



Request For Proposal

AL1428

June 3, 2013

Commercial and Land Portfolio

Real Estate Management Services

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1 Part I - Introduction

1.1 Purpose of this Request for Proposal

The National Capital Commission (NCC) is soliciting Bids from Property Management firms to provide management services for its portfolio of Commercial, Multi-Residential and Land properties.

The current contract for these services expires on March 31, 2014 and the NCC is now proceeding with this public Request for Proposals (RFP) for the provision of Real Estate Management Services for a portfolio of rental properties after the expiry of the current Contract, but including a transition period, of 90 days, prior to April 2014.

This RFP document discusses the NCC as the client, general terms and conditions of the contractual agreement with the NCC, and the portfolio of NCC rental properties. It also outlines the services being requested, submission requirements, the selection process, evaluation factors and related conditions.

1.2 Structure of RFP

The bid solicitation process and resulting contract document is divided into five parts plus Annexes and attachments as follows:

- Part I Introduction - provides a brief description of the NCC Portfolio, its objectives and the proposed Term of the Contract.
- Part II Bidders Instructions - provides the Bidders with instructions on how to prepare their Bid and information about the solicitation period. This section includes all the information related to the presentation of the Bid, submission requirements and indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the Bid, if applicable, and the basis of selection and the rating methodology and how the Successful Bidder will be selected.
- Part III - provides the description of the portfolio of NCC rental properties included in the Contract.
- Part IV General Information - consists of the general information regarding the RFP and the Contract to be entered into between the Successful Bidder and the NCC.
- Part V Security, Financial and Contractual Requirements - provides all general information, security, financial and other contractual requirements that must be addressed by Bidders.

List of Annexes

- Annex A is the Statement of Work and provides the specific Real Estate Management Duties to be provided by the Bidder and all of the obligations and requirements to be met under the Contract.
- Annex B is provided for the Bidder to submit its Management Fee Bid.
- Annex C outlines the fee Bid evaluation model.
- Annex D includes all submission documentation required by the Bidder.
- Annex E is the Federal Contractors' Program for Employment Equity and must be completed by the Bidder.
- Annex F is the Basis of Payment Schedule.
- Annex G is the Acceptable Bonding Companies.

1.3 General NCC Information

1.3.1 Mandate

The National Capital Commission (NCC), established in 1958 under the *National Capital Act*, is a federal Crown corporation whose mandate is to prepare plans for and assist in the development, conservation and improvement of the National Capital Region (NCR) in order that the nature and character of the seat of the Government of Canada may be in accordance with its national significance. To fulfill its mandate, the NCC approves and coordinates the acquisition and development of federal lands in the NCR. In Budget 2013, the Government announced that it will transfer the mandate to promote the National Capital Region from the National Capital Commission to the Department of Canadian Heritage.

1.3.2 Crown Corporation Status

As a Crown corporation, the NCC is subject to the accountability regime set out in Part X of the *Financial Administration Act*, which makes the corporation responsible to Parliament. The NCC is subject to the Access to Information Act and the Privacy Act.

1.3.3 NCC Plans

The NCC assumes its planning responsibility by the preparation of a hierarchy of plans. Its planning framework resembles a pyramid of interlocking pieces (as pictured below) with the most general, visionary plan sitting at the apex and a series of ever more detailed plans below. The *Plan for Canada's Capital* sits at the top of the planning hierarchy.

The *Plan for Canada's Capital* is the federal government's statement of how it sees the Capital region developing. The NCC uses the plan primarily to guide the use and development of federally owned land and to apply up-to-date concepts of sustainable development. This plan is general and is flushed out by more detailed master plans for specific parts of the region, namely the Greenbelt Master Plan, the Gatineau Park Master Plan, Core Area Sector Plan and the Urban Lands Master Plan.

At a third level, Sector plans apply the policies higher plans to smaller geographic areas and spell out the fate of individual buildings and parks. Currently, the NCC has the Parkway Sector Plan dealing with one sector of the Gatineau Park and Canada's Capital Core Area Sector Plan pertaining to a portion of the urban lands.

A fourth level of plans aimed at smaller areas such as the Sparks Street Area Plan and the Meech Creek Valley Area Plan provides directives for action at a detailed level.



1.3.4 NCC Lands

Landholdings are a key element in the achievement of the NCC's mandate and are essential to the long-term task of ensuring that the Capital region is physically coherent, effective in terms of its functioning and symbolically meaningful to Canadians. These lands are called the "National Interest Land Mass" (NILM). NILM lands that the federal government — mainly through the NCC and its predecessors — has gathered together over the past century include amongst other types of assets, heritage buildings, shorelines, ceremonial routes and large areas of green space, such as Gatineau Park and the Greenbelt. The aims of the NILM are to create a Capital that will inspire Canadians with pride and to be passed on as a legacy for future generations. They are the lands that the NCC focuses on particularly when preparing its plans.

The NILM consists of more than 470 square kilometers of land, or 10 percent of Canada's Capital Region, that includes hundreds of roads, pathways, buildings and bridges. The NCC manages and protects these physical assets through a life-cycle management program to enhance the rich cultural heritage and natural environment of Canada's Capital, to optimize the contribution of these assets in support of corporate programs, and to ensure that the NCC assets are appropriately accessible to the public.

As part of the programs to manage and protect NILM lands, the NCC currently manages approximately 189 leased properties in the urban area, Greenbelt, and Gatineau Park (for this Contract there are approximately 107 commercial and 82 land properties). NCC real estate management activities also include the acquisition of properties of national interest, the disposal of surplus properties and the implementation of land development projects to enhance the Capital for future generations. This leased portfolio includes multi-unit residential buildings, cottages, mixed commercial/residential, offices, restaurants, warehouses, and land leases. Some buildings have federal heritage status.

It is important to note that the acquisition of lands by the NCC over the years was not based on real estate investment objectives. Rather the rationale for each acquisition is directly related to the National Capital Commission's symbolic mandate and the creation of the National Interest Land Mass. As a result, the fact that some of the lands and buildings acquired by the NCC have a revenue generating potential is only a by-product of its acquisition plans. The basis used by the NCC for its real property acquisitions also explains the unique nature and composition of its rental properties portfolio.

1.4 NCC Objectives

1.4.1 Portfolio Management

In 1991, the NCC adopted a Portfolio Management approach to coordinate the efforts of different functional groups within the NCC. The NCC's rental properties located in various parts of the National Capital Region have been grouped into a portfolio because of their use and vocation. The NCC has other portfolios of real assets that are not included in the subject matter of this Request for Proposals.

Portfolio Management is defined as the effective management of real estate in a manner that ensures property management activities and ownership activities are driven by strategic planning with a clear relationship to a corporate plan (i.e Master Plan) that takes into consideration broader corporate policies and program drivers, risk management, portfolio utilization and needs

assessment. Direction that flows from corporate documents and objectives is converted into strategies and outcomes.

One of the expected result statements found in Corporate documents of the NCC is that federal assets under the responsibility of the NCC (including leased properties) are developed, maintained and managed in accordance with their national significance, in order to enrich visitors' and residents' experience of the Capital.

The Real Estate Management (REM) division attends to both the strategic and the service management functions of the Rental Properties Portfolio, while providing direction and oversight of the property management services.

1.4.2 Asset Management

The NCC will concentrate on the strategic planning of its rental properties and assess the financial performance and capital cost requirements of the properties both at the individual property level and the overall portfolio level. In performing asset management, the NCC considers the overall cost of ownership (operating and investing) taking into account the strategic goals of the organization.

The NCC will develop Asset Management Plans, in conjunction with the Successful Bidder, with a strategic goal of maximizing the overall value of the property. However, the NCC's asset management decisions will be based on its mandate (to "plan, preserve and develop federal assets in the NCR in a way that will inspire Canadians with pride").

1.4.3 Property Management

The NCC will continue to meet its responsibility for the operational management of its leased properties, through external Service Providers. The Real Estate Management activities required generally pertain to the ongoing management of the property (i.e. daily operations) and these activities are described in greater detail in other sections of this RFP (Annex A). In very broad terms, the related activities include collecting rent, responding to and addressing maintenance issues and attracting and approving new tenants. The NCC also expects to be provided with advice and Bids for capital investment on the rental properties.

It should be noted, however, that due to certain constraints imposed by legislation and regulations (i.e. The National Capital Act, the Financial Administration Act, NCC by-laws, the Government Security Policy, and Treasury Board policies, directives and processes) governing NCC financial and decisional authorities, the NCC will remain involved in certain areas of operational management duties usually provided by the property Service Provider role.

1.4.4 Services Management

The Successful Bidder is expected to have in place, tools and programs to manage the delivery of its services. The NCC will monitor the delivery of services.

1.4.5 Contract and Performance Management

Like any other prudent company or fiscally responsible agency subject to audit and public scrutiny, the NCC has an important responsibility to manage its contractual arrangements with an external Service Provider. In addition to its procurement personnel, the NCC has employees with real property expertise, within the Real Estate Management (REM) division, who will monitor the performance of the Successful Bidder and ensure compliance with the terms of the Contract. Some of the tools, conditions and requirements included in this RFP will be used for contract and performance management purposes.

1.5 Proposed Term of Contract

The Contract will run for a period of five years, commencing on April 1, 2014 and ending on March 31, 2019.

The NCC shall have the right, in its unfettered discretion, to extend this Contract for two successive periods of two years, up to March 31, 2023 and a third successive period of one year, up to March 31, 2024. If the NCC exercises its right to extend this Contract, written notice shall be delivered to the Successful Bidder not less than twelve months prior to the expiry of the Term for the first extension period, and not less than twelve months prior to the expiry of the first extension period for the second extension period, and not less than twelve months prior to the expiry of the second extension period for the third extension period. The Successful Bidder agrees that if the NCC exercises its right to extend, then the Successful Bidder shall be obliged to continue to perform all its obligations hereunder during such extended periods.

1.6 Personnel

Throughout the term of the contract, the Successful Bidder shall appoint a single point of contact as the General Manager (the "GM"), with ultimate responsibility for directing the performance of the Successful Bidder pursuant to the Contract.

The Successful Bidder shall use its best efforts to minimize changes to the GM position during the term of the Contract, both as to the powers exercised by the GM and the individual occupying the position. In the event of any change to the GM, the NCC reserves the right to review the qualifications of the proposed replacement GM.

The Successful Bidder shall use its best efforts to assign the same personnel identified in the Successful Bidder's Detailed Bid to the Contract. During the Term and extensions, the Successful Bidder shall use its best efforts to minimize changes to the individuals occupying the property management and leasing administration positions for the Contract during the Term. In the event of any change to the property management and leasing personnel, the NCC reserves the right to review the qualifications of the proposed replacement.

The Successful Bidder shall ensure that it has appropriate personnel in place to provide the services outlined in the Statement of Work (Annex A) in a timely manner and to respond to service calls in accordance with the required response time to service calls as set out in Annex A.

1.7 Schedule of Events

The following schedule is a guideline for the selection process.

Launch of RFP	June 3, 2013
Bidders' Open House and Conference	June 18, 2013
Deadline for submitting Questions	July 18, 2013
Deadline for Submission of Detailed Bid	July 31, 2013
Evaluation of Bids	August 1 – 23, 2013
Interviews of Bidders, if requested	August 26 - 30, 2013
Identification of Preferred Bid by NCC	September 16, 2013
Obtain required approvals	Fall 2013
Obtain required pre-contract documents, insurance etc. and finalize terms of contractual agreement	Fall 2013
Execute Contract	December 2013

Dates may change as circumstance demands. If, however, the dates change before the close of the Bid call, Bidders will be notified by addendum.

2 Part II - Bidder Instructions

Closing Date and Time:	July 31, 2013 at 15:00 hours Ottawa time.
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2.1 General Instructions to Bidders

This Section provides the information Bidders need to know to submit a Detailed Bid in response to this RFP.

The NCC wishes to encourage, through this RFP, innovative Bids that build upon the unique mandate of the National Capital Commission and the prestigious location of some of the rental properties while providing solutions to constraints imposed by the nature of the NCC rental portfolio and adopting practices coherent with the NCC's operating environment.

The NCC is seeking to enter into a contract with a real estate management firm that will complement the NCC by adopting the context of the NCC as its own but provide value-added business expertise and real estate expertise. The Successful Bidder will be expected to:

- provide optimum management of NCC rental property assets with a view to assisting the NCC in attaining its mandate and implementing master plan directions
- professionally manage the rental portfolio and maintain the properties in good condition
- promote the use of best real estate management practices
- safeguard the asset base
- conform to all legislation and regulations
- minimize costs and maximize the NCC's net return to the greatest extent possible within the NCC's unique mandate and regulated operational context
- follow the NCC's environmental policy in its day-to-day operations
- operate within the terms and conditions set out in this RFP
- seek continuous improvement in delivery of these services

2.2 Site Tour and Bidders' Conference

Bidders are invited to attend, at their cost, both a site visit and the Bidders' conference. The site visit will be conducted in an Open House format with various properties available for viewing on Tuesday, June 18, 2013, between 09:00 hrs and 12:00 Ottawa time. The Bidders' conference will take place that same afternoon at the National Capital Commission, 40 Elgin Street, Room 702, Ottawa, Ontario promptly at 13:30 hrs Ottawa time. The scope of the requirements, outlined in this RFP process, will be reviewed during the conference and questions will be answered. It is recommended that Bidders who intend to submit a bid attend or send a representative.

Attendees may register by email addressed to the NCC's Senior Contract Officer (identified in Article 2.4) and provide the name of the Bidder, the name(s) of attendees who will represent the Bidder at the Open House and conference. The NCC will record attendance and company name details for both the Open House and Bidders' conference for information purposes. This information will be shared with all Bidders by addendum. The Open House and Bidders' conference should be attended by no more than two of the Bidder's representatives.

The Bidders are encouraged to use Appendix L (map) to familiarize themselves with the property locations and then the Bidders are invited to visit the identified properties during the morning of the Open House. No questions will be answered during the Open House session. Bidders are requested to make note of their questions and to submit these questions at the Bidders' conference.

2.3 Enquires – Solicitation Stage

The Bidders' conference is intended to provide Bidders with an opportunity to seek clarification with respect to this RFP document. In order to expedite the question and answer portion of the Bidders' conference, the NCC requests Bidders to formulate, in writing, any questions they may have and send them to NCC's Senior Contract Officer, no later than 5 working days prior to the Bidders' conference. The NCC will provide responses to as many of these questions as possible at the Bidders' conference, which will form part of the addenda issued to all Bidders. The source of the questions submitted in writing or any future questions will not be revealed. Those questions that are not answered, at the Bidders' conference will be addressed through corresponding addenda.

Enquiries regarding this proposal must be submitted in writing to the following: Senior Contract Officer, identified in Article 2.4 early as possible within the solicitation period. Enquiries should be received no later than July 18, 2013, 15 hrs, Ottawa time, to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.

Any clarifications or changes to the bid solicitation process resulting from the Bidders' conference will be issued as an amendment to the bid solicitation process.

Bidders who do not attend will not be precluded from submitting a bid.

2.4 Contracting Authority

All inquiries are requested to be in writing and be directed exclusively and without exception to the attention of:

Allan Lapensée, Senior Contract Officer
National Capital Commission
40 Elgin St., 3rd floor, Procurement Management Services
Ottawa, Ontario
K1P 1C7
Phone number: (613) 239-5678 ext. 5051
Fax number: (613) 239-5007
E-mail: allan.lapensee@ncc-ccn.ca

2.5 Issuance of Addenda

The issuance of all addenda will be exclusively from the Contracting Authority. Only information provided by

addenda shall be considered to be an integral part of the RFP and any resulting contract. Throughout the RFP bidding process, the NCC will endeavour to provide responses to all relevant inquiries received in writing by the Contracting Authority by the issuance of addenda. The deadline for submitting written inquiries to the Contracting Authority for response is July 18, 2013 at 15:00 hrs Ottawa time.

2.6 Detailed Bid Preparation Instructions

This Section provides the information Bidders need to know to submit a Detailed Bid in response to this RFP.

Based on their analysis and understanding of the requirements, as outlined in this RFP, Bidders will formulate and submit a Detailed Bid which shall consist of:

- submission requirements
- a Technical Bid (the "Technical Bid") which will describe the Bidder's capabilities and proposed organization and services
- a Financial Bid (the "Financial Bid")

A RFP response submitted in accordance with this Request for Proposal and notwithstanding that Request for Proposal responses may not be initially submitted by facsimile or electronic mail. However, where a formal Detailed Bid has been received on time at the specified address, amendments thereto by facsimile only are acceptable provided that such amendments are also received in their entirety no later than the RFP closing date and time stipulated above and that the amendments are received **only** at the facsimile number 613-239-5012. All such amendments are to be addressed to the NCC Contracting Authority clearly indicating the RFP number and are to set forth complete details of all changes in order to be considered as an integral part of the Detailed Bid. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder and must be signed by the same person(s) signing Annex D4, and must clearly identify the change(s) to be applied to the original RFP response.

2.6.1 Signing Procedures for the Detailed Bid

It is required that the form identified as Annex D4 and entitled "Signature of Bidder" be properly completed and signed in full compliance with the requirements indicated herein:

- the signature of the authorized person(s) representing the Bidder submitting a Detailed Bid shall be in his/her/their respective handwriting; and
- the full name of the company submitting the Detailed Bid is requested to be accurately PRINTED in the space provided for that purpose (Annex D4, Signature of Bidder), the form shall be signed by the duly authorized representative(s) of the company and its corporate seal, if any, affixed.

2.6.2 Conflict of Interest Statement

All Bidders shall complete and submit with their Detailed Bid a "Conflict of Interest Statement" using the form provided herein as Annex D2 to identify any conflict of interest (whether personal, family or business related) for which there may be a conflict of interest or an appearance of conflict of interest between the Bidder and the NCC.

2.6.3 Language of the Detailed Bid and Supporting Documentation

The Detailed Bid and any supporting documents may be submitted in either English or French.

2.6.4 Currency

All fees and unit prices submitted in the Detailed Bid shall be in Canadian Dollars in order to be considered compliant and responsive to the RFP. The NCC shall not accept bids submitted in any other currency.

2.6.5 Detailed Bid Preparation Costs

The NCC shall not make any payments to a Bidder, for any costs incurred in the preparation and submission of a Detailed Bid in response to the bid solicitation. Costs associated with preparing and submitting a Detailed Bid, as well as any costs incurred by the Bidder associated with the evaluation of the Detailed Bid, are the sole responsibility of the Bidder.

2.7 Detailed Bid Content and Format

Detailed Bids will be reviewed on the basis of their response to both submission and rated requirements. In order for a Detailed Bid to be eligible to be evaluated, it must be submitted on time.

All parts of the Bidder's response to the RFP are important and each required part of the Bidder's Detailed Bid will be evaluated as described herein. It is the Bidder's responsibility to ensure that the NCC receives a complete and legible Detailed Bid. Each submission will be evaluated solely on its content. Bidders are advised to ensure their Detailed Bid is complete in all respects.

Bidders are requested to submit their Detailed Bid using three separate envelopes/packages, each clearly identified in accordance with this Article and labelled on the exterior as follows to distinguish between the different content requirements.

One envelope shall include one (1) original copy of each of the submission requirements to be submitted with the Detailed Bid and is requested to be labelled Submission Requirements, a second envelope/package is requested to include five (5) copies of the Technical Bid and any supporting documentation and is requested to be labelled Technical Bid, and a third envelope is requested to include five (5) copies the Financial Bid (Annex B) and is requested to be labelled Financial Bid. The Bidder should indicate one hard copy as its "original". If there is a discrepancy between the wordings of any copies, the wording of the indicated "original" copy will prevail.

For ease of reference, all submission requirements are presented in Annex D.

The NCC requests that Bidders follow the format instructions described below in the preparation of their Detailed Bid:

- use 8.5 x 11 inch (216 mm x 279 mm) paper
- use a numbering system that corresponds to the bid solicitation process
- text may not be smaller than Arial font size 12
- include a title page at the front of each copy of the bid that includes the title, date, bid solicitation process number, Bidder's name and address and contact information of its representative

- include a table of contents
- all pages to be numbered sequentially

2.8 Detailed Bid Delivery

Bidders are requested to submit their Detailed Bid including all supporting documentation in sealed envelopes in the manner and with the number of copies described in Article 2.7. Each Detailed Bid is requested to be identified as follows and delivered, without exception, to the exact address specified immediately below no later than the closing date and time for submitting a Detailed Bid:

National Capital Commission
40 Elgin St., 3rd floor, Procurement Management Services
Ottawa, Ontario
K1P 1C7
Phone number: (613) 239-5678 ext. 5051
Fax number: (613) 239-5007
E-mail: allan.lapensee@ncc-ccn.ca
Attention: Allan Lapensée, Senior Contract Officer
NCC RFP No. AL1428
Closing Date: July 31, 2013 at 15:00 hours Ottawa time

All Detailed Bids received on time will receive complete physical security. It is the Bidder's responsibility to ensure Detailed Bids and all related documents are received at this specific address no later than the closing date and time stipulated above. Bidders may request an acknowledgement of receipt upon delivery.

