



# Municipal Assessment Agency Inc.

## REQUEST FOR PROPOSALS OFFICE SPACE LEASE

Issue Date: June 7, 2019

Response Deadline: June 24, 2019 at 4:00pm (NL Time)



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## **SECTION 1 — INSTRUCTIONS TO RESPONDERS**

### **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 exploring 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, and to analyze lease costs, to provide the Agency with its potential future office space needs. This document, together with its attachments, provides the detail to respond to this request. This RFP is meant to invite the presentation of leasing options for evaluation, consideration, and negotiation with the Agency. This process does not in any way bind or commit the Agency to accepting any of the responses received. Further, 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 responses to this RFP for the lease net rentable area of office space as per Appendix E - Schedule of Accommodation, within the Municipality of Corner Brook. The potential lease could be for a five (5) year term commencing November 1, 2019 to October 31, 2022, with two (2) options to extend for an additional five (5) years each on the same terms and conditions excepting, rental rate which shall be negotiated at the time an option to extend is exercised. Rental rate is to be a gross rate (inclusive of all building operating expenses), excluding HST. Operating cost adjustments in annual rental rate may be proposed by Responders. Office space being offered for lease by Responders to this RFP is hereinafter referred to as the “Demised Premises”.

### **1.2 AMENDMENT OR CANCELLATION**

#### ***1.2.1.***

The Agency reserves the right to modify the terms of this RFP at any time prior to the Closing Date in its sole discretion. It is the responsibility of the Responder to monitor the Agency’s website ([www.maa.ca](http://www.maa.ca)) for any modification to this RFP issued up to, and including, the Closing Date. The Agency may extend the Closing Date in the event it issues any amendment or modification.

#### ***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.***

Responses must be in a sealed envelope clearly marked with the name and mailing address of the Responder, and shall be addressed to:

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

Responses must be received before 4:00 p.m. Newfoundland Time on June 24, 2019 (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 Field and Data Services, at the following email address: [tpeckham@maa.ca](mailto:tpeckham@maa.ca). Inquiries must be received no later than June 17, 2019 to allow sufficient response time from the Agency, otherwise a response cannot be guaranteed.

#### ***1.4.2.***

All questions must include the Responder'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 Responders, 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 Responder, without becoming obligated to clarify or seek further information from any or all other Responders. 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 RESPONSE INSTRUCTIONS**

#### ***1.5.1.***

The Responder must submit three (3) hard copies of their response and related documentation. A USB drive with a copy of the response and supporting documentation must also be included.

### **1.6 TERMS AND CONDITIONS**

#### ***1.6.1.***

Responders agree the Demised Premises to comply with all applicable laws, regulations and standards of the Province of Newfoundland and Labrador, including all labour, occupational health and safety, and worker's compensation legislation and regulations.

#### ***1.6.2.***

Responders shall not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the selection process. In the event of any such activity, the Agency, at its sole discretion, may, at any time, but is not required to, reject any response by that Responder without further consideration, and either terminate that Responder's continued participation in the selection process or impose conditions on that Responder's continued participation

that the Agency, in its sole discretion, deems appropriate.

**1.6.3.**

Responders acknowledge that the Agency is subject to the Access to Information Act, R.S.C., 1985, c. A-1 and that information contained in Proposals submitted in response to this RFP could be disclosed as a result of the application of that Act.

**1.6.4.**

Responders 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 Agency's prior written consent.

**1.6.5.**

Responders 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.

**1.6.6.**

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 Responders the general scale and scope of work that may be required.

**1.6.7.**

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.

## **1.7 NO CLAIMS BY RESPONDER**

The Responder, by participating in the process outlined in this RFP document, consents to the procedures as described in this RFP, and the Responder acknowledges and agrees that the Agency will not be liable to any Responder 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 Responder 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.

## **1.8 LEASE**

The lease document for the Demised Premises shall be prepared by the Agency with terms and conditions substantially reflecting the terms and conditions of this RFP and others that may be negotiated throughout the process. Responders may, at their option, provide a draft lease with their response.

## **1.9 TERM**

The lease will be required for a five (5) year period commencing November 1, 2019, with the option to extend for an additional two (2) five (5) year periods on the same terms and conditions, excepting rental rate which shall be negotiated at the time a renewal option is exercised.

## **1.10 OCCUPANCY AND COMMENCEMENT OF LEASE**

### ***1.10.1.***

The proposed Demised Premises must be completed and ready for occupancy by the Agency on November 1, 2019 (the "Occupancy Date").

