible for the entry must notify the Agency appointed representative immediately.

3.9 SPECIAL REQUIREMENTS

- 3.9.1. The Demised Premises cannot be located in a building, or be geographically adjacent to, any other premises where seafood of any kind is being processed or cooked, for medical reasons. Seafood of any kind is not permitted in the Demised Premises.

- 3.9.2. The Agency is a scent-free workplace.

APPENDIX A — CLEANING AND MAINTENANCE SPECIFICATIONS

Cleaning services must be available on an ad-hoc basis during regular business hours (8:30 a.m. to 4:00 p.m.). The regular cleaning of the Demised Premises must be completed outside of regular business hours. The following cleaning must be carried out as listed:

THREE DAYS PER WEEK

1. Office/General Areas:

- i. spot clean doors, walls, and partitions;
- ii. dust and sweep stairs and landings (if applicable);
- iii. spot mop linoleum, tile, etc. floors;
- iv. vacuum carpets (if applicable);
- v. clean and empty waste receptacles;
- vi. wash waste receptacles;
- vii. spot clean glazing on window partitions;
- viii. wash elevator floors (if applicable);
- ix. spot clean and vacuum elevator carpet (if applicable);
- x. clean and polish elevator metal work (if applicable).

2. Washrooms:

- i. clean and disinfect toilet bowls, sinks, and urinals using a germicidal cleaner;
- ii. clean and polish mirrors, shelves, dispensers, and fixtures;
- iii. wash all floors;
- iv. spot clean doors, walls, and partitions;
- v. replenish washroom supplies as required;
- vi. remove refuse;
- vii. sanitary napkin receptacles shall be emptied and plastic liners replaced.

3. Kitchen:

- i. clean and sanitize counter tops, sinks, and fixtures;
- ii. wipe down all cabinets;
- iii. clean and sanitize exterior of fridge;
- iv. sweep and mop floors;
- v. clean and empty waste receptacles;
- vi. remove refuse.

4. Entrances and Lobbies:

- i. wash and buff floors.

5. Grounds of building housing the Demised Premises (potentially more than three times per week):

- i. remove debris from all areas;
- ii. remove snow and ice from parking area as required;
- iii. apply salt and sand sidewalks/steps/landings as required;
- iv. cut and water lawns and flower beds, etc. as required.

WEEKLY

1. Office/General Areas:

- i. wash and buff linoleum, tile, etc. floors;
- ii. dust/polish furniture and counters, desks, acoustical screens, etc.
- iii. dust baseboards;
- iv. dust radiators, grillers, and diffusers;
- v. dust window sills;

2. Kitchens:

- i. clean and wipe inside of fridge;
- ii. clean inside and outside of microwave.

3. Entrances and Lobbies:

- i. clean all dirt-removing mats and remove all dirt and debris from underneath.

MONTHLY

1. All Areas:

- i. remove all bags from waste receptacles, wash receptacles, and install new bags.

ANNUALLY (or as required by the Agency)

1. All Areas:

- i. wash doors, walls, and partitions;
- ii. wash windows and sills;
- iii. wash light fixtures;
- iv. wash venetian blinds;
- v. scrub floors;
- vi. refinish elevators floors (if applicable).
- vii. wax floors;
- viii. repaint lines in parking lot including parking lots designated for disabled persons