2.9 Detailed Bid Closing Date and Time

Detailed Bids in response to this RFP must be received no later than July 31, 2013, at 15:00 hrs Ottawa time. Detailed Bids not received by the specified closing date and time at the exact location identified in Article 2.8 shall be treated as non-responsive and shall receive no further consideration and will be returned unopened to the Bidder.

Detailed bids will be held in strict confidence. There will not be a public opening of the Detailed Bids submitted for this Request for Proposal.

2.10 Validity of Detailed Bid

Detailed Bids will remain open for acceptance for a period of 120 calendar days from the closing date of the bid solicitation. The NCC reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, before the end of the bid validity period. Upon notification in writing from the NCC, Bidders shall have the option to either accept or reject the proposed extension.

If the extension is accepted, in writing, by all those who submitted Detailed Bids, then the NCC shall continue immediately with the evaluation of the tenders and its approvals processes.

If the extension is not accepted in writing by all those who submitted tenders then the NCC shall, at its sole discretion, either:

- a) continue to evaluate the Detailed Bids of those who have accepted the proposed extension and seek the necessary approvals; or
- b) cancel the Request for Proposal.

2.11 Bidders' Debriefing

A debriefing, of a Bidder's Technical Proposal will be provided, if requested, to the NCC Project Manager identified in the Letter of Notification of Contract Award, within 15 calendar days of receipt of said Letter of Notification. The debriefing will include an outline of the reasons the Detailed Bid was not successful.

2.12 Form and Substance of Contract

The general terms and conditions set out in the Request for Proposal, Annex A, the Statement of Work and the Schedules referred to in this RFP, all addendums issued as a result of the RFP, the Successful Bidder's Detailed Bid, and any additional terms and conditions that have been accepted by the NCC, will be incorporated in the resulting Contract.

However, certain terms and conditions of the Contract cannot be drafted until after the Successful Bidder, if any, is identified. The NCC will prepare the Contract and such additional terms and conditions as may arise from any successful Detailed Bid ("Additional Terms"). The NCC shall have the right to negotiate the text relating to such Additional Terms in order to achieve a formal Contract acceptable to both the NCC and the Successful Bidder.

2.13 Additional Terms and Conditions of the RFP

2.13.1 Proprietor of RFP Documents

This RFP and all supporting documentation have been prepared by the NCC and remains the sole property of the NCC. The information is provided to the Bidder solely for the preparation of a Detailed Bid and is considered to be the property and confidential information of the NCC. The Bidder agrees not to use these RFP documents for any purpose other than that for which they are specifically intended.

2.13.2 Code of Conduct and Certifications

Bidders must respond to this RFP in an honest, fair and comprehensive manner, which accurately reflects their capacity to satisfy the requirements stipulated in the RFP.

Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the NCC will declare non-responsive any Detailed Bid in respect of which the information herein requested is inaccurate or is found to be untrue.

2.13.3 Access to Information

Bidders are reminded that the NCC, as a Crown corporation, is subject to the provisions of the *Access to Information Act* (Canada). Information submitted may be eligible for disclosure in accordance with the requirements of the *Access to Information Act* (Canada). In such circumstances, the NCC shall be relieved of its obligation thereunder to keep such information confidential. Such information is usually not released without consent of the pertinent Bidder, unless there is an order made pursuant to the *Access to Information Act* (Canada).

2.13.4 Limitations and Cautions

All services required pursuant to this RFP shall be performed in accordance with all existing and future federal, provincial and municipal laws, regulations and by-laws.

- The Bidder shall be responsible for any charges imposed by such laws, regulations and by-laws.
- This RFP is subject to the North American Free Trade Agreement (NAFTA).
- The NCC reserves the right but will not be obliged to request clarification from any Bidder for a rated requirement submitted in response to the Request for Proposal that, in the sole opinion of the NCC, is not clearly understood.
- Any information previously submitted to the NCC may not be incorporated by reference but must be resubmitted with the Detailed Bid.

2.13.5 Submission Assumptions

In submitting a Detailed Bid, the Bidder acknowledges and agrees that:

- it has read and understood the requirements of this RFP
- it has undertaken all necessary due diligence to satisfy itself as to all the responsibilities
- all obligations inherent in the provision of services requested herein are understood

2.14 Reservations with Respect to Signing a Contract

The NCC reserves the right to not accept the Detailed Bid that receives the highest rating or that offers the lowest fees or any or all of the Detailed Bids submitted, to cancel the RFP, and/or to re-issue the RFP in its original or revised form.

Nothing, including but not limited to this RFP, or the Bidder's response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or services from any of the Bidders, unless and until the Contract has received all requisite external approvals and been executed by the NCC and the Successful Bidder.

Where required, any agreements with the Successful Bidder will be expressly conditional upon approvals by both parties and, which condition may not be waived by either party.

2.15 Signing of Letter Notification and Contract Award

Prior to the NCC seeking requisite approval for entering into the Contract, the NCC and the Successful Bidder will execute an acknowledgement of the terms of the Contract including such modifications or clarifications that have been mutually agreed to. The signing of the Contract

and Contract Award will take place once the NCC has obtained the authority to sign the Contract. In the event that a contract with the proposed Successful Bidder fails to materialize, the NCC may elect to negotiate with the other qualified Bidders starting with the next highest ranked qualified Bidder or, it may re-issue the RFP in its original or revised format.

2.16 Additional Submission Requirements

To be provided, by the Successful Bidder, within seven (7) working days of receipt of the Letter of Notification and prior to Contract award. Failure to provide the requested information/documentation within the time specific may render the Bid non-responsive

2.16.1 Employment Equity

The federal government program for employment equity requires that organizations who are bidding for federal government contracts worth \$200,000 or more and have 100 or more employees, make a formal commitment to implement employment equity. In such case, proof of the Successful Bidder's commitment to implement employment equity shall be required prior to the Contract signature. By completing the Federal Contractor's Program for Employment Equity form provided in Annex E, the Bidder can make a quick check of whether they are meeting the bidding requirement of the Program

2.16.2 Supplemental Invoicing Instructions

Upon notification of acceptance of a Detailed Bid and prior to the NCC seeking approval for entering into a Contract with the Successful Bidder, it is a **condition of the Contract** that the Successful Bidder provide the NCC with a completed and signed "Supplier – Direct Payment & Tax Information Form" as provided herein as Annex D3.

2.16.3 Proof of Insurance

Upon notification of acceptance of a Detailed Bid, prior to the NCC seeking approval for entering into a Contract with the Successful Bidder, it is a **condition of the Contract** that the Successful Bidder provides the NCC with proof of insurance provided by the insurer according to the requirements indicated in Article 5.2.

2.16.4 Proof of meeting of Regulations

Upon notification of a Detailed Bid, prior to the NCC seeking approval for entering into a Contract with the Successful Bidder, the Successful Bidder must provide the NCC with proof of licences for acting as agent for leasing on behalf of the NCC, for both provinces of Ontario and Québec

2.16.5 Security Screening of Successful Bidder's Personnel

The National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, therefore the Contractor must ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

For this Contract, it was determined that the NCC shall require Reliability and Site Access status. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence. Refer to Article 5.1 Security.

Pursuant to Article 5.1.2, all of the Successful Bidder's transition personnel for this Contract must obtain the required level of security clearance (Reliability Status) prior to commencement of duties on this Contract (December 19, 2013). Any personnel who have not obtained the proper security access, will not be granted access to the NCC properties or documentation. The Successful Bidder's other personnel assigned to this Contract must obtain the proper level of security clearance prior to the commencement of the Contract on April 1st, 2014, . Any individual who has not obtained the proper level of security clearance will not be granted approvals to work on the Contract until proper access has been granted.

2.16.6 Performance Security

Upon notification of acceptance of a Detailed Bid, and prior to the NCC seeking approval for entering into a Contract with the Successful Bidder, pursuant to Article 5.4, the Successful Bidder shall provide the required performance security to the NCC.

2.17 Rated Requirements – Technical Component

The Technical Bids will be presented in a narrative format and will be rated on experience, suitability, capabilities and financial stability of the Bidder (see Annex C). Overall clarity, completeness and innovation of the submissions will be evaluated for all Detailed Bids that provide the submission requirements.

2.18 Rated Requirements - Financial Component

This part of the Detailed Bid must identify the Bidder's Financial Bid for the Term for the performance of the duties and responsibilities described in this RFP. The Financial Bid is requested to be provided by service type and by property type in accordance with the format of the Fee Structure identified in Annex B Pricing.

2.18.1 Property Management Services

The Bidder is requested to structure its fees for these services as a % of Gross Revenues of the Portfolio. The flat fee rate provided shall cover property management services for all properties in the portfolio including vacant properties that require ongoing security and maintenance management and Annual Building Reviews. Should the NCC require, on an exceptional basis, additional property management services for any Head Leases or Land lease properties within this Portfolio the fees for this service will be negotiated with the Successful Bidder using a most favoured customer approach for like properties managed by the Bidder.

2.18.2 Leasing Transactional Services

The Bidder is requested to structure its fees for these services as a % of Gross Revenues of each lease. The basis for the fees may be varied dependant on the lease types.

The Bidder is requested to structure its fees for renewal services as % of Gross Revenues of each lease for the term of the renewal.

The Bidder is to provide an All-Inclusive fee for additional required administrative services, outside the Leasing Fee, related to amendments, surrenders, sublets, change-in-use, etc.

2.18.3 Project Delivery and Management Services

The Financial Bid must clearly state the basis of fee determination as a % of the approved budget of all Project work undertaken. It should be noted that the NCC makes no commitment for a minimum Operating or Capital Project Plan Budget since most expenses are deemed to be Operating Expenses in nature. Refer to Appendix E, NCC Capitalization Policy for the discussion on Capital Work. For accounting purposes project management fees relating to Capital Work are capitalized.

2.18.4 Optional Services

The Bidder is requested to structure its fees for optional services outlined in Annex A, Section 6. This will not form part of the evaluation but may be used for future negotiations should the NCC choose to include these services in the Contract.

2.19 Explanation of Evaluation Rating and Minimum for Qualification

The selection of the Successful Bidder will be on the basis of the total score (evaluation rating) received by Bidders for the rated requirements of their Detailed Bids (see Annex C – Evaluation Criteria). The scores allocated as a result of the NCC's rating of the Technical Bid and rating of the Financial Bid will be added together for a total score allocated to each Detailed Bid evaluated. The total score will be used to rank the Detailed Bids that qualify and the highest total score will be ranked first.

The Technical Bid will count for 70% of the total score of the Detailed Bid. The Financial Bid will count for 30% of the total score of the Detailed Bid. The evaluation and rating will follow the process outlined below.

A minimum rating of 80% is required, on the Technical Bid portion, for the Bidder to advance to the Financial Bid evaluation.

2.20 Basis of Award

The Detailed Bid with the highest combined rating of the Technical Bid and the Financial Bid will be recommended for award of the Contract. In the event two or more Detailed Bids have the same highest combined rating of Technical and Financial Bid, the Detailed Bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of the Contract.

2.21 Evaluation Process

Responses to this RFP will be evaluated by an evaluation committee made up from representatives from NCC and may include independent private sector resources if required.

The evaluation committee members will point rate the Detailed Bids according to a composite of individual evaluation items (see Annex C) and will determine the degree to which the Detailed Bids meet criteria which emphasize considerations most pertinent to the NCC.

The point score will be agreed by consensus.

The evaluation committee members will assign scores to each Bidder's responses as follows:

- on an assessment of each evaluation item
- on the documents and information contained in the Detailed Bid
- on a consensus among the members of the evaluation committee

The evaluation of each Detailed Bid will follow a three-stage process. The Bidder is to complete Annex B with the proposed fee structures. The three stages are:

2.21.1 Stage One - Submission Requirements

All Detailed Bids will be verified to ensure that all prescribed submission requirements set out in Annex D are met. The Detailed Bids meeting the submission requirements will proceed to the rated requirements stages. The Detailed Bids not meeting the submission requirements may be treated as non-responsive and may not be considered further.

2.21.2 Stage Two - Rated Requirements – Technical Evaluation

Each Detailed Bid complying with Stage One will advance to Stage Two and the Technical Bid will be evaluated and rated (as per Annex C). For the Technical Bid rating, an NCC evaluation committee will undertake a submissions evaluation and rating based on the weighted rating matrix (Annex C – 1.1). For the evaluation, each member of the evaluation committee assigns a score for each of the criteria identified in Table 1 (Annex C – Part 3). The totals of the weighted rating for all criteria are added together to provide the total rating for each Technical Bid. The total rating for each Technical Bid, based on a maximum of 190 points, will then be converted to the 70% allocated to the Technical Bid portion of the total Detailed Bid score.

2.21.3 Stage Three - Rated Requirements – Financial Evaluation

For the Financial Bid rating, the evaluation committee will undertake an evaluation and rating based on the evaluation criteria identified in Annex C-1.2. The Financial Bid representing the lowest total cost, excluding applicable taxes, to the NCC for one year of operation as demonstrated by the Bidder's Financial Bid and tabulated in the Financial Bid Evaluation Model (Annex C) will be awarded the full 30 points allocated for the Financial Bid component of the Detailed Bid and the amount of this lowest total cost becomes the base. Bids that are within a range of 0 – 10% higher will receive a score of 25 points. Bids that are within the range of 11 to 15% higher will receive a score of 22.5 points. Bids that are within the range of 16 to 20% higher will receive a score of 20 points. Bids that are within the range of 21 to 25% higher will receive a score of 17.5 points.

The results of the Technical Bid and the Financial Bid will be consolidated to identify those Bidders that qualified (Annex C – Part 2).

2.21.4 Interview – Optional at NCC discretion

The NCC reserves the right to request that every qualified Bidder attends, at the Bidder's cost, an interview with the NCC evaluation committee. This interview would be an opportunity for the Bidder to present its Technical Bid and/or its Financial Bid to the evaluation committee. Bidders would not be permitted to submit any additional documents at this interview.

The evaluation committee would ask pre-set questions and points of clarification to each Bidder. The interview would be intended solely for clarification purposes and would serve to permit members of the evaluation committee to confirm or modify the point ratings allocated to each Detailed Bid. Bidders are requested to ensure that they will be available for the five days identified in the schedule of events in Article 1.7 for the interviews and the NCC will endeavour to give Bidders five (5) days notice to the specific time/date that their presence will be required for this interview should the NCC request an interview.

2.22 Final Review and Consolidation of Results

Subsequent to the optional interviews the evaluation committee will meet to review and finalize the evaluation and rating of the Technical and Financial Bids and make the recommendation for approval of the Successful Bidder.

3 Part III – NCC PORTFOLIO DETAILS

3.1.1 Description of Portfolio

As of March 31, 2013, the NCC is responsible for the management of approximately 189 properties within this Contract in the National Capital Region, with annual Gross Revenues for Fiscal Year 2012-13 of approximately \$12,363K. The rental portfolio can be described as geographically dispersed, as well as varied in condition and composition. Table 1 herein, shows the actual audited financial results of the NCC's rental properties portfolio for fiscal year 2011-2012 and unaudited financial results for fiscal year 2012-2013 as it applies to the Subject Matter and the Contract in

place for these fiscal years.

Table 1 herein, shows the actual audited financial results of the NCC's rental properties portfolio for fiscal year 2011-12 and unaudited financial results for fiscal year 2012-13 as it applies to the Subject Matter and the Contract in place for these fiscal years.

Table 2 identifies the different types of properties and the number of properties included in the NCC rental portfolio. It also gives an indication of the number of leases to be managed, and the vacancy rate.

Annex A, Schedule C provides a complete listing of all properties and lease status included in the Subject Matter as of March 31, 2013.

Annex A, Appendix L is a map showing the boundaries of the National Capital Region and the boundaries of the local municipalities.

Annex A, Appendix M is a separate document but consists of an attachment to this RFP. It is a map in pdf format that shows the location of the Subject Matter rental properties.

3.1.2 Income and Expenses

Table – 1 – Actual Revenues and Expenses

Revenues and Expenses (\$000,s)		Notes	Fiscal Year 2011-12 Audited				Fiscal Year 2012-13 Unaudited			
			Com	Res	Land	Total	Com	Res	Land	Total
Gross Revenues	Base Rent		6,299	563	2,132	8,994	6,511	580	2,113	9,204
	Vacancies		(381)	(11)	(1)	(392)	(551)	-	-	(551)
	Rental Promotion		(1)	(1)	-	(2)	(61)	(5)	-	(66)
	Property Tax Recoveries		1,793	-	54	1,847	1,659	-	50	1,708
	Operating and Maintenance Recoverable		935	-	-	935	820	-	-	820
	Percentage Rent		1,236	-	-	1,236	1,132	-	-	1,132
	Misc. Income		21	1	-	21	115	1	-	116
	Gross Revenue	(a)	9,901	553	2,186	12,639	9,624	576	2,163	12,363
Operating Expenses	Utilities		1,203	2	4	1,209	1,230	4	3	1,237
	Repairs and Maintenance		1,277	96	13	1,387	1,356	150	14	1,520
	Operating Projects	(b)	170	13	-	183	43	35	-	78
	Landlord and Admin Costs		22	(2)	11	31	40	3	18	60
Total Operating Expenses	(c)	2,672	110	29	2,810	2,669	191	35	2,896	
Capital Expenditures	(d)	393	-	-	393	418	26	-	444	

Notes:

- (a) Realty Tax recoveries are included in Gross Revenues but it is important to note that there are leases where tenants pay realty taxes directly to the municipality in which case there are no realty taxes recovered by the Manager.
- (b) Operating Projects that may be subject to project management fees are discussed Article 5.8.2.
- (c) Operating expenses exclude both management fees and leasing fees. Realty taxes are also excluded since these taxes are paid by the NCC or, in some instances, by tenants billed directly by the municipality and therefore, the payment of realty taxes will not be part of the duties of the Manager.
- (d) Capital expenditures exclude project management fees and NCC managed Capital Work projects. Currently, the average capital budget over the last 3 years has been \$789K. Future year budgets will be confirmed annually by the NCC.

3.2 Description of NCC Rental Portfolio

3.2.1 Overview of NCC Rental Portfolio, Gross Revenues and Vacancy Summary

The following Table 2 describes the type of properties included in the NCC rental portfolio and, for each type, the number of: properties, leases, and Vacancy Rate.

Table 2 – Overview of NCC Rental Portfolio as of March 31, 2013.

Property Type Description (Lease Type)	Portfolio Description	No. of Properties	Lease Count	Vacancy Rate
Commercial	Emphyteutic Agreement	5	3	0%
	Head Lease	54	44	0%
	Mixed-Use Com	5	13	3%
	Multi-Tenant	10	31	12%
	Greenbelt Research Farm	1	5	76%
	Single-Tenant	28	16	24%
Commercial Total		102	107	
Land Total	Land	82	63	2%
Residential Total	Mixed-Use Res	5	42	4%
Grand Total		189	212	

Note 1 Greenbelt Research Farm, 1740 Woodroffe Avenue is listed separately above although it is part of the Multi Tenant Portfolio.

Note 2 In accordance with Article 4.3, the inventory of rental property will fluctuate over the Term of the Contract.

Note 3 The vacancy rate is calculated on the basis of the number of vacant units as a percentage of the total number of leasable units for each property type.

3.2.2 Use of the Listing of Properties and Leases (Schedule C)

Annex A, Schedule C provides a complete listing of all properties and leases included in the Subject Matter as of March 31, 2013. In this Schedule, for each property you will find the property type, the property number, the address, a very brief description, the leasable units within the property, the lease status of each unit, the land area where applicable, the useable area of the premises, and the heritage designation, if any. Please refer to Annex A, Schedule C for these details on each property.

For greater clarity, Common Area, NCC Occupied and Unleasable units generally consist of the following:

- Common Area units consists; space accommodating utilities equipment and mechanical and operating systems; washrooms; janitor and garbage rooms; basement storage areas; space and building areas that are considered common space within the building and not assigned to a specific tenant.