### ***1.10.2.***

Prior to the Occupancy Date, Agency representatives will conduct an inspection in order to ensure that all requirements of this RFP have been met.

### **1.10.3.**

Prior to the Occupancy Date, the successful Responder 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.

### **1.10.4.**

The lease will commence on the Occupancy Date.

## **1.11 RESPONDER SUBMISSION**

Each Responder 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);
- 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 for persons with disabilities.
- 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 Leaseable 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;
- xiv. Confirmation of their ability to provide on-site building maintenance, security and janitorial service;
- xv. Other benefits to be realized by the Agency.

Responders 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.

#### **1.12 PROOF OF OWNERSHIP AND COMMITMENT RE: OPERATORS**

##### ***1.12.1.***

Following this 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 Responder, necessary authorization by the owner allowing the Responder to offer the building/site.

#### **1.13 EVALUATION AND AWARD**

##### ***1.13.1.***

The successful Responder will be notified in writing 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 Responder whose proposal may not represent the lowest overall cost. If a lease results from this RFP process, it shall be awarded to the qualified Responder 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.

##### ***1.13.2.***

The successful Responder 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.

#### **1.14 SUPPORTING DOCUMENTATION AND PRESENTATION**

##### ***1.14.1.***

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

##### ***1.14.2.***

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.

#### **1.15 CONFIDENTIALITY**

##### ***1.15.1.***

The Agency undertakes to use its best efforts to hold confidential any information provided by Responders on a confidential basis, subject to the Agency's obligations under law. If for any reason information provided to the Agency should not be disclosed because of its sensitive nature, then it is incumbent upon the Responder when supplying the information to make this clear and to specify the reasons for the information's sensitivity.

##### ***1.15.2.***

The successful Responder and its respective staff may be required to sign a formal confidentiality/non-disclosure agreement relating to the protection of confidential information of the Agency to which they may have access during the term of the lease. A sample of which can be found in Appendix D.

##### ***1.15.3.***

The successful Responder shall not disclose or make public any statements or material acquired or produced in relation to this RFP or to the subsequent awarding of any lease without the prior written permission of the Agency.

#### **1.16 CONFLICT OF INTEREST**

Responders shall disclose any information that might be relevant to an actual or potential conflict of interest. Responders 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 Responder shall notify the Agency immediately in writing of that conflict or risk.

## SECTION 2 — GENERAL CONDITIONS

### 2.1 THE WORK

The successful Responder (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 & 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.

### 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 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 C - Cleaning & Maintenance Specifications. The cleaning of the Demised Premises must be completed outside of regular business hours (7:00 a.m. to 5:30 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 C - Cleaning & Maintenance Specifications, summarizes the basic cleaning protocol.

#### **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 of Service NL.

#### **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 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 & 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 & 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 & door hardware.

Maintenance of the building housing the Demised Premises and the lands / grounds 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-owner 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 as an additional Insured, the Agency, with respect to the Demised Premises, the building housing the Demised Premises and the lands on which the building is situated;
- 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 & 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.
- iv. The Lessor shall comply with the provisions of Appendix D - Declaration of Confidentiality/Conflict of Interest, and shall provide to the Agency executed copies of the said Declaration of Confidentiality/Conflict of Interest by the Lessor and all of the Lessor's employees, officers, associates, and/or approved sub-Lessors who will perform services under the lease within fourteen (14) days of receipt of a written request from the Agency. The Lessor is fully and solely responsible to ensure compliance with the said Declaration of Confidentiality/Conflict of Interest by the Lessor and its employees, officers, associates, and/or approved sub-Lessors.
- v. The Lessor shall observe all requirements, standards and protocols of the Agency, relating to confidentiality, release of information and conflict of interest and shall provide the Agency with executed copies of Appendix D - Declaration of Confidentiality/Conflict of Interest, upon execution of the lease. The Lessor shall ensure that services provided under the lease can be undertaken and completed without a conflict of interest. If there is any doubt whether there is or could be a conflict, the Lessor shall advise the Agency and the decision of the Agency is final.

## **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 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 as per Appendix E - Schedule of Accommodation.

#### **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 eleven (11) staff vehicles and 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 C.

**3.2.12.**

Cleaning & janitorial (office): Cleaning and janitorial services must be available on an ad-hoc basis during regular business hours (7:00a.m. to 5:30p.m.) and shall include waste removal services at a minimum of twice a week. Specific cleaning and janitorial services are outlined in Appendix C.