- NCC Occupied refers to spaces including buildings and land that are currently used by the NCC for operational purposes.
- Unleaseable units refer to units for the which NCC is not currently seeking tenants due to a variety of reasons including potential change in vocation or use.

3.2.3 Average Annual Leasing Activity

The following Table 3 provides the potential leasing activity based on recent years results and the lease expiry forecast for fiscal year 2013-14. This information is provided as a guideline only and the NCC cannot guarantee this leasing activity level for any year of the Contract.

Table 3 – Potential Leasing Activity

Property Type	# of Leases	New Leasing	Renewals
Commercial (excl. Mixed-Use Residential)	107	5	10
Land	63	1	4

4 Part IV – GENERAL INFORMATION

4.1 Application

These general terms and conditions contained in this Section will be incorporated, with such changes as may be required by the context, into the Contract that will be entered into between the NCC and the Successful Bidder, if any, for the Request for Proposal (RFP) issued under **NCC File No. AL1428**. Such Contract will also incorporate each and every one of the services to be performed and the standards of performance as described in this RFP, together with any matters arising from the content of the successful Detailed Bid, if any. However, the NCC reserves the right to modify the manner in which such obligations and standards of performance are expressed in the final Contract.

Since this Request for Proposal involves properties or activities situated in the Province of Québec as well as in the Province of Ontario, the general terms and conditions contained in this Section, required services and standards of performance will be modified or supplemented to the extent necessary to comply with the requirements of the civil code of Québec for those properties or activities in Québec.

4.2 Terminology and Definitions

In the Contract, the following words, when presented with the first letter in upper case shall have the corresponding meaning:

"Act" means the National Capital Act, R.S.C. 1985, c. N-4 as amended.

"Applicable Laws" means, at any time, with respect to any person, property, transaction or event, all then applicable laws, by-laws, statutes, regulations, treaties, judgements, decrees and (whether or not they have the force of law) all then applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or persons having authority over any of such person, property, transaction or event and includes all Environmental Laws and employment standards laws and regulations.

"Arrears" means the Tenants Receivables less Allowance For Doubtful Debt as recorded on the Balance Sheet.

"Bidder" means the party submitting a Detailed Bid in response to this RFP.

"Bilingual" means in both Official Languages of Canada (English and French).

"Business Day" means, with respect to properties situated in or services performed in the Province of Québec, any day, other than Saturday, Sunday, or any statutory holiday in the Province of Québec; and with respect to properties situated in or services performed in the Province of Ontario and in respect of obligations to be performed by the NCC, any day, other than Saturday, Sunday, or any statutory holiday in the Province of Ontario.

"Business Hours" means the hours between 8 am and 5 pm on any Business Day.

"Capital Budget" means a budget for proposed Capital Expenditures for NCC assets, including all applicable taxes, prepared by The Successful Bidder in accordance with the reporting requirements of the Contract, and submitted to the NCC for approval pursuant to Annex A, section 5.1

"Capital Expenditures" means all costs chargeable to the Capital Budget for Capital Work in accordance with the NCC's Capitalization Policy provided herein as Appendix E.

"Capital Work" means all construction, rehabilitation and replacement work required during the Term that meet the description and minimum cost amount provided in the NCC Capitalization Policy.

"Commission" means the National Capital Commission (NCC).

"Contract" means a contract entered into between the Successful Bidder and the NCC, incorporating, *mutatis mutandis*, all of these general terms and conditions set out in this Section, all of the specific services and standards of performance set out in this RFP, all addendum, its Annexes, Schedules and any other matters arising out of the successful Bidder's Detailed Bid and accepted by the NCC, if any.

"Contract Manager" means the NCC employee or delegate whose function is to monitor the Contract on behalf of the NCC as set out in Article 4.16.1.

"Detailed Bid" means the proposal submitted by the Bidder on July 31, 2013 in response to and in compliance with the RFP.

"Environmental Laws" means all applicable federal, provincial, regional, municipal or local laws in effect and updated at any time during the Term with respect to environmental or occupational health and safety matters contained in statutes, regulations, rules, ordinances, policies, guidelines, orders, approvals, notices, permits or directives having force of law.

"Event of Insolvency" means any of the following events:

- if proceedings are instituted by or against The Successful Bidder to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against the Successful Bidder, the Successful Bidder acquiesces in such proceedings, or the Successful Bidder has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any future bankruptcy or insolvency act or any other present or future law relating to bankruptcy, insolvency or other relief for debtors;
- if a court of competent jurisdiction enters an order, judgment or decree approving a petition or proceedings filed against the Successful Bidder seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under the present or future law relating to bankruptcy, insolvency, or other relief for or against debtors
- if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Successful Bidder

"FAA" means the Financial Administration Act, R.S., 1985, c. F-11.

"Force Majeure" means any of the following events which (i) prevents the performance by the Successful Bidder of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the Successful Bidder: acts of God, earthquakes, tidal waves, hurricanes, windstorms of extreme violence or intensity, other exceptional climatic condition of extreme violence or intensity, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of Utilities, strikes or other labour disruptions, shortage of and inability to procure labour,

materials and supplies (after best efforts have been made by the Successful Bidder to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities. With respect to: partial or entire failure of Utilities, strikes or other labour disruptions, shortages of and inability to procure labour, materials and supplies, or orders, legislation, regulations and directives of any governmental authorities, an increase in the cost on an annual basis of any such factor of less than twenty-five per cent (25%) compared to the amount budgeted for such factor in any approved payment schedule, or a delay of less than two weeks in the time for performance of any services required under the Contract, shall be deemed not to be, and shall not be claimed to constitute an event of Force Majeure.

"Gross Revenues" means base (minimum) rent, percentage rent and operating and maintenance expense prepayments and recoveries, including realty tax recoveries, collected for the NCC by the Successful Bidder under the conditions of this Contract but excluding the Ontario Harmonized Sales Tax (OHST), Goods and Services Tax (GST) and Quebec Sales Tax (QST).

"Gross Basic Rent" for payment purposes, the NCC will pay an all-inclusive management fee based on basic rent less the cost of vacancies and excluding the Ontario Harmonized Sales Tax (OHST), Goods and Services Tax (GST) and Quebec Sales Tax (QST).

"Hypothec" means, for properties located in the province of Québec, a conventional hypothec, a legal hypothec, a prior claim pursuant to the Civil Code of Québec or any other real right.

"Landlord" means the NCC with respect to lease agreements.

"Lien" means, for properties located in the province, a mortgage, charge, option (excluding any option to reduce, expand or lease in respect of any lease or any right of extension or renewal of the term of any lease), legal hypothec tax lien, statutory lien, construction lien, material man's lien or charge or encumbrance of any kind.

"Management Fee" means all fees chargeable by the Successful Bidder calculated pursuant to Annex B.

"Manager" means the Service Provider or Successful Bidder that, upon contract award, will enter into a Contract, for these services, with the NCC.

"National Capital Region" or "NCR" has the meaning ascribed thereto in the Act.

"NCC" means the National Capital Commission.

"NCC Records" means any records in the custody of the NCC in existence on the commencement date of the Term, pertaining to the subject matter and all information, data and records prepared by the Successful Bidder during the term in relation to the subject matter and all reports of same including any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, videotape, digitally recorded data, and any other documentary material, regardless of physical form or characteristics.

"Operating Budget" means a budget for Operating Expenses including all necessary Harmonized Sales taxes (OHST), Federal Goods and Services Tax (GST) and Quebec Sales Taxes (QST) prepared by the Successful Bidder in accordance with the reporting requirements of the Contract, and submitted to the NCC for approval pursuant to Annex A.

"Operating Expenses" means all costs chargeable to the Operating Budget, more specifically, expenses that benefit the current period and are made for the purpose of marketing and leasing NCC rental property, including leasing and management fees, fulfilling the Landlord's obligations and maintaining assets in satisfactory operating condition and including Operating Projects. A routine repair or replacement of a part of the asset that has been worn out is an expense of the current accounting period. These expenses do not enhance the service potential of the asset beyond the original estimate, but rather represent normal maintenance costs.

"Operating Project" means non-recurring repair or maintenance work that permits the asset being repaired or maintained to achieve its original performance and life expectancy but the type of repair or maintenance work does not meet the description of Capital Work provided in the NCC Capitalization Policy. The delivery of the work requires project management tasks to define, plan, organize, supervise and approve the repair and maintenance work.

"Person" means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body. It includes tenants, their employees, patrons and contractors.

"Proposal" means the Detailed Bid submitted by the Bidder on July 31, 2013 in response to and in compliance with the RFP.

"Quasi-Government" refers to entities such as The City of Ottawa, Ville de Gatineau and local school boards.

"Real Estate Management Services" means all the services to be provided by the Successful Bidder in conformity with the standards of performance contained in this Contract. These services shall include but not be limited to, property management, lease administration, leasing, project management and shall include financial and accounting services as part of these functions.

"Request for Proposal" or "RFP" means the request for proposals and addenda, if any, issued by the NCC pursuant to **NCC File No. AL1428**.

"Service Provider" means the Successful Bidder that, upon contract award, will enter into a Contract, for these services, with the NCC.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of the Service Provider's tasks related to the Contract. They will be paid by the Service Provider directly.

"Subject Matter" means the lands, buildings, moveable assets and the Real Estate Management Services related thereto, to be performed pursuant to the Contract.

"Successful Bidder" means the Bidder having submitted the Detailed Bid for which the NCC will be recommending for approvals, as necessary, to award a Contract pursuant to this RFP, if any.

"Tenant" means a person who is a lessee, occupant, sub-tenant, under-tenant, assignee and all heirs, administrators, successors and legal representatives of the lessee.

"Tenant Credits" or "Tenant Inducements" or "Rent Abatements" means a concession granted by and approved by the Landlord that offsets the payment of rent or the repayment of operating or capital costs by the tenant.

"Term" means the period commencing April 1, 2014 and terminating March 31, 2019, as may be extended as provided in Article 1.5.

"Treasury Board" means the Treasury Board Cabinet Committee of the Queen's Privy Council of Canada.

"Utilities" means publicly and non-publicly distributed services including as energy (electricity, oil, gas, and steam), water supply, and storm-water services.

"Year" means a period during the Term extending from April 1 to March 31 in the next calendar year.

4.3 Permitted Alterations to the Contract and Contract Scope

4.3.1 NCC Termination Right

Pursuant to Section 40 of the FAA, it is a term of every contract for the payment of any money by the NCC, that payment under the Contract is subject to there being a parliamentary appropriation for the fiscal year in which any commitment under the Contract is due and payable. If there is no parliamentary appropriation, the NCC shall have the right to deliver 90 days notice in writing to the Successful Bidder terminating the Contract in its entirety.

4.3.2 Withdrawal of Lands, Services or Standards

The NCC reserves the right to withdraw any part of the Subject Matter and/or to reduce the Services of the Successful Bidder and the standards of performance in respect of the Subject Matter of the Contract at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than sixty (60) days, unless a shorter notice period is mutually agreed upon, after the deemed delivery date of the written notice.

If the NCC elects to withdraw any part of the Subject Matter and/or to reduce standards of performance in respect of the Subject Matter, then the Successful Bidder shall be relieved of any further rights or obligations hereunder in respect of such part of the Subject Matter and the performance of the Real Estate Management Services in respect of such part of the Subject Matter, including without limitation the right to recover any part of the Management Fee that would otherwise have been payable to the Successful Bidder in respect of such withdrawn lands or services, or diminished standards of performance.

The Successful Bidder acknowledges that should the NCC withdraw any part of the Subject Matter, or diminish standards of performance in respect of the Subject Matter, then the Successful Bidder will have no recourse or any entitlement to damages or any other remedies pursuant to the Contract or otherwise in respect of such decision made by the NCC.

4.3.3 Addition of Lands, Services or Standards

The NCC reserves the right to increase (a) the number of residential properties, (b) the number of leasable commercial units, (c) the number of land properties on an unlimited basis, and/or (d) services and/or standards of performance to the Subject Matter, and the Successful Bidder shall assume responsibility of such properties or units, services and standards pursuant to the terms of the Contract within thirty (30) days of receipt of written notice from the NCC, unless a shorter notice period is mutually agreed upon.

4.3.4 Properties for Disposal or Exchange or Development

Although the Successful Bidder is responsible for the day-to-day management of properties in the Portfolio, the NCC may, at times, be pursuing the disposal of certain properties or be negotiating land exchanges with other levels of government. The NCC will inform the Successful Bidder of its activities and the Successful Bidder is expected to assist the NCC by providing current lease information or by arranging for showings to prospective buyers. The NCC may also be negotiating development agreements on various properties. The Successful Bidder is expected to continue managing the properties and leases until the development agreements are finalized and is expected to assist the NCC by providing current lease information and by communicating with existing tenants on related matters. The Successful Bidder is expected to manage new ground or head leases resulting from development agreements.

4.4 Extended Meanings

4.4.1 Extended Meanings

Unless otherwise indicated, references to Articles, Sections and Recitals are to Articles, Sections and Recitals in the Contract. Changes in grammar, gender, number and syntax required by the identity, structure or nature of the parties shall in all cases be assumed as though in each case fully expressed.

4.4.2 Governing Laws

For those parts of the Subject Matter situate in the Province of Ontario, the substantive requirements of the laws of the Province of Ontario shall apply, subject to any applicable federal laws. For those parts of the Subject Matter situate in the Province of Québec, the substantive requirements of the laws of the Province of Québec shall apply, subject to any applicable federal laws. Notwithstanding the foregoing, the rights of the respective parties pursuant to the Contract shall be governed by the laws of the Province of and the laws of Canada, as applicable.

4.4.3 Currency

It is a requirement that all monetary amounts in the Contract are stated and shall be paid in Canadian dollars.

4.4.4 Severability of Provisions

Each of the provisions contained in the Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

4.4.5 Entire Contract

When duly executed by the Successful Bidder and the NCC, the Contract shall constitute the entire contract between the parties pertaining to the Subject Matter. There shall be no warranties, representations or agreements between the parties in connection with such Subject Matter except as specifically set forth or referred to in the Contract. All the provisions of the Contract shall be construed as covenants and agreements. Except as expressly provided in the Contract, no amendment, or waiver of any provision of such agreement shall be binding unless executed in writing

by the parties, along with an accepted formal Change Order processed against the Contract, to be bound thereby. No waiver of any provision of the Contract shall constitute a waiver of any other provision and no waiver of any provision of the Contract shall constitute a continuing waiver unless otherwise expressly provided.

4.4.6 Headings & Table of Contents

The inclusion of headings and table of contents in the Contract is for convenience of reference only and shall not affect the construction or interpretation of the Contract.

4.4.7 Canadian Accounting Standards for Private Enterprises (ASPE)

Unless provided to the contrary herein, whenever reference is made in the Contract to the provision of financial statements, the preparation and delivery of financial information, or any matters ancillary thereto, the financial information shall be prepared in compliance with, and with consistent application of, the Accounting Standards for Private Enterprises (ASPE) as they are set out in the Institute of Chartered Accountants (CICA) Handbook, as revised from time to time. Any reference to accounting principles or standards contained in the Contract shall be deemed to be a reference to those standards as they are set out in the Canadian Institute of Chartered Accounting Handbook, as revised from time to time.

4.4.8 Schedules & Materials Incorporated by Reference

All Schedules, all appendices and annexes thereto, and all other reference materials referred to in the Contract are incorporated within and constitute integral parts of the Contract.

4.4.9 Compliance with Applicable Laws

The Successful Bidder shall comply with all Applicable Laws and shall immediately comply with any demand contained in any request or notice delivered by the NCC in respect of Applicable Laws as it relates to the Real Estate Management Services and the Subject Matter of the Contract, the costs of which shall be treated as Operating Expenses. Without limiting the generality of the foregoing, the Successful Bidder shall, at its cost, comply with the provisions of employment law statutes for building Successful Bidders.

4.5 Business Practices

The NCC is diligent in how it conducts its business. It is committed to a spirit of fairness, transparency and integrity. This high regard it places on these values guides its personnel in the day-to-day discharge of their duties. NCC employees are expected to act in the best interests of the public, respect their commitments and uphold the public trust.

In doing this, they:

- act and negotiate in good faith on behalf of the NCC
- work within the law
- speak honestly
- use processes that are visible to all
- act in a fair and considerate manner
- deal with people equitably and with civility

- seek, consider and value input
- accept the consequences of their actions

The Successful Bidder must agree not to conduct, and to use its best efforts to restrain all other Persons entitled to use the Subject Matter or any part or parts thereof from conducting, any of the following businesses or methods of doing business on or from the Subject Matter, and further agrees to include the wording of this Article in any agreements granting the use of the Subject Matter or any part or parts thereof:

- any business which, because of the merchandising methods likely to be used, would adversely affect the reputation of the Subject Matter and/or the NCC
- an operation in any line of merchandise or service which makes a practice of unethical or deceptive advertising or selling procedures
- an operation in any line of merchandise or service which, because of the character of the merchandise or service, would adversely affect the reputation of the Subject Matter and/or the NC
- any business practice which, whether through advertising, selling procedures or otherwise, may adversely affect the Subject Matter or the reputation of the NCC, or may reflect unfavourably on the Subject Matter or the NCC, or which may confuse, mislead or deceive the public

4.6 Assignment and Subcontracting

This Contract may not be assigned without the written consent of the National Capital Commission, and neither the whole nor any part of the work may be subcontracted by the Successful Bidder without the consent of the NCC. Every subcontract shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto.

4.7 Co-operation with other Contractors

The Successful Bidder will co-operate fully with other contractors or workers sent onto the site of the work by the NCC. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Successful Bidder when entering into the Contract, and if, in the opinion of the NCC, the Successful Bidder has incurred additional expense by such action, and if the Successful Bidder has given written notice of claim within thirty days of such action, the National Capital Commission will reimburse the cost of such additional expense to the Successful Bidder.

4.8 Contracting with Third Party Suppliers

In addition to Annex A, Section 5.9 Subcontractor Management, the following shall apply:

4.8.1 Authority Linked to Approved Budgets

The Successful Bidder shall not have, and shall not represent to any third party that it has, any authority to commit the NCC to any expense or expenditure or to enter into any Contract on behalf of the NCC unless:

- Such expense or expenditure or agreement is made pursuant to an Operating Budget or a Capital Budget which has been approved by the NCC pursuant to Annex A, Section 5.1.

or

- Such work is required to be performed by reason of an emergency situation (which is a situation that if not remedied without delay, would result, in the reasonable opinion of the Successful Bidder, in damage or further damage to any part or parts of the Subject Matter or in risks to the health and safety of tenants and their employees and patrons) in which event the Successful Bidder is hereby authorized to proceed with such work as is reasonably deemed by the Successful Bidder to be necessary for the protection and preservation of such Subject Matter, provided however, that such expenses or expenditures may not extend beyond a reasonable period of time from the time of the occurrence unless otherwise approved by the NCC

Notwithstanding the foregoing, the Successful Bidder shall not have, and shall not represent that it has, the authority to pledge the credit of the NCC nor purport to create any security interest in any property of the NCC in favour of a third party.

4.8.2 Prohibition

The Successful Bidder shall not incur any expenses or expenditures or enter into any agreement on behalf of the NCC except on an arm's length basis.

4.8.3 Agent for NCC

Subject to the limitations imposed in Articles 4.8.1, all debts and liabilities to third persons incurred in the performance of the Real Estate Management Services identified in the Contract shall be the debts and liabilities of the NCC, save and except for those debts and liabilities incurred in respect of the matters set out in Article 5.9 or such other matters that are related to the Successful Bidder's internal operations, which debts and liabilities shall be exclusively for the account of the Successful Bidder.

4.8.4 Competitive Pricing Thresholds

For any expenses or expenditures of the type identified in the Operating Budget and the Capital Budget submitted pursuant to Annex A, Section 5.1 and this Article, and notwithstanding that such budget has been approved by the NCC, where the anticipated amount of the expense or expenditure to be incurred or liability under the agreement to be entered into exceeds the thresholds set out immediately below, then the Successful Bidder will not be entitled to incur such expense or expenditure or enter into such agreement unless the Successful Bidder first complies with the corresponding mechanism to ensure competitive pricing and lowest price to the NCC:

For all individual expenses or expenditures exceeding \$5,000, but less than \$25,000	Not less than three bids
For individual Operating and Capital Expenditures exceeding \$25,000	Complete Tender Process

To ensure compliance with this provision the NCC shall be entitled to perform spot audits of the Successful Bidder's business records to satisfy itself that the above competitive practices are being used.

For any amount of any expenses or expenditures not identified in the Operating Budget and the Capital Budget submitted pursuant to Annex A, Section 5.1, the Successful Bidder shall obtain NCC approval prior to incurring such expense or expenditure.

The NCC reserves the right to modify these amounts at its sole discretion and without prior notice.

4.8.5 Applicability of Construction Lien Legislation

The NCC declares that provincial construction lien legislation does not apply to the NCC, or its lands, as it is an agent of Her Majesty the Queen in Right of Canada, and property of the NCC is deemed to be property of Her Majesty. The Successful Bidder shall ensure that there will be an acknowledgment in all its contracts with contractors that the provincial lien legislation does not apply with respect to any work performed under the Contract and that Successful Bidder shall not register any liens on the NCC lands.

4.9 Auditing, Recording Reporting and Approval Requirements

4.9.1 Records of Activities and Transactions

The Successful Bidder shall keep and maintain at its office, full and complete information, data and records of its activities and all financial transactions related to the management and operation of the Subject Matter.

4.9.2 Reports Format and Content

The Successful Bidder shall provide all reports described in the reporting requirements set out in Appendix C and Appendix D.

4.9.3 Audited Financial Statements

The Successful Bidder shall provide a set of audited financial statements to March 31 for every year covered by the Contract, including the final year. This requirement is explained in greater detail in Article 5.6.

4.9.4 Segregation of NCC Transactions and Activities

The information, data, records and reports contemplated herein must isolate those activities and financial transactions related to the management of the Subject Matter from any other activities and financial transactions involving the Successful Bidder. The Successful Bidder shall ensure that proper controls are in place in respect of the receipt, recording and reconciliation of rental and other payments including segregation of duties between the Successful Bidder employees, to ensure the security of such rental and other payments. It is understood by the parties that the finance and accounting procedures may have to be customized to meet the NCC's requirements, at time of Contract Award.

4.9.5 Default in Maintenance of Records or Production of Reports

In the event that:

- the Successful Bidder fails to maintain the information, data and records referred to in Article 4.9.1 in the manner stipulated

- the Successful Bidder fails to deliver the reports required in Appendix C and Appendix D
- the Successful Bidder's records are insufficient to permit a determination of Gross Revenues of any type whatsoever generated by the Subject Matter amounts expended on Operating Expenses or Capital Expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Successful Bidder

Then, in addition to any other rights the NCC may have, the NCC may, at the NCC's option on not less than one Business Day notice choose and employ an auditor to examine the books and records of the Successful Bidder and obtain such other information as may be available to the NCC in order to enable the auditor to establish Gross Revenues generated by the Subject Matter, amounts expended on Operating Expenses or Capital Expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Successful Bidder, and cause statements thereof (the "Caused Statements") to be prepared and audited. The Successful Bidder shall fully cooperate with the auditor of the NCC and make all of its records available to the auditor.

In this event, the Successful Bidder shall repay to the NCC, forthwith, any excess amount that may have been paid by the NCC on account of Operating Expenses or Capital Expenditures and/or any fee or other compensation paid or to be paid to the Successful Bidder based upon such Caused Statements, and shall reimburse the NCC, forthwith, for all costs incurred in relation to the preparation of such Caused Statements.

4.9.6 NCC's Audit

The NCC, or the NCC's auditor may, on twenty-four (24) hours prior notice in writing and during ordinary business hours, inspect, take extracts from, audit and review all the books and records of the Successful Bidder and obtain such other information as may be available to the NCC in order to enable the auditor to review the segregation of NCC's transactions and activities, to establish Gross Revenues generated by the Subject Matter, amounts expended on Operating Expenses or Capital Expenditures, or any computation or matter relevant to the determination of any fee or other compensation paid or to be paid to the Successful Bidder. These rights are extended to the NCC throughout the Term and for a period of twenty-four months after the expiration of the Term, including renewal periods. The Successful Bidder shall fully cooperate with the auditor of the NCC and make all of its records available to the auditor.

4.9.7 Variation in Audits

4.9.7.1 Reconciliation of Inconsistent Statements

In the event that the Successful Bidder provides to the NCC the audited financial statement required pursuant to Article 4.9.3 and the detailed reporting requirements of Appendix C and Appendix D for a particular NCC fiscal year during the Term, and the NCC performs or has performed an audit for such fiscal year and such audit should disclose discrepancies the respective auditors acting in good faith cannot resolve between them, then the NCC may name three independent auditors from which the Successful Bidder shall forthwith select one independent auditor whose determination will conclusively decide the issue.

4.9.7.2 Compensation

In the event the independent auditor establishes that the NCC has made an overpayment of any kind whatsoever owing to an error in any statements or reports provided to the NCC, then the

Successful Bidder shall forthwith pay to the NCC the amount thereof. If the deviation is more than two and one half (2½%) per cent of the lower amount, then the Successful Bidder shall also pay to the NCC, as an administration fee, 15% of the costs of the audit and all costs of the independent auditor.

4.9.8 NCC Records

4.9.8.1 Ownership

The NCC retains ownership of all NCC Records at all times.

4.9.8.2 Privacy Act

The NCC is subject to the Privacy Act of Canada. The purpose of this Privacy Act is to extend the present laws of Canada that protect the privacy of individuals with respect to personal information about themselves held by a government institution and that provide individuals with a right of access to that information. The Privacy Act gives Canadian citizens, and all people living in Canada, the right to access information that is held about them by the federal government. The Act also protects against unauthorized disclosure of that personal information and controls how the government will collect, use, store, disclose and dispose of any personal information.

4.9.9 Access to Information Act

The NCC is subject to the Access to Information Act of Canada. Its purpose is to extend the present laws of Canada to provide a right of access to information in records under the control of a government institution in accordance with the principles that government information should be available to the public, that necessary exceptions to the right of access should be limited and specific and that decisions on the disclosure of government information should be reviewed independently of government. The Access to Information Act gives Canadian citizens, and all people or corporations in Canada, the right to access federal government records that are not personal.

4.9.9.1 Control

Notwithstanding that the Successful Bidder may be permitted to use and keep current the NCC Records, the NCC shall at all times have control over such files without regard to their location.

The Successful Bidder agrees that the NCC shall have unrestricted access to the NCC Records during the Term and shall co-operate fully with the NCC in respect of the performance of any obligation imposed in respect of the NCC Records by the Access to Information Act (Canada), the Privacy Act (Canada), or any other element of Applicable Law.

Without limiting the generality of the foregoing, upon payment by the NCC of any required license fee, the Successful Bidder shall grant the NCC unlimited computerized access on a “read only” basis to the Successful Bidder’s computerized system as it relates to the Subject Matter and the NCC shall be permitted to download and/or print information, data and reports from the said system.

4.9.9.2 Custody

During the Term, the Successful Bidder shall have custody and use of those NCC Records routinely located in premises situated within the land contained within the Subject Matter. During the Term the NCC shall have custody of those NCC Records that are situated at 40 Elgin Street, Ottawa,

Ontario, or at any other facility under the direct control of the NCC. The Successful Bidder must provide for the security and protection of records and information under its custody in accordance with the Access to Information (Canada) Act and the Privacy Act.

4.9.9.3 Access by Successful Bidder

During the Term, subject to the Access to Information Act (Canada), and the Privacy Act (Canada), and provided that it is necessary to the performance of any Real Estate Management Duties, the NCC shall permit the Successful Bidder to have access to and make copies of the NCC Records in the custody of the NCC.

4.9.9.4 Maintenance of NCC Records

The Successful Bidder agrees, in respect of those NCC Records in its custody, that throughout the Term it shall, at its sole cost and expense:

- take such measures as a prudent owner would to protect such NCC Records from damage, destruction, loss or theft
- segregate its own files from the NCC Records in the Successful Bidder's custody
- regularly update such NCC Records to ensure their completeness, accuracy and utility
- backup or duplicate such NCC Records weekly and maintain them in a secure off-site facility other than the office of the Successful Bidder

4.9.9.5 Confidentiality

The Successful Bidder agrees to ensure the confidentiality of the NCC Records and information contained therein which are in the Successful Bidder's custody. The Successful Bidder hereby indemnifies and agrees to save the NCC harmless from any claim or loss of any kind whatsoever arising out of any breach of the obligation set out in this Article.

4.9.9.6 Return of NCC Records on Termination

Three months prior to the expiry of the Term, the Successful Bidder shall provide NCC unlimited access to its records, updates thereto, and all original leases or agreements created during the Term to the custody of the NCC and on the expiry of the Term or earlier termination of the Contract, the Successful Bidder shall return the NCC Records, updates thereto, and all original leases or agreements created during the Term to the custody of the NCC or to the custody of a new Successful Bidder if directed to do so by the NCC.

4.10 Financial Matters

4.10.1 Limitation on NCC's Financial Liability

The only amount which the NCC will be obliged to pay to the Successful Bidder or otherwise in respect of the obligations created by the Contract is the total of specific amounts stipulated herein subject to any other amounts mutually agreed upon in writing by the parties. For greater certainty, but without restricting the generality of the foregoing, the NCC shall have no obligation, and the Successful Bidder shall not represent to third parties that the NCC has any such obligation, on account of the reimbursement of costs associated with the employees of the Successful Bidder

including overhead costs, administrative expenses, salaries and benefits as further detailed in Article 5.8 and Article 5.10.

4.11 Conflicts of Interest

4.11.1 Compliance with Post-Employment Rules

The Successful Bidder agrees to co-operate fully with the NCC in monitoring and ensuring compliance with the conflict of interest and post-employment code rules promulgated from time to time by the Treasury Board of Canada Secretariat and/or the NCC.

4.11.2 Prohibited Transactions

4.11.2.1 Contracting With NCC Employees

The Successful Bidder agrees that it shall be absolutely prohibited from contracting with, entering into leases for any part or parts of the Subject Matter, or in any other way entering into a commercial arrangement with any individual that is an employee, officer, member or commissioner of the NCC or any of its advisory committees.

4.11.2.2 Contracting With Related Corporations

The prohibition set out in Article 4.11.2.1 extends to any contract or commercial arrangement with a corporation or other business organization in which an NCC employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or in any other way related, as defined in the Canada Business Corporation Act.

4.11.2.3 Exception

The prohibition in Article 4.11.2.2 does not apply to contracts or leases with corporations the shares of which are publicly traded, provided that the only relationship that exists between the employee, officer, member or commissioner of the NCC or any of its advisory committees, as the case may be, and such corporation is that of a non-controlling shareholder.

4.11.2.4 Leasing to Successful Bidder's Employees or Related Corporations

Unless otherwise approved in writing in advance by the NCC, the Successful Bidder agrees that it shall be absolutely prohibited from entering into leases for any part or parts of the Subject Matter, with (i) any individual that is an employee, officer, director or shareholder of the Successful Bidder, (ii) any individual that is an employee, officer, director or shareholder of any corporation or other entity related to or affiliated with the Successful Bidder; or (iii) any corporation or other entity related to or affiliated with the Successful Bidder.

4.11.2.5 Disclosure of Conflict of Interest

The provision of a statement of conflict of interest by the Successful Bidder is a requirement for the Contract (see Annex D2).

4.12 Indemnification

4.12.1 Liability for arrears and accounts receivable

The Successful Bidder shall not be financially liable to the NCC for any arrears or accounts receivable in respect of the Subject Matter save and except when such arrears or accounts receivable arise from the failure of the Successful Bidder to fulfill its obligations under the Contract.

In such instance, the NCC reserves the right, in its sole discretion, to recover amounts owing from the Successful Bidder by any method available under the Contract and/or in law, including but not limited to by means of invoice or set-off. In the event the Successful Bidder is invoiced, payment by the Successful Bidder shall be made within thirty (30) days of the receipt of an invoice from the NCC.

For greater clarity, but without limiting the generality of the foregoing, the Successful Bidder shall be financially liable in the following circumstances:

- i. a tenant withholding rent due to the failure of the Successful Bidder to fulfill its obligations under the Contract;
- ii. a decision or order of a court, tribunal or other body having jurisdiction over the tenancy for an abatement or forgiveness of rent, or other financial loss to the NCC due to the failure of the Successful Bidder to fulfill its obligations under the Contract;
- iii. an abatement or forgiveness of rent or other financial loss incurred by the NCC under a settlement (whether formal or informal) between the tenant and the NCC in resolution of the arrears or accounts receivable arising from the failure of the Successful Bidder to fulfill its obligations under the Contract.

This Article does not limit in any way the Successful Bidder's obligation to diligently collect the said arrears and accounts receivable as set out in Annex A, Section 2.4.

4.12.2 Indemnification and Release by Successful Bidder

Subject to the limitation set out in Article 4.12.1, the Successful Bidder shall indemnify and save the NCC harmless in respect of any action, claim, cause of action, suit, debt, cost, expense or demand, at law or in equity, arising by way of any breach by the Successful Bidder, its employees, servants, agents or Persons for whom it is in law responsible, of any of the provisions of the Contract, or action taken by the Successful Bidder outside the scope of its authority hereunder or by reason of the wrongful or negligent act or omission of any nature of the Successful Bidder, or of its employees, servants, agents or Persons for whom it is in law responsible. This indemnification shall continue, notwithstanding the expiry or termination of the Contract, in respect of any cause of action or damages which arise directly or indirectly hereunder during the Term.

The Successful Bidder hereby releases all of the NCC's servants, agents, employees, contractors and those for whom the NCC is in law responsible, from all liabilities, claims, actions, damages, loss and expenses of any kind, in respect of or arising from any breach by the Successful Bidder, its employees, servants, agents or Persons for whom it is in law responsible, of any of the provisions of the Contract, or any action taken by the Successful Bidder outside the scope of its authority hereunder or by reason of the wrongful or negligent act or omission of the Successful Bidder.

The Successful Bidder further acknowledges that every indemnity, exclusion of liability, and waiver of subrogation contained for the benefit of the NCC herein or in any insurance policy required to be maintained by the Successful Bidder hereunder, shall extend to and benefit all of the NCC's servants, agents, employees, contractors and other Persons for whom the NCC is in law responsible.

4.12.3 Indemnification and Release by NCC

The NCC shall indemnify and save the Successful Bidder harmless in respect of any action, claim, cause of action, suit, debt, cost, expense or demand, at law or in equity, arising by way of any breach by the NCC, its employees, servants, agents or Persons for whom it is in law responsible, of any of the provisions of the Contract, or arising out of an action taken by the Successful Bidder at the direction of the NCC, or by reason of the wrongful or negligent act or omission of any nature of the NCC, or of its employees, servants, agents or Persons for whom it is in law responsible.

4.13 Prohibition on Assignment

4.13.1 Outright Assignment Prohibited

The Successful Bidder shall not assign any of its rights and benefits, or any of its duties or obligations hereunder or arising out of this Contract without the prior written consent of the NCC, which consent may be arbitrarily withheld.

4.13.2 Exceptions

Notwithstanding the provisions of Article 4.13.1, the Successful Bidder may assign its interest in the amounts to be paid by the NCC to the Successful Bidder hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Successful Bidder being in good standing hereunder at the time of such assignment as security.

4.14 Termination

4.14.1 Termination

The Contract shall terminate on the expiry of the Term, or on the expiry of any extension periods, subject to the occurrence of an Event of Insolvency or any other default hereunder, where the NCC, in addition to such other remedies that it may have hereunder or at law or in equity, may elect to terminate the Contract.

4.14.2 Deliveries on Termination

On expiry of the Term or earlier termination of the Contract:

The Successful Bidder shall within ten (10) days thereof deliver a final accounting and within 45 days thereof deliver audited financial statements to the NCC;

- deliver all the reports required in the Contract in accordance with the contents description, format and timing of delivery stipulated in Appendix C herein
- immediately surrender to the NCC all NCC Records in accordance with Article 4.9.9.6

- immediately return to the NCC or to a new Successful Bidder if directed to do so by the NCC, all moveable property owned by the NCC that is not in use in any of the leased properties together with an inventory of all moveable property that is part of the Subject Matter

4.14.3 Rights on Termination

Any termination of the Contract shall release the parties from any further obligations hereunder except rights and obligation in respect of amounts owing, or to remedies with respect to any defaults or to matter with respect to which indemnities have been given hereunder.

4.15 Default Provisions

4.15.1 Default

If the Successful Bidder:

- fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in the Contract on the part of the Successful Bidder to be kept, performed or observed and such failure shall continue for, or shall not be remedied within the period of thirty (30) days after written notice of such failure is given to the Successful Bidder
- suffers an Event of Insolvency
- purports to make any transfer or assignment of the Contract other than in compliance with the terms of the Contract

Then, the NCC shall have the following rights and remedies, which are cumulative and not alternative, and are in addition to and not in substitution for any rights or remedies that the NCC may have hereunder and/or pursuant to Applicable Law:

- to remedy or attempt to remedy any default of the Successful Bidder under the Contract for the account of the Successful Bidder. The NCC shall not be liable to the Successful Bidder for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such default and the Successful Bidder shall pay to the NCC all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, together with all of the NCC's reasonable administrative expenses
- to recover from the Successful Bidder all damages and expenses incurred by the NCC as a result of any breach by the Successful Bidder
- to terminate the Contract without further notice to the Successful Bidder

4.15.2 Appointment of Receiver (in Ontario) and Administrator (in Québec)

4.15.2.1 In Ontario

Notwithstanding anything herein contained, it is declared and agreed that, at any time and from time to time, when there shall be default under the provisions of the Contract and the NCC shall have exercised any of its rights hereunder, the NCC may also appoint by writing a receiver (which shall include a receiver and Successful Bidder) of the Contract and the NCC shall be deemed to be acting as the agent or attorney for the Successful Bidder. Upon the appointment of any such receiver or receivers from time to time, the following provisions shall apply:

- Every such receiver shall be the irrevocable agent or attorney of the Successful Bidder for the collection of all Gross Revenues being generated in respect of any use of the Subject Matter or any parts thereof.
- Every such receiver may, at the discretion of the NCC and evidenced in writing, be vested with all or any of the powers and discretion of the NCC.
- The NCC may from time to time by such writing fix the reasonable remuneration of every such receiver who shall be entitled to deduct the same out of the Gross Revenues derived from the Subject Matter.
- Every such receiver shall, so far as concerns the responsibility for acts or omissions, be deemed the agent or attorney of the Successful Bidder and not agent of the NCC unless specifically appointed by the NCC as agent of the NCC.
- Every such receiver shall from time to time have the power to rent any rentable land contained in the Subject Matter which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent of the Successful Bidder and the Successful Bidder undertakes to ratify and confirm whatever any such receiver may do pursuant to its powers hereunder.
- Every such receiver shall have full power to manage, operate, amend, maintain, protect, preserve and repair the Subject Matter or any parts thereof in the name of the Successful Bidder for the purpose of securing the payment of Gross Revenues from the Subject Matter or any parts thereof provided that the receiver shall do so as a prudent receiver would do.
- No such receiver shall be liable to the Successful Bidder to account for moneys or damages other than cash received by him in respect of the Subject Matter or any parts thereof and out of such cash so received, every such receiver shall in the following order pay:
 1. his commission or remuneration as receiver
 2. all expenses made or incurred by such receiver in connection with the management, operation, amendment, protection, preservation of, repair or maintenance of the Subject Matter or any parts thereof
 3. all Taxes, insurance premiums and every other proper expense or expenditure made or incurred by him in respect to the Subject Matter or any parts thereof
 4. all Gross Revenues and any other amounts due to the NCC under the Contract
 5. all payments required to be made to keep in good standing the supply of utilities and services
 6. any surplus remaining in the hands of every such receiver after payments made as aforesaid shall be accounted for to the Successful Bidder

The NCC may, at any time and from time to time, terminate any such receivership by notice in writing to the Successful Bidder and to any such receiver.

The Successful Bidder agrees to release and discharge the NCC and every such receiver from every claim of every nature, whether in damages or not, which may arise in respect of the Successful Bidder or any Person claiming through or under it by reason or as a result of anything done by the NCC or any successor or assign or any other Person claiming through or under it or by any such receiver under the provisions of this Article unless such claim be the direct and proximate result of the dishonesty or neglect of the NCC, the Receiver, or their respective heirs, successors and assigns.

4.15.2.2 In Québec

Notwithstanding anything herein contained, it is declared and agreed that, at any time and from time to time, when there shall be default under the provisions of the Contract, the NCC shall have the right to appoint an administrator charged with the simple administration of the Subject Matter, pursuant to the dispositions of the Civil Code of Québec. In this case, the NCC shall fix the conditions of the administration and the powers to be exercised by the administrator.