**3.2.13.**

Accessibility: ensure the building and Demised Premises are capable of accommodating persons with disabilities as required under the Buildings Accessibility Act and Regulations of Service NL.

**3.2.14.**

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 immediate 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 three (3) to four (4) 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 individual offices or a combination of the following office types:
  - a. Office Type A – Enclosed private office at 15m<sup>2</sup> (160sqft)
  - b. Office Type B – Enclosed private office at 8m<sup>2</sup> (86sqft)
  - c. Office Type C – Workstation in Open Office at 6.5m<sup>2</sup> (70sqft)
- ii. Large Meeting Room/Board Room – meeting room to accommodate sixteen (16) to eighteen (18) people. The Large Meeting Room is also intended to be used for staff events and gatherings including retirement parties, celebrations, and pot-luck events.
- iii. Small Meeting Room/Interview Room – meeting room to accommodate four (4) to six (6) people.
- iv. File Storage – space to accommodate file cabinet(s) containing documents with sensitive information.
- v. Supply Storage – space to accommodate office stationary and supplies.
- vi. Copier/Printer – space to accommodate photocopying, printing, and mail postage equipment.
- vii. 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.
- viii. Data Closet – space to accommodate a data rack. Specifications to be provided by the Agency prior to occupancy.

All Meeting Rooms are to 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.

### ***3.3.4. Program Area Summary***

Refer to Appendix E - Schedule of Accommodation for total area requirements.

### 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 eleven (11) staff vehicles and 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 11m<sup>2</sup> (120sqft); minimum of three (3) in rooms up to 15m<sup>2</sup> (160sqft); minimum of four (4) in rooms larger than 15m<sup>2</sup> (160sqft). General use 20A t-slot receptacles are to be spaced a maximum 10m (30feet) apart throughout corridors, lobbies, open office areas, and other general use spaces. The Large Meeting Room is to be equipped with 8 outlets. Kitchen to have individual receptacles on separate designated circuits for multiple refrigerators and microwaves, sized to suit equipment supplied by the Agency. 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 (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 - CHECKLIST

Check boxes to be completed and included with submission.

Five copies of RFP response and related documentation	<input type="checkbox"/>
Offer to Lease Form signed and completed as required in submission (Appendix B)	<input type="checkbox"/>
RFP documents read and understood	<input type="checkbox"/>

The Lessor must provide the following within fourteen (14) days from the receipt of a written request from the Agency:

- i. Approved building permit from the municipality and written approval from the Provincial Fire Commissioner's Office and Service NL and any other authority having jurisdiction prior to commencing alterations as per subsection 1.10.3;
- ii. Proof of building/site ownership or if the building being offered is not owned by the Lessor, necessary authorization by the owner allowing the Lessor to offer the building/site as per section 1.12;
- iii. Performance Security as per section 2.3;
- iv. Certificate of Insurances as per subsection 2.9;
- v. Proof of having no occupational health and safety outstanding orders per section 2.10;
- vi. Declarations of Confidentiality/Conflict of Interest signed by everyone who will perform services under the Lease as per Appendix D.

## APPENDIX B - OFFER TO LEASE

I/We, \_\_\_\_\_ (Responder's Name), hereby offer to lease \_\_\_\_\_ m<sup>2</sup> \_\_\_\_\_ (sqft) of net rentable area of office space, as outlined in its response to the Agency's RFP, for a rental payment of \$\_\_\_\_\_ in Canadian Funds per annum (exclusive of HST), which includes payments for the Agency's shares of all building operating costs. Any adjustments to the annual rental payment to reflect increases or decreases in operating costs if forming part of this proposal will be calculated based on the formula which the above Responder has attached hereto. The lease will be for a five (5) year period with the option to extend for two (2) additional five (5) year periods on the same terms and conditions, except rental rate and further options to extend.

Location of proposed building (ie Civic No., Street Name, City, Etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Responder: \_\_\_\_\_

HST No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name of Signatory (print)

\_\_\_\_\_  
Witness Name (print)

## APPENDIX C - CLEANING & MAINTENANCE SPECIFICATIONS

Cleaning services must be available on an ad-hoc basis during regular business hours (7:00a.m. to 5:30p.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:

### TWO 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 twice a week):
- i. remove debris from all areas;
  - ii. remove snow and ice from parking areas 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, grilles 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.