4.15.2.3 Remedies Generally

Mention in the Contract of any particular remedy of the NCC in respect of the default by the Successful Bidder does not preclude the NCC from any other remedy in respect thereof, whether available at law or in equity or expressly provided for in the Contract. No remedy shall be exclusive or dependent upon any other remedy, but the NCC may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

4.16 General Provisions

4.16.1 NCC Contract Manager

The Contract Manager is the Director, Real Estate Management Division. The Contract Manager may delegate the responsibility for overseeing any part of the Contract, in whole or in part, to other NCC employees.

4.16.2 Notice

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by Priority Post, Email (Senior Contract Officer, Article 2.4) or by personal delivery as hereinafter provided. Any such notice or other communication, if delivered by Priority Post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the third Business Day following the day on which the notice was sent, or if personally delivered shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. If forwarded by facsimile or Email, due to a general discontinuance of postal service, it shall be deemed to have been received 24 hours after it was transmitted. Notice of change of address shall also be governed by this Article. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered and shall be deemed to have been received in accordance with this Article. Notices and other communications shall be addressed as follows:

If to the NCC:

NATIONAL CAPITAL COMMISSION
40 Elgin Street
Ottawa, Ontario K1P 1C7
Attention: Director, Real Estate Management Division
Fax Number – 613-239-5302

If to the Successful Bidder:

Attention:
TO BE COMPLETED UPON AWARD

The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in the Contract provided or permitted to be given by the NCC to the Successful Bidder or by the Successful Bidder to the NCC.

4.16.3 Time of the Essence

Time is of the essence of this Contract.

4.16.4 Joint and Several Liability

If the Successful Bidder comprises more than one Person, the liability of each such Person shall be joint and several.

4.16.5 Denial of Partnership

Nothing herein contained creates any relationship of agency, partnership, joint enterprise or any relationship other than a contractual one. In all respects the Successful Bidder is acting in its own capacity, and all debts and liabilities to third persons incurred are and shall be exclusively for the account of the Successful Bidder.

4.16.6 Successors

The rights created by the Contract extend to the permitted successors and assigns of each of the NCC and the Successful Bidder, and the liabilities created herein extend to and bind all successors and assigns of each of the NCC and the Successful Bidder.

4.16.7 Representation and Warranty Regarding Authority

The NCC and the Successful Bidder each represent and warrant to the other party that they have full right, power and authority to enter into the Contract and to perform its obligations thereunder.

4.16.8 Force Majeure

- a) Subject to the provisions of 4.16.8 (b) where the performance of an obligation of the Successful Bidder is subject to Force Majeure as defined in Part IV (General Information) then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or work cannot be performed during the period of the existence of the Force Majeure (see Part IV (General Information) for definition of Force Majeure).
- b) In certain circumstances, the delay of the performance of an obligation due to an event of Force Majeure may result in a loss to the NCC of all or substantially all of the value attributable to such performance. Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Successful Bidder's obligations have effectively been reduced with no corresponding savings to the NCC. In such circumstances, the NCC shall have the right to deliver notice in writing to the Successful Bidder relieving it

of the obligation to perform the affected service or services, and the NCC shall also have the right to set-off from the **All-Inclusive Fee** of the Contract an amount equal to the value of any such obligations of the Successful Bidder.

4.16.9 Paramourcy of Federal Authority

Notwithstanding anything contained in the Contract relating to any provincial or municipal statute, by-law, regulation or other enactment, the NCC hereby declares that no such reference shall be interpreted or implied as recognition by the NCC that the Province of Québec, the Province of Ontario, any municipality, or any other provincial or municipal statute, by-law, regulation or other enactment, has any jurisdiction over the NCC, or the Subject Matter, provided, however, that nothing in this Article shall release the Successful Bidder from compliance with any provincial or municipal law as it applies to the Successful Bidder.

4.16.10 Confidentiality of the Contract and reports arising out of the Contract

Except as required by law, each of the parties hereto agrees to use reasonable efforts to prevent the disclosure or communication of the Contract and its terms, or of any reports, audits or financial information or any agreements arising out of the Contract to any Person. Notwithstanding the foregoing, the Successful Bidder acknowledges that the NCC is subject to the provisions of the Access to Information Act (Canada) and may therefore be required to release information pertaining to the Contract which is the subject of a formal request under that Act and which is not exempt from disclosure under the provisions of that Act.

4.16.11 No Offer

No contractual or other rights will exist between the NCC and the Successful Bidder as a result of the negotiation of this Contract until all parties have executed and delivered the Contract, notwithstanding that the NCC may have delivered to the Successful Bidder an unexecuted copy of the Contract. Such delivery will be for examination purposes only and does not and will not create any interest by the Successful Bidder in the Contract, or raise any estoppel against the NCC. Execution of the Contract by the Successful Bidder and its return to the NCC will not create any obligation on the NCC, notwithstanding any time interval, until the NCC has in fact executed and delivered the Contract to the Successful Bidder.

4.16.12 Dispute Resolution

It is the non-binding intention of the parties that where a dispute arises between the parties in connection with the Contract, the parties shall attempt to resolve the dispute by negotiating in good faith and where possible by retaining an expert to help resolve the dispute, provided that failure to do so shall in no way affect the jurisdiction of an arbitrator to arbitrate such a dispute. Notwithstanding the intention of the parties to negotiate, any bona fide dispute or question arising over any of the provisions of the Contract, its interpretation or effects shall be submitted to arbitration and not to any other forum. Any arbitration proceeding initiated in relation to these Terms and Conditions and the Contract shall be held in Ottawa, and in accordance with the provisions of the Commercial Arbitrations Act (Canada) as it may be amended from time to time, and any legislation in replacement thereof. The arbitrators shall determine the process of the arbitration having due regard to the intention of the NCC and the Successful Bidder that the arbitration be completed as expeditiously as possible in all the circumstances. An award by the sole arbitrator or panel of arbitrators, as the case may be, shall be final and binding upon the parties. The parties will each pay 50% of the arbitrator's fee unless the arbitrator finds that one of the parties acted in bad

faith throughout the arbitration process, in which case the arbitrator may determine how the payment should be apportioned between the parties.

4.16.13 Ownership of Intellectual Property

The copyright in all creative material, including content, composition and illustration, produced by the Successful Bidder during the Term to market or promote any part or parts of the Subject Matter, or to market or promote any event, product or service shall be the absolute property of the NCC. On termination of the Contract, the Successful Bidder shall deliver the original materials and all copies of any such creative material to the NCC.

4.16.14 Tax Status of the NCC and Income Tax Requirements

4.16.14.1 Sales Taxes

The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The Successful Bidder will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the National Capital Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

4.16.14.2 Income Tax Requirements

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by Crown Corporations under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a "T1204" form. The Successful Bidder must provide the NCC with its tax account identifiers and supply all other information as requested in Annex D3. A "Supplier - Direct Payment and Tax Information Form" must be completed and returned to the National Capital Commission prior to any contract being awarded.

4.16.15 Inspection Rights

The Successful Bidder or his or her designated representative shall have access at all times during the Term to all parts of the Subject Matter for the purpose of conducting inspections to ensure that the Successful Bidder is performing its obligations under the Contract in accordance with the terms of the Contract.

4.16.16 Internal Inconsistency

In the event of any internal inconsistency between the terms of the Contract and the terms of any Schedules and Appendices, the NCC reserves the right to determine which provision shall prevail.

4.16.17 Further Assurances

The parties covenant to execute such further assurances as may reasonably be required to give effect to any provision of the Contract.

4.16.18 Counterparts

The Contract may be signed in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

4.16.19 Legal Services

The NCC is an agent Crown corporation. Pursuant to section 5(d) of the Department of Justice Act, R.S.C. 1985, c. J-2, the Attorney-General of Canada "shall have the regulation and conduct of all litigation for or against the Crown." Since title to all properties to be administered hereunder is vested in the NCC, and since all leases are granted by the NCC, any legal proceedings of any nature or kind taken on behalf of the NCC may only be provided by NCC Legal Services or the Attorney General of Canada or their appointed agent.

4.16.20 No Bribes

The Successful Bidder warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any official or employee of the NCC for, or with a view to the obtaining of the Contract by the Successful Bidder.

4.16.21 International Sanctions

Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods and services that originate, either directly or indirectly, from the countries or Persons subject to economic sanctions. Details regarding existing sanctions can be found at <http://www.international.gc.ca/trade/sanctions-en.asp>

It is a condition of the Contract that the Successful Bidder not supply the Government of Canada any goods or services that are subject to economic sanctions; and

By law, the Successful Bidder must comply with changes to regulations imposed during the Term of the Contract. During the performance of the Contract should the imposition of sanctions against a country or Person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance by the Successful Bidder, the Successful Bidder may request that the Contract be terminated in accordance with the Terms and Conditions of the Contract.

5 Part V – Security, Financial and Contractual Requirements

5.1 Security

5.1.1 Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* (GSP) and consequently, it will require that the Contractor's employees submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). To comply with the GSP during the Contract, the Successful Bidder shall follow the security obligations detailed below in Articles 5.1.2 and 5.1.3.

The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

The NCC reserves the right to not award the Contract until such time as the Successful Bidder's core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be Reliability*.

**For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Site Access, Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.*

5.1.2 Personnel Security Screening

The security clearance required for this contract will be RELIABILITY STATUS. The GSP states that Reliability Status indicates successful completion of a reliability check and allows a person with this status regular access to government assets and with a need to know to protected information.

In accordance with the GSP, government departments and agencies are to ensure that all individuals undergo a personnel security screening process commensurate with the highest level of information and assets that will be accessed in the performance of assigned duties or during the contracting process. All individuals are to be granted the appropriate security screening level prior to commencement of duties (regardless of the duration of the employment).

The NCC reserves the right to not award the Contract until such time as all of the employees or representatives forming part of the Successful Bidder's transition team have obtained the required level of security clearance. In addition, the Successful Bidder shall identify all of its executives and employees assigned to the Contract and provide completed security clearance documents for the personnel not less than one month prior to the Contract commencement date of April 1, 2014.

The Successful Bidder will ensure that all employees have been granted Reliability Security status prior to allowing them access to sensitive information (Protected/Classified) or assets.

Should the Successful Bidder wish to add names of other employees after the Contract comes into effect, the Successful Bidder will be required to get personnel security screening for these employees before commencing any duties with regard to the Contract. The NCC reserves the right to refuse any employees submitted during the term of the agreement that do not fulfill the requirements of the screening process.

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this Contract as the need arises.

5.1.3 Company Security Representative

The Successful Bidder shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees). Selection criteria for the CSR and the alternate are the following:

- they must be employees of the Successful Bidder
- they must have a security clearance (the NCC will process the clearances once the individuals have been identified)

5.1.3.1 Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- act as liaison between the NCC's Corporate Security and the Successful Bidder to ensure coordination
- in collaboration with the NCC's Corporate Security, identify the Successful Bidder's employees who will require access to NCC information/assets/sites as well as any recurring subcontractors (and their employees) who will require similar access and may not be supervised by the Successful Bidder at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified
- ensure that employees/subcontractors, upon notification of having been granted a reliability status, sign the Security Screening Certificate and Briefing Form and return to the NCC's Corporate Security
- ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets
- maintain a current list of security screened employees/subcontractors
- ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors
- if a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible

5.1.4 Additional information

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment.

The NCC also reserves the right to request that the successful bidder submit to a Designated Organization Screening (DOS) and/or Facility Security Clearance (FSC) with Document Safeguarding Capability (DSC) at their own work sites – depending on the nature of the information it will be entrusted with. In the event that the successful bidder does not meet the requirements to obtain the requested clearance, the successful bidder shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements.

DSC is pre-requisite for other physical security capabilities such as production, the authority to process and transmit IT.

5.1.5 Confidentiality, Safeguarding and Transmittal of information

All documents and records, and information, provided to and / or collected by the Successful Bidder related to or for the purposes of this Contract shall be treated and safeguarded in accordance with its security classification or designation, in accordance with the GSP.

The Successful Bidder shall take all necessary steps to ensure that the documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel possessing the appropriate security level and authorization, unless expressly authorized by the NCC. The Successful Bidder shall ensure that only its authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents and records, and the information contained therein, on a need-to-know basis and in accordance with its security classification or designation.

The Successful Bidder shall ensure that all employees and sub-contractor employees given access to information and materials by the Successful Bidder's actions treat the information, records and materials in accordance with its security classification or designation and in accordance with the GSP held in trust for NCC.

For the Contract, the information will be designated PROTECTED and the Successful Bidder will ensure all PROTECTED information is stored in a locked container when not in use or at each end of shift.

PROTECTED information may be transmitted via the Internet as an e-mail attachment, provided the attachment is password protected.

Password privileges assigned to individuals may not be shared with other individuals.

5.1.6 Maintenance of Security Measures

The Successful Bidder shall implement and maintain throughout the Term, security measures to safeguard such NCC assets and information as may be under the Successful Bidder's control from damage, destruction, loss, theft, or unauthorized use.

5.1.7 Security Reports

In the event that any breach or suspected breach of security occurs, then the Successful Bidder must:

- in emergency situations such as fire, accident, criminal activity, or serious injury or illness, advise the appropriate authorities and the NCC of such event
- in cases of other security risks or incidents such as computer viruses, vandalism, violence in the workplace, etc. advise the appropriate authorities and the NCC of such event
- forthwith after advising the appropriate authorities, shall complete the Incident Report form attached as Annex A, Appendix F providing the details of the incident and submit the completed form to the NCC Contract Successful Bidder within 24 hours of the incident

5.2 Insurance Requirements

5.2.1 Minimum Coverages

The Successful Bidder shall purchase and maintain in force throughout the Transition and Contract Term, insurance in the following amounts and containing the endorsements stipulated in the following sub-sections.

5.2.2 Commercial General Liability Insurance

Based on IBC 2100 or its equivalent

Amount of Insurance - \$5,000,000 per occurrence subject to an annual aggregate limit of no less than 10,000,000

Endorsements:

- Non-owned automobile including contractual
- Sudden and accidental pollution coverage (IBC 2313)
- Employer's liability (covering all employees not covered by Workers Compensation)
- Allowable Exclusions other than those contained in IBC 2100 Silica

5.2.3 Property Successful Bidders Errors and Omissions Insurance

Amount of Insurance - \$5,000,000 per occurrence and annual aggregate

5.2.4 Environmental Impairment Liability Insurance (including mould)

Amount of Insurance - \$5,000,000 per occurrence and annual aggregate

5.2.5 Automobile Liability Insurance

Amount of Insurance - \$5,000,000

5.2.6 Assignment of Insurance

The Successful Bidder shall have the right to assign its interest in all such insurance to any secured lender. Without limiting the foregoing, any such assignment shall be subject to the requirements of the Contract.

5.2.7 Premiums

The Successful Bidder shall duly and punctually pay all premiums and other sums of money payable for maintaining the insurance required hereunder.

5.2.8 Non-Cancellation

Each of the policies for such insurance required herein shall contain an agreement by the insurer to the effect that it will not cancel or materially alter such policy or permit it to lapse except after thirty (30) days prior written notice to the NCC. The Successful Bidder covenants not to do anything, omit to do anything, or permit anything to be done, or omitted to be done, which will invalidate, adversely affect or limit any insurance policy referred to herein.

5.2.9 Evidence of Insurance

The Successful Bidder shall, concurrently with the execution of the Contract and (at least once a year) at other times upon the request of any Person having or intended to have a legal interest in the within coverage, provide insurance certificates as evidence of the policies of insurance required under the terms hereof as well as satisfactory evidence that such policies are in full force and effect.

5.2.10 Additional Insureds and Waiver of Subrogation

All insurance policies to be maintained by the Successful Bidder hereunder shall include the NCC as an additional insured but only with respect to the NCC's interest in the operations of the Successful Bidder under the Contract and shall contain waivers of subrogation.

5.3 Bid Security

5.3.1 Bid Security Requirements

Bidders shall submit as an integral part of any Detailed Bid the following required bid security:

1. an unconditional irrevocable letter of credit issued by a financial institution to which the Bank Act or the Québec Savings Bank Act applies, in a form acceptable to the NCC or, a bid bond from a company listed in Annex G, issued on behalf of the Bidder, and on terms satisfactory to the NCC, in the amount of One Hundred Thousand Canadian Dollars (\$C100,000.00). The content of the letter of credit must be acceptable to the NCC, be operative for at least 120 days and be renewable; or
2. a certified cheque or bank draft drawn on a bank to which the Bank Act or the Québec Savings Bank Act applies, and made payable to the order of the National Capital Commission in the amount of One Hundred Thousand Canadian Dollars (\$C100,000.00).

Where a certified cheque or bank draft is provided as bid security, the security will be held, or cashed, by the NCC.

The amount of the bid security of the Successful Bidder will be returned, or reimbursed, without interest or any other charge once the Successful Bidder has entered into a Contract with the NCC or, at the Bidder's option, it may be used to partially fulfill the requirement set forth in Article 5.4.1. The submitted bid security will be returned to unsuccessful Bidders following Contract Award or it will be returned to all Bidders in the event that no Detailed Bid is accepted.

Any withdrawal of, or amendment to a Detailed Bid after July 31, 2013 and before the NCC has returned the submitted security may result in the NCC drawing on the security as liquidated damages. The security will be returned without interest or any other charge to unsuccessful Bidders following Contract Award or if no Detailed Bid is accepted.

5.4 Performance Security

5.4.1 Posting of Security

Prior to the execution of the Contract, and for the duration of the Contract, the Successful Bidder shall provide the NCC with, and maintain, an unconditional irrevocable letter of credit (the "Letter of Credit") in favour of the NCC issued by one of the five largest Canadian chartered banks or issued by a major insurance company approved by the NCC with text acceptable to the NCC, and in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000).

The Letter of Credit is to stipulate that it may be drawn upon by the NCC upon filing a written demand for payment executed by the NCC Contract Authority certifying that:

- the Successful Bidder is in default of performance of any of its obligations hereunder; or
- the Successful Bidder has not replaced or renewed the Letter of Credit not less than ten (10) days prior to its expiry
- If the Letter of Credit is drawn upon hereunder the proceeds shall be placed in an interest bearing account with interest accrued to the credit of the NCC and the NCC shall be entitled to draw upon the proceeds as contemplated herein

5.4.2 Cancellation of Letter of Credit

Following twelve months after the expiry or extension of the Term or earlier termination of the Term, and subject to review at any of the extension periods, the Letter of Credit will be eligible for cancellation, or refund of the unused proceeds and any accrued interest in the event the Letter of Credit shall have been drawn upon pursuant to Article 5.4.1 above.

5.4.3 Undertaking to Provide Performance Security

The Bidders shall submit with their Detailed Bid a "Consent of Issuer of Letter of Credit" provided herein as Annex D1 agreeing to issue a contract performance letter of credit in accordance with Article 5.4.1.

5.5 Financial Capability

5.5.1 Bidder's Financial Statements and Indemnifier

It is **required** to submit Year-end audited financial statements and supporting schedules for the last two years plus, for those who do not have a December 31 year end, a current internal financial statement for the period from year end to December 31, 2012. Specific identification of major assets is required.

If the Bidder is a co-venture, it is **required** to submit a description of the assets of each of the partners in the co-venture in the form of their year-end audited financial statements and supporting schedules for the last two years plus, for those who do not have a December 31 year end, a current internal financial statement for the period from year end to December 31, 2012.

If the Successful Bidder is a corporation with limited or no assets, including but not limited to, a co-venture corporation, a shell corporation or a subsidiary of a parent corporation, it is **required** that the parent corporation or such other person or entity (the Indemnifier) acceptable to the NCC execute an Indemnity Agreement with the NCC prior to Contract Award, the Indemnity Agreement to be provided by the NCC.

Should an indemnifier be required by the NCC as explained above, it is **required** to provide a description of the assets of the indemnifier in the form of its year-end audited financial statements and supporting schedules for the last two years plus, for those who do not have a December 31 year end, a current internal financial statement for the period from year end to December 31, 2012.

A letter of reference from the financial institution with which the Supplier currently does business, said letter to contain a declaration of secured claim and security pledged; a declaration of an operational line of credit; and a credit rating issued by the Supplier's financial institution.

5.6 Accounting and Banking

The Successful Bidder must maintain proper books of accounts and records with respect to all expenditures or commitments made by the Successful Bidder in connection with, and shall keep all invoices, receipts and vouchers relating to the Contract. All financial transactions shall be accounted for in accordance with Canadian Accounting Standards for Private Enterprises (ASPE).

The Successful Bidder's accounting system must isolate transactions relating to NCC interests from those relating to other parties. Furthermore, it shall isolate Operating Expenses from Capital Expenditures. Upon request, the Successful Bidder must be able to provide the NCC, in an electronic format, all accounting, property, lease and tenant information related to NCC interests in accordance with Annex A, Statement of Work and Appendix D.