## APPENDIX D - DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

I, \_\_\_\_\_, do declare that:

(print name of individual)

1. I am either:
  - i. an authorized representative of \_\_\_\_\_ (the Lessor);
  - ii. an employee of the Lessor; or
  - iii. I have been determined to be an employee of the Lessor by the Agency. I am not an employee of the Agency.
2. I agree that in consideration of being permitted to perform services under the Agency's Lease and for other good and valuable consideration, any and all information received or obtained in the course of performing any of the said services, either directly or indirectly, is confidential information. I shall conduct myself in accordance with applicable privacy legislation and professional standards and I shall keep in confidence any such confidential information. I shall not collect, use, or retain any such confidential information whatsoever except to the extent necessary to perform services under the Lease. I will protect this information from disclosure to any other person or other entity whatsoever.
3. I acknowledge that the Agency has stated its belief that irreparable harm would be suffered by the Agency if confidential information were disclosed or the said section of the Lease and/or this declaration were breached and that, in the event of any breach or threatened breach of the said section of the Lease and/or this declaration, the Agency may seek an injunction or other relief to halt or prevent such disclosure. Furthermore, I understand that the Agency may commence legal action against me for damages arising from any breach of the said section of the Lease and/or declaration.
4. Upon termination of my employment with the Lessor or when required, I shall return to the Lessor any and all confidential information obtained in the course of performing services in relation to the Agency which is in my possession in written or other tangible form. When required, I shall return to the Agency any and all confidential information obtained in the course of performing services in relation to the Agency which is in my possession in written or other tangible form.
5. I will retain copies of confidential information only to the extent required by law.
6. I will not permit any actual or perceived conflict of interest between the interests of the Agency and the interests of either myself or the Lessor and will immediately disclose any such conflict to the Agency in writing. The Agency shall, in its sole discretion, determine if an actual or perceived conflict of interest exists and determine the appropriate course of action to be taken by me, the Agency and/or the Lessor. The Agency's decision in this regard shall be final and conclusive.
7. I agree:
  - i. to conduct all duties related to services under the Lease with impartiality;

- ii. that I shall not influence, seek to influence, or otherwise take part in a decision of the Agency's knowing that the decision might further my private interests or the interests of the Lessor;
- iii. that I shall not accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any services under the Lease, that causes, or would appear to cause, a conflict of interest; and
- iv. that I shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any services under the Lease.

8. I acknowledge having read, understood, and obtained receipt of a copy of this declaration.

SWORN/AFFIRMED at \_\_\_\_\_

in the Province of Newfoundland and Labrador,

this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, before me:

\_\_\_\_\_

Commissioner of Oaths

\_\_\_\_\_

Declarant Signature

## APPENDIX E - SCHEDULE OF ACCOMMODATION

### Corner Brook MAA - Schedule of Accommodation

Room Name	No. of	Unit (m <sup>2</sup> )	Unit (sqft)			Area (m <sup>2</sup> )	Area (sqft)
<b>Public Zone</b>						<b>15.00</b>	<b>160</b>
Entrance	1	5.00	53			5.00	53
Waiting Area	1	10.00	106			10.00	106
<b>Secured Zone</b>						<b>229.50</b>	<b>2442</b>
Reception	1	10.00	106			10.00	106
Office Type A	1	15.00	160			15.00	160
Office Type B	10	8.00	85			80.00	851
Office Type C	6	6.00	64			36.00	383
Large Meeting Room	1	30.00	319			30.00	319
Small Meeting Room	1	15.00	160			15.00	160
File Storage	1	10.00	106			10.00	106
Supply Storage	1	7.50	80			7.50	80
Copier/Printing	1	8.00	85			8.00	85
Kitchen	1	15.00	160			15.00	160
Data Closet	1	3.00	32			3.00	32
<b>Total</b>						<b>244.50</b>	<b>2601.24</b>
<b>Gross Up Ratio (1.3)</b>						<b>73.35</b>	<b>780.37</b>
<b>Total Net Rentable Area</b>						<b>317.85</b>	<b>3381.61</b>
<b>Washrooms and Janitorial (approximate)</b>						<b>35.00</b>	<b>372.37</b>
<b>Total including Washrooms and Janitorial (approximate)</b>						<b>352.85</b>	<b>3753.97</b>

**Note:** Reception is located within the Secured Zone.

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 Demised Premises for sole use by the Agency, or outside the Demised Premises shared among other building tenants on a per floor basis if applicable.

All areas are approximate.