5.6.1 Accounts and Audits

The Successful Bidder shall not, without the prior written consent of the NCC, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of seven years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

All such accounts and records as well as any invoices, receipts and vouchers shall at all times be open to audit, inspection and examination by the authorized representatives of the NCC, who may make copies and take extracts thereof. These rights are extended to the NCC throughout the Contract and for a period of twenty-four months after the expiration of the Term, including renewal periods.

The Successful Bidder shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of NCC may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

5.6.2 Annual Audited Financial Statement

The NCC requires a set of audited financial statements to March 31st for every year covered by the Contract, including the final year of the Contract or any extensions thereto to be submitted by May 15, 2015 and each May 15th thereafter.

The Successful Bidder shall prepare and submit by May 15, 2015 and each May 15th thereafter, copies of a cost reconciliation submission, for the fiscal period ending March 31st, to the NCC.

A cost reconciliation submission shall be a statement of the costs incurred by the Successful Bidder, as set out in Article 5.7, Method of Payment, for the work performed under the terms of this Contract. This must include detailed expense/revenue details for each property included in the Contract.

A cost reconciliation submission shall be signed and certified by a third party auditor and shall contain a breakdown of each cost element. Supporting information for each element of cost shall be available and shall be in sufficient detail that an audit can be carried out if required.

In order for the NCC to close its fiscal year, preliminary financial information must be provided to the NCC within ten (10) calendar days of the NCC's fiscal year end. This obligation survives the expiry or other termination of the Contract.

The cost of conducting audits required by the Contract, are an allowable pass-through cost.

5.6.3 Banking Arrangements and use of funds

All Gross Revenues generated in respect of the Contract, whether on account of rent, operating costs, capital expenditures, taxes, utilities, concession fees, or any other category of financial obligation whatsoever are the absolute property of the NCC. Deposits must be made by the next Business Day after the receipt of any amounts comprising a part of such Gross Revenues, the

Successful Bidder shall deposit such amounts to the NCC's credit in an account maintained by the NCC (the "Revenue Account") at a branch of one of the five largest chartered banks in Canada situated in the National Capital Region.

The NCC shall advise the Successful Bidder in writing of the name and location of the Bank, and the account number in effect from time to time.

All interest earned on this account is also the absolute property of the NCC. For the purposes of this Article, the term "deposit" means that the funds have been credited to the NCC's Revenue Account and have begun to bear interest.

From time to time, the NCC will transfer funds from the Revenue Account to the NCC's General Account and the NCC will advise the Successful Bidder accordingly.

All rents, recoveries and other receipts from the management of the Subject Matter will be deposited in this account in accordance with this Article.

The Successful Bidder is responsible for the management and administration of any NSF cheques and any debit/credit memos.

The Successful Bidder must prepare monthly bank reconciliation for this account and remit to the NCC within 10 working days of month end or as soon as report is provided by the bank (see Appendix C).

The NCC will provide the bank with the Successful Bidder's name and address in order that all documents related to the account be forwarded to the Successful Bidder for appropriate action.

5.6.4 Prohibition on Inter-Mingling

Gross Revenues of the kinds identified in Article 5.6.3 above are to be kept separate from all other funds of the Successful Bidder both in the context of physical custody and in the context of reporting and accounting. The Successful Bidder is absolutely precluded from depositing such revenues to its own account, converting such revenues to the Successful Bidder's use or in any other way intermingling revenues belonging to the NCC with any other revenues.

5.6.5 Establishment of Trust Account and Authority to Issue Payments

In addition to the Revenue Account established pursuant to Article 5.6.3, the NCC will also establish and maintain a trust account at the same bank branch at which the Revenue Account is located. The NCC shall advise the Service Provider in writing of the name and location of the Bank, and the account number in effect from time to time (the "Trust Account"), which will be the exclusive source of funds provided by the NCC for payment of GST, OHST and QST remittances, and of Operating Expenses and Capital Expenditures and the Management Fee incurred hereunder in respect of the Subject Matter. The Trust Account is the absolute property of the NCC and all interests earned on this Trust Account are also the absolute property of the NCC. The NCC hereby agrees that the Service Provider shall have authority to sign and issue cheques drawn on the Trust Account to discharge amounts that are owing for GST, OHST and QST. remittances and for Operating Expenses and Capital Expenditures incurred in respect of an Operating Budget or Capital Budget approved pursuant to Article 5.1 of the Statement of Work Annex A.

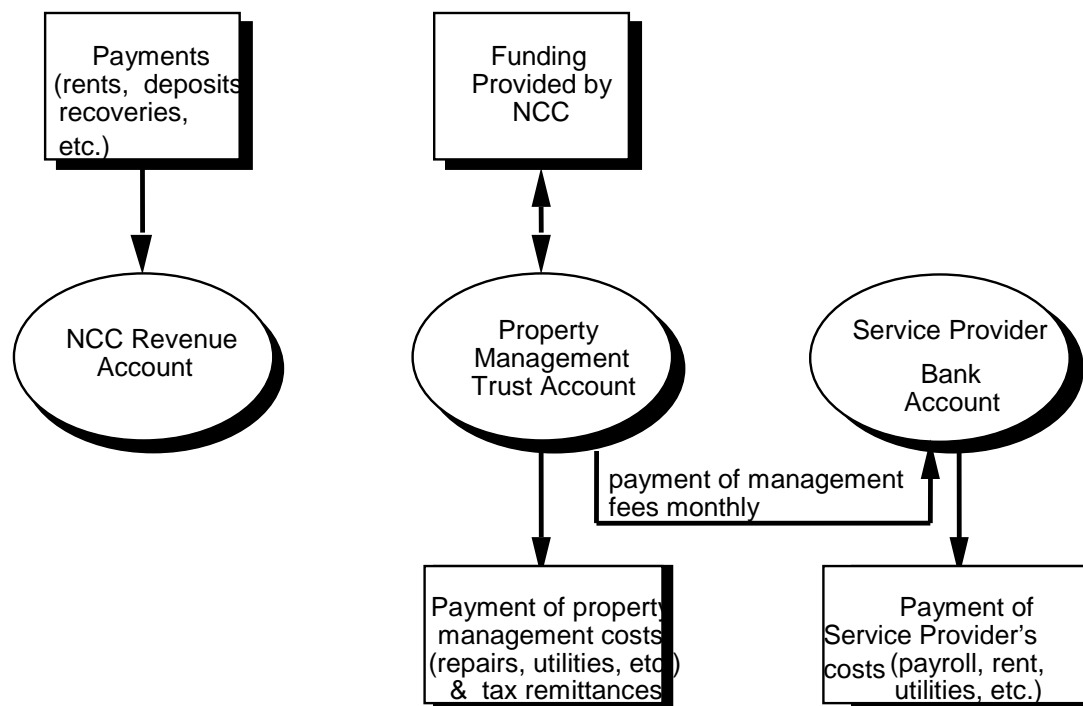
The NCC will transfer funds to this account in accordance with Article 5.7.

The Successful Bidder will issue cheques from this account to pay for all expenses related to the Subject Matter, including utilities and repairs and any sales tax remittances described in Article 5.7.

The Service Provider must prepare a monthly bank reconciliation for this account and remit to the NCC within ten (10) working days of month-end or as soon as report is provided by the bank. The NCC retains the right to audit this account regularly.

The NCC will provide the bank with the Successful Bidder's name and address in order that all documents related to the account be forwarded to the Successful Bidder for appropriate action.

The banking structure for this Contract requires that three (3) bank accounts be maintained as set out in the graphic presentation below. The NCC will make arrangements for the Successful Bidder to have electronic "read-only" access to the bank accounts.



5.6.6 Obligation to Vacate Liens (in Ontario) or Hypothecs (in Québec)

Notwithstanding Article 4.8.5, the Successful Bidder shall not, during the Contract, permit any construction Lien or Hypothec to be, or to remain registered against the title to any lands included in the Subject Matter by any of its contractors or subcontractors by reason of work, labour, services or material supplied or claimed to have been supplied to the Successful Bidder or to anyone using any part of the Subject Matter through or under the authority of the Successful Bidder.

The Successful Bidder shall take all steps necessary to cause any construction Lien or Hypothec to be discharged or vacated, as the case may be, at the Successful Bidder's sole expense within thirty (30) days of receiving notice that such construction Lien or Hypothec has been registered, except where such construction Lien or Hypothec has arisen in respect of Capital Works that have been performed by third parties pursuant to Annex A, Section 4.4. Nothing herein shall prevent the Successful Bidder

from contesting any liability to a Person for any claim for Lien or Hypothec or the validity of any Lien or Hypothec.

The Successful Bidder shall be permitted to request from the NCC the reimbursement of the cost of discharging or vacating any construction Lien or Hypothec. If the Successful Bidder can demonstrate, to the NCC's satisfaction, that the construction Lien or Hypothec was not registered as a result of the Successful Bidder's fault or negligent act or omission, and then the NCC may, in its sole discretion, reimburse the Successful Bidder for the said cost of discharging or vacating the construction Lien or Hypothec.

5.6.7 Payment of Operating Expenses and Capital Expenditures

The Successful Bidder agrees to pay all accounts rendered by third parties in respect of Operating Expenses and Capital Expenditures within generally accepted industry account payment practices. The Successful Bidder acknowledges that should such accounts repeatedly and unjustifiably not be paid within generally accepted industry account payment practices, it shall constitute an event of default hereunder entitling the NCC to terminate the Contract without notice.

5.6.8 Input Tax Credits (OHST, GST & QST)

The NCC shall benefit from all credits/rebates related to the Ontario Harmonized Sales Tax (OHST), Goods & Services Tax (GST) and the Québec Sales Tax (QST). The Successful Bidder shall apply for Input Tax Credits on behalf of the NCC to the federal and provincial authorities as required and provide a copy of the remittance document forwarded to Revenue Canada and Revenu Québec no later than twenty-five (25) calendar days following the end of each month. Furthermore, at the NCC's request, the Successful Bidder shall make its records available to external parties in the case of a tax audit.

5.7 Method of Payment

Payment under this Contract will be made on a monthly basis in accordance with procedures as further described in this Article. The Successful Bidder shall invoice the NCC on the 5th day of each month for payment.

Provided that the Successful Bidder is not in default, the NCC will authorize transfers of funds on a monthly basis to the Trust Account, or make such other arrangements as may be necessary to ensure that cheques drawn by the Successful Bid in accordance with Article 5.6.3 are honored. With respect to the first month of the Term, the NCC shall transfer to the Trust Account the amounts for Operating Expenses and Capital Expenditures identified for that month in the budgets prepared by the NCC for the first year of the Term in accordance with this Article, plus an additional amount for GST, OHST and QST remittances. For all other months of the Term, subject to the following limitations, the amount authorized for transfer by the NCC will be the amount set out in the monthly milestone payment delivered pursuant to Annex F. Unless the NCC has granted a request to amend either or both of the Operating Budget and the Capital Budget, the NCC shall not be obliged to advance an amount in excess of the total amount set out in the relevant annual budget. as approved pursuant to Annex F. If the Successful Bidder allows the Trust Account to be overdrawn for any reason, the Successful Bidder will be financially responsible for all penalties or fees associated with the overdraft.

Notwithstanding the above, the Successful Bidder shall give two (2) Business Days' written notice to the NCC in the case of a supplementary cash requirement arising out of extraordinary or unforeseen

circumstances beyond the control of the Successful Bidder. If in agreement with this supplementary cash requirement, the NCC will arrange for the amount of this supplementary cash requirement to be transferred into the Trust Account within two (2) Business Days.

5.8 Fee Structure and Permitted Expense Charges

5.8.1 Property Management Services

The claim must include a line item for Property Management Services Pass-Through costs and a line item for Property Management Services fees. The payment of Property Management Services pass-through costs will be based on the approved Monthly Milestone Payment Schedule - Property Management Services as set out in Annex F. The Successful Bidder shall be paid the pass-through costs for that month, together with 1/12 of the Property Management Service fee, less the performance fee portion, as set forth in Annex F, Pricing and Basis of Payment.

5.8.2 Project Delivery and Management Services

Fees for Payment of project management Operating Projects that meet the following criteria:

- the work to be performed meets the definition of an Operating Project provided in Article 4.2
- the work to be performed meets the explanation of work and codes of Annex A, Appendix D under Transaction Type 2010 and Purpose Type code 2020 (Operating Projects)
- the cost of the project is more than \$10,000 including taxes for work relating to one property excluding management fees but including third party professional fees, if any

In cases where Operating Projects for more than one property are grouped together for purposes of cost reduction and the resulting costs on a per property basis are lower than the \$10,000 cost criterion, the NCC will agree to pay the quoted management fee for Operating Projects when the Successful Bidder can provide satisfactory evidence, at the sole discretion of the NCC, that costs would have exceeded the cost criterion if the project had been tendered on a per property basis.

Payment of project management fees for Capital Work projects that meet the description and minimum cost amount provided in the NCC Capitalization Policy attached as Appendix E.

- For Project Delivery and Management Services, show a separate line item for both Operating and Capital projects along with the Project Delivery and Management Services pass-through costs and a line item for Project Delivery and Management Services Fees.
- The Project Delivery and Management Services pass-through costs will be based upon the status of the work performed to date.
- On the 5th day of the month, the Successful Bidder will present to the NCC the Project Invoicing Detail Report as illustrated in Appendix D, with a percentage completion indicated for each project up to the last day of the previous month.
- The Project Delivery and Management Services Fee as set out in Annex F, Pricing and Basis of Payment, will be applied to the status of the work performed to date.
- The Successful Bidder shall be paid the pass-through costs for each project, together with the associated Project Delivery and Management Services Fee, less the performance fee portion.

5.8.3 Expenses included in the Management Fee

With the exception of the salaries for the two (2) positions identified by the NCC (Annex A, section 5.4) as pass-through to a maximum allowable cost of \$150,000 for both positions, the following expenses, material, equipment and services shall be included in the Management Fee and will **not** be charged to the NCC's account at any time. The costs include but are not limited to:

- employment costs of the individuals employed by the Bidder and/or set forth on Bidder's Organizational chart in the Bidder Detailed Bid including, without limitation, salary or wages, payroll taxes, insurance, workers' compensation, medical benefits, Employment Insurance premiums, pension costs, payroll administration costs and other benefits such as meal allowances and mileage
- uniforms, footwear, tools and Personal Protective Equipment (PPE)
- cell phones, computers and land-line telephones
- costs associated with the Successful Bidder's office(s) including furniture, rent, internet and voice and data
- costs associated with the bookkeeping requirements of the Contract including all reporting work which is reasonably required to account for management of the Portfolio and/or the handling and disbursement of funds including statements and computer costs
- the payment of any third party real estate brokers not approved by the NCC, that may be involved in any new tenancies
- the cost of insuring the Successful Bidder's operations with respect to the Contract
- costs for the translation of documents and correspondence as required by Contract but not the costs for translations specifically requested by the NCC, such as reports or leases
- losses or expenses arising from grossly negligent acts or omissions, or willful misconduct or fraud on the part of the Successful Bidder and its workers, agents or subcontractors

The Service Provider's All-Inclusive Property Management Fee must also provide for all associated transition costs. Transition activities shall include but not be limited to:

- recruiting and initial training staff (during the transition period)
- verifying of the lease abstracts and abstracting of leases, where required
- populating the Service Provider's lease administration database with rent information, recoveries, tenant data, etc.
- creating reporting templates in the Service Provider's operating systems to conform with NCC reporting requirements (see Appendix C)
- validating the subcontractor database and submitting to NCC
- populating purchasing and accounts payable database with approved suppliers and subcontractors
- establishing bank accounts and corresponding processes
- establishing standing offers, where applicable
- converting service contracts to the Service Provider
- reproducing required records & documents
- setting-up of office (including purchase of required equipment)
- preparing first year budgets for operations, for major operating and capital projects

5.9 Expenses to NCC's Account

The Property Management Services allowable pass-through costs are those costs chargeable to the Property Management Services operating baseline in accordance with the terms of the Contract. *These costs are reimbursable to the Service Provider without mark-up for overhead or profit.*

Allowable expenses are those costs chargeable to the operating baseline in accordance with the terms of the Contract and must fall under one of the following categories:

- Property management or lease administration costs; or
- Salaried costs as identified in Annex A, Section 5.4 Human Resources

5.10 Payment

Notwithstanding any other provision of the Contract, no payment shall be made to the Successful Bidder unless the following conditions have been met:

- an claim has been submitted in accordance with the terms of the Contract and the instructions of the NCC
- all such documents have been verified by the NCC
- with respect to all parts of the work for which payment is claimed, the Successful Bidder, where required to do so, establishes to the satisfaction of the NCC that such parts of the work will be free from all claims, liens, attachments, charges or encumbrances
- in the case of payment for finished work, the finished work has been completed in accordance with the Contract

The NCC shall notify the Successful Bidder of any inadequacy of the claim or of the supporting documentation, within five days of receipt of said claim or supporting documentation, and where any such notice is given within that period, the date for payment of the amount claimed to cover the item in dispute shall be set aside until the Successful Bidder remedies the inadequacy to the satisfaction of the NCC.

Where a delay has occurred, the NCC at the NCC's discretion may withhold all or a portion of any payment due to the Successful Bidder until a "workaround" plan approved by the NCC has been implemented in accordance with that Article. Interest on Overdue Accounts, shall not apply to any amount withheld under this sub article.

Partial Payments of claims may be authorized by NCC.

5.11 Performance Fee Payment

The Successful Bidder's Property Management Services Fee and Project Delivery and Management Services Fee are set out in Annex F, Pricing and Basis of Payment. While these fees are shown for the full amount on invoices, they are payable at 90% of the fee component of the approved invoice with the remaining 10% of the fee payable at the end of each quarter, subject to the Contractor's performance determined in accordance with the Performance Framework. This latter 10% of the fee is the performance fee portion for each of the Property Management Services Fee and Project Delivery and Management Services Fee is further apportioned in relation to each applicable Performance Indicator.

5.12 Estimated Expenditure and Annual Financial Obligation

The NCC's total annual financial obligation shall not exceed the approved annual Portfolio Budget Plan amount set out in accordance with the Contract.

No increase in the total annual financial obligation of the NCC resulting from any design changes, modifications or interpretations of the Statement of Work, made by the Successful Bidder, will be authorized or paid to the Successful Bidder unless such changes, modifications or interpretations, have been approved, in writing, by the NCC.

The Successful Bidder shall not be obliged to perform any work or provide any service that would cause the total financial obligation of the NCC to be exceeded without the prior written approval of the NCC.

5.13 Revisions to Budget

If the Successful Bidder, acting reasonably, determines that the amount set out in the approved Operating Budget or Capital Budget will not be sufficient to meet the Operating Expenses or Capital Expenditures for the pertinent fiscal year, then the Successful Bidder may request, by delivery to the NCC of notice in writing to that effect together with documentation supporting the claim, a revision to the affected budgets to offset the deficiency. The NCC shall be entitled to grant, modify or refuse such request in its sole and unfettered discretion.

In the case of cost overruns during the year on planned and approved expenses or in the case of emergencies as discussed in Article 4.8.1, the NCC will generally request that the Successful Bidder adjust its Operating or Capital Budget by deleting other planned expenses in order to remain within its overall approved budget but, depending on the type of expense may approve increases to either the Operating or Capital Budget.

Annex A – Statement of Work

This page is a placeholder only

The Statement of Work is provided under separate cover at the back of the Request For Proposal

Annex B - Fee Proposal

The Fee Proposal is comprised of the Property Management Services Fee, Lease Management Fee, Project Delivery and Management Services Fee and Optional Services Fees, as well as the allowable pass-through costs for Property Management Services, Lease Management Services, Project Delivery and Management Services and Optional Services as per the Milestone Payment Schedule as detailed herein. All fees are in Canadian dollars, Goods and Services Tax, Ontario Harmonized Sales Tax and Provincial Sales Tax extra, if applicable.

This completed Fee Proposal will become part of the Annex F, Basis of Payment, upon award to the Successful Bidder.

Pricing Schedule 1 – Property Management Services Fee						
Fiscal Year	Firm All-Inclusive Fixed Management Fee Excluding Head Leases and Land		Total \$	Fixed Management Fee For Head Lease and Land only		Total \$
2014/15	%	Estimated Revenue \$7,000,000.00		%	Estimated Revenue \$2,000,000.00	

Pricing Schedule 2				
Leasing Transactional Fee				
Quoted Firm All-Inclusive Fixed Management Fee				
Leasing Services		Transactional Value	Percentage %	Total \$ Fees
Commercial (Excluding Multi- Residential)		\$1,250,000		
Land Leases		\$150,000		
SUB-TOTAL		\$1,400,000		
Renewal Transactional Fee				
Renewal Services		Transactional Value	Percentage %	Total \$ Fees
Commercial (Excluding Multi- Residential)		\$2,500,000		
Land Leases		\$600,000		
SUB-TOTAL		\$3,100,000		
TOTAL for all LMS Fees		\$4,500,000		

Pricing Schedule 3 – Project Delivery and Management Services Fee				
Fiscal Year		Quoted Firm All-Inclusive Project Delivery and Management Services Fee (%)	Estimated Project Volume	Total \$
2014/15	OPERATING	%	\$100,000	
	CAPITAL	%	\$789,000	
TOTAL				

Summary Pricing Table	
Total Evaluated Price (HST Excluded)	

The Bidder must provide a fee/cost for Optional Services. These fees/costs will not be used in the evaluation process.

Service	Criteria	Proposed Fee or Approach
Asset Management Plans	Cost per Plan	
Redevelopment Project	All-Inclusive Percentage Fee	
Addition of Buildings/Land	All-Inclusive Percentage Fee	
Threat and Risk Assessment	Cost per Assessment	
Addition of Grounds Maintenance	Mark up on Operating Costs/if any	
Tenant Service Work	All-Inclusive Percentage Fee	
Shared Incentive Program		

Annex C – Evaluation Criteria

Part I - Scoring Calculations

Total Overall score (100%) is based on Technical (70%) and Financial (30%).

Below are the Evaluation Criteria consisting of Technical Point Rated and Financial Point Rated criteria. The relevant weight assigned to each criterion is indicated.

Bid responses should be structured and numbered in the same manner as the Evaluation Criteria with separate tabs for each criterion. The submission requirements (Annex D) and the Financial Bid (Annex B) must be submitted in separate sealed envelopes.

1.1. Technical Rating (70%)

Bids which meet all the required technical criteria will be evaluated and scored as specified in the tables inserted below. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	Point Rated Technical Criteria	Maximum Points
R1	Bidder Organization and Experience Details	40
R2	Lease Management Services	40
R3	Property Management Services	35
R4	Project Management Services	15
R5	Common Services	25
R6	Innovation	5
R7	Transition Services	10
R8	Financial Capability	20
	Overall Maximum Points Available = 190	
	Overall Minimum Points Required = 152	

Table 2	
Percentage of Available Points	Basis for Percentage Distribution (per item in Part 3 - Technical Rated Requirements)
0%	<ul style="list-style-type: none"> - The response is deficient. - Information is not submitted or cannot be evaluated or does not meet the RFP requirements and is not relevant to the question. <p>Bidder receives 0% of the available points for this element.</p>
50%	<ul style="list-style-type: none"> - Response demonstrates some understanding of the RFP requirements and the proposed solution addresses some important factors but does not demonstrate an adequate understanding of NCC needs. - Response has weaknesses and is not likely to meet the requirements or may not be effective. <p>Bidder receives 50% of the available points for this element.</p>
70%	<ul style="list-style-type: none"> - The response includes most of the information required to be complete in meeting the required components. - Response demonstrates adequate understanding of the RFP requirements and the response addresses most factors and demonstrates an adequate understanding of NCC needs. - Overall response has no significant weaknesses but identifies some minor weaknesses, yet is likely to meet RFP requirements. <p>Bidder receives 70% of the available points for this element.</p>
85%	<ul style="list-style-type: none"> - The response includes a substantive amount of the information required to be complete and demonstrates significant understanding of the services required. - Response covers all elements and demonstrates a very good understanding of the requirements and the response addresses all the important factors. - Overall response has no significant or minor weaknesses and meets the RFP requirements and will yield good results. <p>Bidder receives 85% of the available points for this element.</p>
100%	<ul style="list-style-type: none"> - The response includes substantial details providing a complete and thorough understanding of the requirement. - Response demonstrates a comprehensive understanding of the services as per the RFP requirements and meets all RFP requirements while delivering excellent service and providing best value. - Response has no apparent weaknesses, meets the RFP requirements and will yield excellent results. <p>Bidder receives 100% of the available points for this element.</p>
This Rating Table applies to all Point Rated Technical Criteria.	

1.2 Financial Rating (30%)

Pricing Schedule 1 - The Bidder must provide a detailed all-inclusive Management Fee for lease management, property management and common services expressed as a percentage of the revenue.

Pricing Schedule 2 - The Bidder must provide an all-inclusive Leasing and Renewal Transactional Fee for Leasing Activity expressed as a percentage of the yearly revenue.

Pricing Schedule 3 - The Bidder must provide an all-inclusive Project Delivery and Management Services Fee for Projects Valued to a program total of \$789K (per year). These figures are estimates and for bidding purposes only.

The Bidder must provide a fee/cost for Optional Services. These fees/costs will not be used in the evaluation process.

Service	Criteria	Proposed Fee or Approach
Asset Management Plans	Cost per Plan	
Redevelopment Project	All-Inclusive Percentage Fee	
Addition of Buildings/Land	All-Inclusive Percentage Fee	
Addition of Grounds Maintenance	Mark up on Operating Costs/if any	
Tenant Service Work	All-Inclusive Percentage Fee	
Shared Incentive Program	To Be Determined	

Part 2 - Evaluation of Fees

All qualified bids that have met the required criteria and received a technical score, of 152 or more, will have their Total Fees calculated, as follows:

- Total Fee (Annual Basis) = Pricing Schedule 1+2+3
- The Bidder with the lowest Total Fee will receive the maximum of points (30 points). Each bidder thereafter will be pro-rated as follows:
 - o Those bids with a variance between zero and 10 Percent of the lowest bidder will have 5 points deducted from the maximum number of points.
 - o Those bids with a variance between 11 and 15 percent of the lowest bidder will have 7.5 points deducted from the maximum number of points.
 - o Those bids with a variance between 16 and 20 percent of the lowest bidder will have 10 points deducted from the maximum number of points.
 - o Those bids with a variance between 21 and 25 percent of the lowest bidder will have 12.5 points deducted from the maximum number of points.

For Example:

Difference	Loss of Points	Score
0 – 10%	5 points	25
11 – 15%	7.5	17.5
16 – 20%	10	15
21 – 25%	12.5	12.5

Should the lowest bid be lower than 25 percent of the 2nd lowest bidder, the NCC reserves the right to request a meeting with the low bidder to determine the viability of their bid.

The NCC may reject at its discretion any offer based on an unfavourable assessment of the:

- (a) Adequacy of the tender price to permit the work to be carried out and, whether each such price reasonably reflects the cost of performing same
- (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract

Part 3 - TECHNICAL RATED REQUIREMENTS

Number	Question	Weighting
R1	Bidder Organization and Experience Details (40)	
1.1	<p>The Bidder should demonstrate its experience by providing the following information :</p> <ul style="list-style-type: none"> - description of the Portfolio(s) under management - description of the services provided, demonstrating how these are of similar scope to the described in this RFP - total square metres of space - period of time under management (start and finish dates) - client business name 	5
1.2	<p>The Bidder should describe its corporate and operational structure proposed to deliver all elements of this RFP and explain how it will be effective. The Bidder should describe its approach to include at minimum the following :</p> <ul style="list-style-type: none"> - identify the various positions proposed for its organization including type and quantity - identify which non pass-through resources will be dedicated and which will be shared with other clients - provide a description of the functions of each position - outline approach to skills development, training, succession planning, etc - indicate which services will be delivered through the use of internal resources and which will be delivered through subcontractors - identify head office functional support - provide an organization chart(s) - provide the methodology to be used to meet all timelines in Annex A, 	10
1.3	<p>The Bidder should provide at least three (3), to a maximum of five (5) client references which are not a party to the Bidder's Detailed Bid.</p> <p>For each reference the Bidder must provide a brief description of its role with them and the size of their Portfolio (# of properties, # of leases, # of annual projects and the overall operating and capital budget).</p> <p>These references will be required to validate that the Bidder has experience in:</p> <ol style="list-style-type: none"> 1. Lease Management and Transactional Services 2. Property Management Services in a mixed Portfolio 3. Project Delivery and Management Services <p>Please include the name and address of the client, and the name, current address, telephone number and e-mail address of the contact person(s) for each of these clients.</p>	25
R2	Leasing Management Services (40)	
2.1	<p>The Bidder should describe how it will support the leasing responsibilities of this RFP, to ensure the Portfolio will be serviced by the most qualified individuals. Explain whether resources will be in-house or external resources. How does the Bidder interact with the real estate brokerage community and how, and when, will the Bidder utilize real estate brokers, if at all?</p>	10
2.2	<p>The Bidder should describe what leasing experience for properties similar to the NCC properties it has. The Bidder should describe two examples of high-value leases, in detail, including dollar value, type and size of asset and time required for negotiation and completion by the Bidder that were successfully negotiated and put in place in the</p>	5

	last two years.	
2.3	The Bidder should describe its experience in preparing leasing plans for its clients and its own properties. How will the Bidder meet the requirement of this RFP to prepare a leasing plan for the Portfolio over a multi-year horizon? Describe what the Bidder will include in a leasing plan. Provide a sample of Leasing Plan report.	5

Number	Question	Weighting
2.4	The Bidder should describe how it will gather market intelligence for the NCC's Portfolio, and how it will ensure obtaining current market rents for the Portfolio.	2
2.5	The Bidder should describe some of the Bidder's successes in the preparation and recommendation of strategies to clients to improve the occupancy and financial performance of under-performing buildings or properties.	5
2.6	The Bidder should describe its approach to reduce vacancies and tenant turnover for the NCC Commercial properties.	3
2.7	The Bidder should describe its approach related to lease administration services, rent collections, tracking and reporting. What are the Bidder's systems, processes and practices currently in place for the administration of leases? Provide sample of Lease Abstract and Arrears Reports.	8
2.8	What will be the Bidder's process for managing leases for the NCC properties? What software will the Bidder use and how will the system interface with the property management and leasing functions of the Bidder?	2
R3	Property Management Services (35)	
3.1	The Bidder should describe how it will set-up and manage preventive maintenance and services contracts and any standing offer agreements. What is the Bidder's contracting policy and procurement process? How does the Bidder select vendors/suppliers and then manage these vendors/suppliers? What approach is used to ensure the subcontractors are qualified, reputable and available as required?	8
3.2	The Bidder should outline what experience and licensing it has in the provision of services related to these services in the province of Ontario or Québec?	3
3.3	The Bidder should describe its building inspection process. How will the Bidder meet the building inspections requirement of this RFP? How will the Bidder implement the corrective actions and works resulting from the building inspections? The Bidder is to provide a sample of its Building Inspection Form.	5
3.4	The Bidder should describe its process for reporting on and following-up on incidents of a security, emergency, environmental or insurable nature.	4
3.5	Does the Bidder have a Call Centre; how is it operated and staffed? Describe the Bidder's work order system, including the approach for tenant service calls, including work order generation to close out. What is the Bidder's complaint escalation process?	7
3.6	The Bidder should describe the experience of its property management staff in reference to legislative, regulatory and environmental management matters. How will the Bidder comply with all applicable regulations, laws and the NCC environment policies?	8
R4	Project Management Services (15)	
4.1	The Bidder should demonstrate its Project Delivery and Management experience by providing four (4) projects under management. Each project description should include: - description of how the project(s) are of similar volume and scope to the Project Delivery and Management Services described in the RFP - start and finish dates - value of the Work completed in the 12 month period - client business name and reference contact.	5

Number	Question	Weighting
4.2	The Bidder should describe how it will deliver the project management scope of services. Will projects be delivered by dedicated resources or shared resources, in-house or external resources? Will Property Managers be responsible for the delivery of projects, and if so, what type of projects? What will be the minimum qualifications of the Bidder's project management resources assigned to this Contract?	4
4.3	The Bidder should describe when and how it acquires specialized and professional services such as architectural design, engineering services, etc for project work.	2
4.4	The Bidder should describe how it develops, manages, tracks and reports against budgets for each project and the overall project program.	2
4.5	The Bidder should describe how it will ensure that it is delivering the projects within scope, while on time and on budget. Provide a sample of Project Status Report.	2
R5	Common Services (25)	
5.1	The Bidder should describe how it will meet this RFP requirement for budgeting, expenditure management, and the associated tracking and reporting to the NCC. The Bidder should describe its current operational and capital budget creation process. How does the Bidder account for and report on budget variances? The Bidder should demonstrate its experience by providing a sample annual operating, and revenue budget report and a variance report.	5
5.2	The Bidder must describe its experience in developing complete Business Management and Asset Management Plans. Describe its process to meet the NCC strategic needs, while ensuring compliance to relevant policies and maximum financial and non-financial returns on assets.	2
5.3	What is the Bidder's property management information system (include software used) and accounting platform? How will the Bidder ensure the provision of property management and financial management data that is compatible with NCC systems and how will the Bidder provide property management and financial management data (electronic files) in the format required by the NCC?	2
5.4	What standard management reports does the Bidder presently provide to its clients? What are the Bidder's systems, processes and practices currently in place for the updating and production of different reports at different frequencies? How will the Bidder meet the reporting requirements of this RFP?	2
5.5	The Bidder's must explain how it will provide the services in both Official Languages of Canada. What specific services related to the Real Estate Management Duties does the Bidder currently offer in both Official Languages of Canada? Will all of the Bidder's staff responding to emergency and services calls be bilingual? What leasing staff and what property management staff will be bilingual?	2
5.6	The Bidder should describe how it proposes to adhere to the performance management services while promoting quality and efficiency in service delivery and continuous improvement related to all services within this RFP. The Bidder should reference its experience, current policy, associated processes, and its quality control measures related to quality and performance management.	3
5.7	The Bidder should demonstrate how it will address issue(s) resolution internally within its organization, with its subcontractors and with the NCC.	3
5.8	The Bidder should describe how it will implement a comprehensive tenant relationship management program and explain how it will be effective.	2

Number	Question	Weighting
5.9	The Bidder should provide a copy of its Health and Safety policy and describe its program that demonstrates adherence to all health and safety regulations and measures. The Bidder should include details on measures pertaining to accident prevention and fire hazards recommended by National codes and/or prescribed by relevant authorities.	4
R6	Innovation (5)	
6.1	The Bidder should describe what, if any, value added services it can offer that will most benefit the NCC?	5
R7	Transition Management (10)	
7.1	The Bidder should describe its experience in the process used to transition in/out of an outsourcing agreement, including the lessons learned (if applicable).	2
7.2	The Bidder should describe how it proposes to transition the work from NCC's current Service Provider to the Bidder's proposed solution. The Bidder should outline its expectations of NCC in support of this transition.	3
7.3	The Bidder should provide a detailed transition plan which demonstrates how it will address the elements of this SOW on the Contract Operational Start date. Describe how this will be effective and ensure uninterrupted services for the NCC, its tenants and the general public.	5
R8	Financial Capabilities (20)	
8.1	<p>The Bidder's current financial situation will be evaluated and its ability to stay in business throughout the term of the contract. The analysis will be based on the strength of the financial statements and assets of the Bidder and/or the Indemnifier(s) (the latter as applicable).</p> <p>The analysis will consider, but not necessarily be limited to profitability (particularly revenue, gross profit and operating income), cash flow and liquidity, quick ratio (the ratio of cash, marketable securities and accounts receivable to current liabilities), long-term debt and the letter of reference from the financial institution.</p>	20

Annex D - Submission Requirements

Submission Requirements to be submitted with the Detailed Bid and to be achieved or submitted after the Detailed Bid

Part 1 -

Requirements to be Submitted as part of Detailed Bid

Signature of Bidder	Article 2.6.1, Annex D4
Bid Security	Article 5.3.1
Undertaking to Provide Performance Security	Article 5.4.3, Annex D1
Conflict of Interest Statement	Article 2.6.2, Annex D2
Detailed Bid is in Canadian Dollars	Article 2.6.4 and 4.4.3, Annex F

Part 2 –

Mandatory Requirements to be Achieved or Provided after Submission of Detailed Bid but prior to Contract Award

Employment Equity	Article 2.16.1 Annex E
Supplier – Direct Payment & Tax Information Form	Article 2.16.2, Annex D3
Proof of Insurance	Article 5.2
Proof of Meeting of Regulations	Article 2.16.4
Security Screening of 50% + 1 of Successful Bidder's transition personnel prior to contract award and all Successful Bidder's employees assigned to the Contract prior to commencement of duties	Article 2.16.5
Performance security	Article 5.4 and Article 2.16.6

Annex D1- Consent of Issuer of Letter of Credit

TO: NATIONAL CAPITAL COMMISSION

RE: LETTER OF CREDIT NO. _____

_____ *[Insert name of bank or insurance company issuing letter of credit]* undertakes and agrees to issue and deliver an unconditional letter of credit on behalf of _____ *[Insert name of Bidder]* in favour of the National Capital Commission as payee, in the amount of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)** as provided for in Section 5, Article 5.4 of the RFP, in a form satisfactory to the payee, and otherwise conforming to the requirements of Section 5, Article 5.4 of the RFP, as security for the full, due and timely performance of the covenants and obligations, if the Bidder's Detailed Bid/Proposal submitted under RFP No. **AL1428** is accepted by the National Capital Commission and a written Contract entered into.

DATED this _____ day of _____, 2013.

Name of Issuer and Authorized Signature

Annex D2- Conflict of Interest Statement

No entity affiliated to the National Capital Commission or not at arm's length from the National Capital Commission shall be eligible to reply to this RFP NCC File No.AL1428. Bidders submitting a Detailed Bid in response to this RFP must ensure that they, and all team members and their consultants, in no way, directly or indirectly, have a conflict of interest either real or perceived in relation to any aspect of this RFP or their Detailed Bid for Real Estate Management Duties for the NCC rental properties. By submitting a Detailed Bid and signing and submitting this Annex D2, the Bidder represents that no conflict of interest exists, either real or perceived.

Should the National Capital Commission determine, in its sole discretion, that a conflict of interest, either real or perceived, exists, Bidders shall be notified and their Detailed Bid shall receive no further consideration, and the Bidder acknowledges and agrees that the NCC shall not be liable for any cost, loss of anticipated profit or any other direct or indirect charge or cost associated with the Bidder's response to this RFP and the NCC may, at its sole discretion, draw down on the Bidder's security as liquidated damages.

The **Bidder** acknowledges having read and understood the above statement.

Dated at _____ this ____ day of _____, 2013.

Bidder

Per:

Title:

Annex D3- -Supplier – Direct Payment and Tax Information Form



- New supplier
 Nouveau fournisseur
 Update / Mise à jour

Supplier No. / No du fournisseur

For NCC use only / À l'usage de la CCN seulement

SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM

Fournisseur – Formulaire de Paiement Direct et Renseignements pour fins d'impôt

PART 'A' – IDENTIFICATION / PARTIE 'A' – IDENTIFICATION

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 5px;">Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP</td> <td style="width: 10%; padding: 5px; text-align: center;"><input type="checkbox"/> Yes / Oui</td> <td style="width: 10%; padding: 5px; text-align: center;"><input type="checkbox"/> No / Non</td> </tr> <tr> <td style="padding: 5px;">An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, ou les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.</td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/> Yes / Oui</td> <td style="padding: 5px; text-align: center;"><input type="checkbox"/> No / Non</td> </tr> </table>		Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non	An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, ou les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non					
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, ou les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non					
Address / Adresse	Telephone no. / No. de ☐ telephone						
Postal code / Code postal	Fax no. / No. De télécopieur :						

PART 'B' – STATUS OF SUPPLIER / PARTIE 'B' – STATUT DU FOURNISSEUR

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	SIN – mandatory for (1) & (2) / NAS – obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>	Business No. (BN) / No de l'entreprise (NE)	
GST/HST / TPS et de TVH Number / Numéro :	QST / TVQ (Québec) Number / Numéro :			
Not registered / non inscrit <input type="checkbox"/>	Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat				
Contract for services only / Contrat de services seulement <input type="checkbox"/>	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>	Contract for goods only / Contrat de biens seulement <input type="checkbox"/>		
Type of goods and/or services offered / Genre de biens et/ou services rendus :				

PART 'C' – FINANCIAL INSTITUTION / PARTIE 'C' – RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

Branch number / No de la succursale	Institution no. / No de l'institution :	Account no. / No de compte :
Institution name / Nom de l'institution :	Address / Adresse :	

		Postal Code / Code postal :	
PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT			
E-mail address / Adresse courriel :			
PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION			
I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.		Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.	
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.		Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.	
_____ Name of authorized person / Nom de la personne autorisée	_____ Title / Titre	_____ Signature	_____ Date
Telephone number of contact person / Numéro de téléphone de la personne ressource :		()	
IMPORTANT			
Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).		Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).	
Mail or fax to : Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax : (613) 239-5007		Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopier : (613) 239-5007	

**SUPPLIER – DIRECT PAYMENT AND TAX
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT
DIRECT ET RENSEIGNEMENTS AUX FINS
D'IMPÔT**

Supplier Tax Information

Pursuant to paragraph 221(1) (d) of the Income Tax Act, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the Income Tax Act and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions : Marcel Sanscartier, Manager, Accounts Payable and Receivable – 613-239-5746 ext. 5241

Direct payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

Renseignements sur les fournisseurs aux fins d'impôt

En vertu de l'alinéa 221(1) (d) de la Loi de l'impôt sur le revenu, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la Loi de l'impôt sur le revenu et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – 613-239-5746 ext. 5241

Renseignements sur le paiement direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement vous sera envoyé par courriel.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

The advantages of direct payment

Direct payment is a convenient, dependable and timesaving way to receive your invoice payment. Direct payment is completely confidential.

There is less risk of direct payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct payment will be available in your bank account on the same day that we would have mailed your cheque.

Avantages du paiement direct

Le paiement direct est une méthode pratique, fiable, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement direct est entièrement confidentiel.

Avec les paiements direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.

Revised November 2012

Annex D4 - Signature of Bidder

Request for Proposal File No.: AL1428

TO: Procurement Management Services
National Capital Commission
Finance and procurement Division
40 Elgin Street, 3rd Floor Service Centre
Ottawa, Ontario, K1P 1C7

I/We

(Name of Bidder)

Hereby offer to provide the services that are required to perform in a careful and workmanlike manner all the work embraced in the requirements described in the **RFP No. AL1428** for the Detailed Bid submitted herein.

I/We acknowledge and agree that I/we have read and understood the requirements of this RFP and I/we have undertaken all necessary due diligence to satisfy myself/ourselves as to all the responsibilities and all obligations inherent in the provision of services requested therein

I/We undertake to enter into a Contract for the Detailed Bid submitted, incorporating all terms and conditions of this RFP, for the execution of the services if notified by the NCC of the acceptance of the Detailed Bid.

I/We undertake to be bound by the terms and conditions of this RFP and the Detailed Bid that we submitted.

ADDENDA

I/We acknowledge receipt of the following addenda and have included the requirements of it/them in my/our Detailed Bid.

(**Bidder** to enter number and date of addenda issued, if any).

SIGNATURE:

IN WITNESS WHEREOF I (WE) have hereunto set (my, our) hand(s) this

_____ day of _____, _____.

Signed, and delivered by the **Bidder** in the Presence of:

Signature of **Bidder**

Signature of Witness

Annex E Federal Contractors' Program for Employment Equity



**Human Resources and
Skills Development Canada**

**Ressources humaines et
Développement des compétences Canada**

Labour Branch

Direction générale du travail

**Federal Contractors
Program**

**Programme de contrats
fédéraux**

OFFICIAL USE ONLY

Certificate N° :

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal Name of Organization	Parent company is located outside Canada Yes No		
Operating Name (if different)	Procurement Business N° :		
Employer's North American Industry Classification System (NAICS) Code Number	Total no. employees in Canada (Full-Time/Part-Time/Temporary) ▶		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name	Title		
Telephone	E-mail		
CERTIFICATION			
<p>The above-named organization: •having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees in Canada, AND •intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.</p>			
SIGNATORY			
NOTE: The signatory must be the Chief Executive Officer OR a prescribed person in a senior management position with authority to act on behalf of the organization.			
Name (print)	Title		
Signature	Date		
RETURN INSTRUCTIONS			
<p>IMPORTANT •Your organization will be required to implement an Employment Equity Program once awarded a contract of \$200,000 or more. You could then be subject to a compliance review which could take up to a year to complete.</p>			

CRITERIA FOR IMPLEMENTATION FEDERAL CONTRACTORS PROGRAM

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President:

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities and members of visible minorities)
- the measures the organization has undertaken or will undertake to develop an employment equity program and to meet the corporate objective
- the progress toward implementation of employment equity

Employment equity should be supported by communication activities such as posting the corporate objective or related employment equity messages on bulletin boards and distributing flyers or notices. In addition, the use of e-mail, web sites, newsletters and information sessions for management and employees may also be considered.

To support ongoing communication, the organization should maximize opportunities to educate management, employees' representatives and supervisory personnel on their responsibilities with respect to employment equity and to seek their cooperation in order to achieve the corporate objective. An Employment Equity Committee can often serve as an excellent channel for communications (see criterion 2).

Contractors are encouraged to consult *Guideline 2: Communications* for more information.

Reference: *Employment Equity Act, Section 14 and Paragraph 15(1)(a)*
 Employment Equity Regulations, Subsection 11(j)

HRSDC Internet site at:

<http://www.hrsdc.gc.ca/en/lp/lo/lswewe/program/fcp/criteria/1.shtml>

Criterion 2: Assignment of Senior Official to Be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization and have sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to:

- demonstrate at all times the commitment among senior management to employment equity and communicate this commitment to all levels of the organization
- establish an Employment Equity Committee with the aim of articulating the concerns of the workforce and in particular the needs and suggestions of the designated groups
- consult and encourage employees' representatives to participate in the process of implementing employment equity, as such involvement will help ensure that the Employment Equity Program receive the necessary support from all parties
- ensure that the other 10 Federal Contractors Program (FCP) Criteria for Implementation are carried out with the support of the above-noted individuals
- sign off the EE Plan

In cases where the organization is geographically dispersed, it may be more practical to assign responsibility for planning and implementing the employment equity program to the manager/director of each region or branch. However, the organization still requires a senior official to oversee and educate the managers/directors. This will ensure meeting FCP requirements across the organization.

Contractors are encouraged to consult *Guideline 3: Consultation and Collaboration* for more information.

Reference: *Employment Equity Act, Section 15*

Criterion 3: Collection of Workforce Information

Contractors can fulfill this criterion by collecting and recording the following workforce information for the designated group members and all employees:

- internal representation data (stock data) taken from the self-identification survey (a high response rate is recommended as a foundation for further analysis)
- hiring, promotion and termination data (flow data) that will allow the contractor to track the progress of employment equity over time
- salary data including top and bottom salary ranges

The above workforce data must be further broken down by:

- employment status (permanent full-time, permanent part-time and temporary)
- four-digit National Occupational Classification (NOC) code grouped into the appropriate 14 Employment Equity Occupational Groups (EEOGs)

<p>NOTE: Use of the Employment Equity Computerized Reporting System (EECRS) is strongly recommended to facilitate the collection and management of internal workforce data</p>

When designing a self-identification survey, contractors should follow the format established in the *Employment Equity Regulations*.

Contractors are encouraged to consult *Guideline 4: Collection of Workforce Information* for more information.

Reference: *Employment Equity Act*, Paragraph 9(1)(a), Subsections 9(2) and 9(3) and Section 17 *Employment Equity Regulations*, Sections 3, 4, 5, 6, 7 and Subsections 11(a), 11(b), 11(c), 11(d), 11(e) and 12(1) and 12(2)

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by:

- analyzing the organization's internal representation data (stock data) generated in Criterion 3 by comparing these data with the external representation (availability) using reasonable areas of recruitment at the Employment Equity Occupational Group (EEOG) and/or NOC Unit Group level and at the national, provincial/territorial or Census Metropolitan Area (CMA) level, as appropriate
- analyzing the concentration of the four designated groups by comparing their distribution with that of non-designated group employees at the EEOG level. For example, comparing the distribution of Aboriginal peoples with that of non-Aboriginal peoples
- analyzing the salary levels of the four designated groups by comparing with all non-designated group employees at the EEOG level
- analyzing the hiring, promotions and terminations data (flow data) generated in Criterion 3 for each designated group in each occupational group where underrepresentation has been found by comparing
 - shares of internal hiring with external representation from the Census of Canada and the Participation and Activity Limitation Survey (PALS)
 - shares of internal promotions with internal representation
 - shares of internal terminations with internal representation

Please note: This flow data analysis only applies to follow-up compliance reviews.

The contractor must prepare a narrative summary of the results of the above analyses.

HRSDC provides various tools to help contractors complete a workforce analysis. Specifically, these are the Workforce Analysis function in the EECRS, Workforce Analysis Template, the Salary or Clustering Analysis Template and the Employment Equity Data Report which contains the latest Census and PALS data available that provides information about the level of designated group representation in the Canadian workforce. These are all available on the HRSDC Internet site.

Contractors are encouraged to consult *Guideline 5: Workforce Analysis* for more information.

Reference: *Employment Equity Act*, Subsection 5(b) and Paragraph 9(1)(a) and Subsection 9(3)
Employment Equity Regulations, Sections 6 and 7 and Subsection 11(f)

Criterion 5: Employment systems Review

For each designated groups where underrepresentation was found in the workforce analysis (Criterion 4), contractors can fulfill this criterion by:

- conducting an extensive review of all formal and informal employment policies and practices to eliminate systemic, actual or potential barriers to employment that may exist in the ways in which the organization traditionally recruits, selects, hires, develops and trains, promotes, retains, terminates and accommodates employees
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits
- demonstrating that new policies and practices used at all levels of the organization where human resource decisions are made are free of bias toward designated group members

Contractors are urged to invite designated group members of their organizations to participate in the employment systems review.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* for more information.

Reference: *Employment Equity Act*, Subsection 5(a), Paragraph 9(1)(b) and Section 17
Employment Equity Regulations, Sections 8, 9 and Subsection 11(g)

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing:

- numerical (quantitative) goals to address any deficiencies identified in the workforce analysis and in the flow data analysis (Criterion 4)
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (Criterion 5)

These goals are to be clearly stated in the Employment Equity Plan (as described in Criterion 7), accompanied by target dates for their achievement and the individual responsible for achieving these goals should be clearly identified. Goals must include realistic targets related to projected opportunities for hiring and promotion and must clearly correct an underrepresentation and/or concentration of designated groups in specific occupations.

Criterion 6: Establishment of Goals (continued)

Numerical goals must be real numbers and/or percentages that show, in measurable terms, the expected change in the representation of each designated group. Where corporate forecasts do not predict any job vacancies, provisional numerical goals should be stated in the event that unanticipated vacancies arise. Short-term numerical goals are usually set for a period of three years while long-term numerical goals are set for a period of over three years.

Non-numerical goals support the organization's broader employment equity objectives and include initiatives aimed at ongoing communications, modification of employment policies or practices (e.g., recruitment strategies), provision of training and development, improvement of accessibility for persons with disabilities, and establishment of a positive work environment.

The goals must consider:

- areas where improvement is possible based on historical turnover and future business plans
- the impact of using alternative recruiting sources and adjusted qualification requirements
- restrictions imposed by collective agreements on hiring or staff movement
- the effect of filling certain positions in fields that require specialized skills
- anticipated future vacancies

In cases where a contractor's workforce is located in more than one geographic area, the organization may establish goals for each area. This will allow for the recognition of regional differences and reinforce local management accountability for the achievement of employment equity. However, when managers develop goals for their own operations, these goals should also be reviewed at the corporate (head office) level to ensure consistency and adherence to the corporate commitment.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Paragraphs 10(1)(d) and 10(1)(e), Subsections 10(2) and 10(3), Sections 11 and 13

Criterion 7: Development of an Employment Equity Plan

The objective of the *Employment Equity Plan* is to guide the organization toward meeting its employment equity goals. It should contain:

- numerical goals (Criterion 6)
- non-numerical goals (Criterion 6) that:
 - identify barriers to be eliminated as a result of the employment systems review (Criterion 5)
 - specify the temporary special measures, reasonable accommodation (Criterion 8) and permanent positive policies and practices (Criterion 9)
 - identify how the program will be regularly communicated (Criterion 1)
 - indicate how the program will be monitored (Criterion 10)

These goals have to be assigned to individuals or units within the organization with a schedule of activities over the first three years for short-term goals and for more than three years for long-term goals.

The plan should be viewed as a working document and as such, be reviewed regularly. Changes to the plan should be made as required when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

In cases where a contractor's workforce is dispersed over more than one geographic area, the organization may wish to delegate responsibility for developing individual plans of action to each geographic unit so that goals and proposed activities are relevant to the respective situations. However, such region or branch plans must be integrated into a comprehensive corporate plan to allow effective monitoring of achievement by both the organization's executives and Human Resources and Skills Development Canada.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Section 10, Paragraph 15(1)(b) and Subsections 15(2) and (3)
Employment Equity Regulations, Subsections 11(h) and 11(i)

Criterion 8: Adoption of Special Measures and Reasonable Accommodation

Contractors can fulfill this criterion by taking temporary special measures within their organizations to accelerate the entry, development and promotion of designated group members. The aim of these special measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Special measures may include activities related to recruitment, training and skills upgrading for future promotion and assignments (for example, temporary modification of promotion requirements or targeted recruitment/training).

Reasonable accommodation refers to steps taken to address the different needs of designated groups. This might include such actions as adjusting job duties, reevaluating skill requirements or making structural changes to meet the needs of persons with disabilities. It might also include special leave provisions to accommodate the observance of traditions of persons from different cultural and religious groups.

Contractors are encouraged to develop and implement a written accommodation policy.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* and *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Subsections 5(b) and 6(a), Paragraphs 10(1)(a) and 10(1)(c) and Subsection 10(3)

Criterion 9: Establishment of a Favourable Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but also is conducive to the retention and movement of all employees from one occupational level in the organization to another.

Positive policies and practices may include:

- formal written policies on employment equity and non-harassment
- an employee assistance program
- mentoring programs
- exit interview procedures
- multicultural events to promote the understanding of designated groups

Reference: *Employment Equity Act, Section 2*

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's Employment Equity Plan measures to regularly monitor and evaluate the organization's employment equity program and retain all relevant statistics and documentation.

The description of the monitoring system should include:

- methods to be used to determine the organization's status with respect to meeting its employment equity goals at any given time
- time frame and methodology for periodically reviewing and updating the statistical profile of the organization's workforce, communication of employment equity achievements or concerns, the status of remedial measures and the impact of new policies and practices
- identification of employees responsible for analyzing the results, initiating any subsequent actions or change in plans and reporting progress to the organization's Chief Executive Officer, management, supervisory personnel, employee representatives and all employees

Criterion 10... cont'd

Monitoring should allow for revisions to the Employment Equity Plan when goals are not being achieved and for a re-evaluation of goals if these goals are being achieved more quickly than expected.

Contractors are encouraged to consult *Guideline 9: Monitoring, Review and Revision* for more information.

Reference: *Employment Equity Act*, Subsection 12(b) and Sections 13 and 17
Employment Equity Regulations, Subsection 11(i)

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site visit conducted by an HRSDC – Labour officer in order to determine the organization's progress toward achieving a representative workforce as required by the FCP.

The HRSDC – Labour officer should have access to:

- the organization's facilities
- all documents related to the organization's employment equity program
- the organization's employees, senior managers and employees' representatives for interview purposes

Reference: *Employment Equity Act*, Section 23

Annex F – Basis of Payment Schedule

Introduction

The Basis of Payment is comprised of the fees for Property Management Services, Lease Management Services and Project Delivery and Management Services and Optional Services. All fees are in Canadian dollars, Goods and Services Tax, Ontario Harmonized Sales Tax and Provincial Sales Tax extra, if applicable.

Service Provider's Fees

Property Management Services

The Service Provider's all inclusive Fee for Property Management Services (excluding Head Leases and Land Leases) is ___% of Revenue *(NCC to insert the quoted fee prior to award)*.

The Service Provider's all inclusive Fee for Property Management Services for Head Leases and Land Leases only is ___% of Revenue *(NCC to insert the quoted fee prior to award)*.

NB - REM will allow for pass through costs for one (1) senior property manager, and one (1) lease administrator to a maximum allowable cost of \$150,000.

Lease Transactional Management Services

The Service Provider's All-Inclusive Fee for Leasing Services is ___% of rent for a one-year fixed lease term.

Project Delivery and Management Services

The Service Provider's all inclusive percentage fee for Project Delivery and Management Services for Operating and Capital projects is:

Operating Projects - _____% *(NCC to insert the quoted percentage fee prior to award)*

Capital Projects - _____% *(NCC to insert the quoted percentage fee prior to award)*

MILESTONE PAYMENT**TO BE COMPLETED AT AWARD****COM/LAND – FY 2014-2015**

Month	Monthly Totals						Salaries	Total Monthly Payments
	Estimated Pass Through Costs	%	Fees	%	Holdback	Holdback Amount		
April 1st	\$135,000	9	TO			TO	\$12,500.00	TO
April 30th	\$105,000	7	BE	8.33	10%	BE	\$12,500.00	BE
May	\$97,50,000	6.5	INPUT	8.33	10%	INPUT	\$12,500.00	INPUT
June	\$97,50,000	6.5	AT	8.33	10%	AT	\$12,500.00	AT
Both parties to Reconcile Finances in July / Performance Management Meeting								
July	\$105,000	7		8.33	10%		\$12,500.00	
August	\$105,000	7	CONTRA CT	8.33	10%	CONTRA CT	\$12,500.00	CONTRA CT
September	\$120,000	8		8.33	10%		\$12,500.00	
Both parties to Reconcile Finances in October / Performance Management Meeting								
October	\$135,000	9		8.33	10%		\$12,500.00	
November	\$150,000	10	AW/AR D	8.33	10%	AW/AR D	\$12,500.00	AW/AR D
December	\$150,000	10		8.33	10%		\$12,500.00	
Both parties to Reconcile Finances in January / Performance Management Meeting								
January	\$150,000	10		8.33	10%		\$12,500.00	
February	\$150,000	10		8.33	10%		\$12,500.00	
March				8.33	10%			
TOTAL	\$1,500,000.00	100		100	100		\$150,000	
Final reconciliation and audit of finances to occur in April/May Year-end performance Management Meeting								

COM/LIR - Operating costs are approx. \$1,500,000 + inflation (R&M \$650K, Utilities \$825K and Major Ops \$425K) with revenue of \$9,200,000.00

Annex G – Acceptable Bonding Companies

The acceptable bonding companies can be found on the following web site:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027>



Annex A

Statement of Work

And

Corresponding Attachments

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1 Purpose and Scope

For purposes of this Contract, Real Estate Management Services shall include but not be limited to, property management, lease administration, leasing, project delivery and management and shall include financial and accounting services as part of these functions.

The Service Provider must act diligently, efficiently, in good faith and in accordance with the standards applicable to a prudent owner in performing the Real Estate Management Services and all other obligations and services required under the Contract. The Service Provider shall at all times apply with applicable laws and with requirements of insurers.

This Annex includes that Statement of Work and sets out the work that the Service Provider must perform which shall include but not be limited to: property management, lease management, project delivery and management and Optional Services (which the NCC may assign in whole or in part, at any time during the term of the Contract to the Service Provider).

The work is to be performed on the NCC Commercial and Land Portfolio as listed in Schedule A. While professionally performing all Real Estate Management Services, the Service Provider must:

- provide optimum management of the NCC Commercial Portfolio assets
- assist the NCC in attaining its mandate and implementation of its master plans
- maintain the properties in good condition
- promote the use of best real estate management practices
- safeguard the asset base
- conform to all legislation and regulations and seek continuous improvement
- minimize costs and maximize the NCC's net return to the greatest extent possible within the NCC's unique mandate and regulated operational context
- follow the NCC's environmental policy in its day-to-day operations
- operate within the terms and conditions set out in this RFP

2 Lease Management Services

In accordance with Treasury Board and NCC policies, and the principles of the NCC Master Plans, the NCC shall seek to attain highest and best use and maximizes revenues and achieve market rates, where possible, from its real estate Portfolio.

In order to ensure consistency of lease terms, the NCC will require the Service Provider to use standard NCC lease forms.

2.1 Leasing Plan

Effective lease management requires systematic and comprehensive planning. The Leasing Plan is prepared within the context of the overall management strategy for the Commercial and Land Portfolio, including Mixed-Use Residential properties. The Leasing Plan (for the next 2 years) must set forth proposed marketing initiatives, outside broker involvement, tenant mix, rental rates, tenant inducements and other material terms and conditions for vacant premises and renewals of the existing tenancy agreements.

Scope of Services

- 2.1.1 The Service Provider must provide an annual Leasing Plan, along with the annual Business Management Plan on November 1st. This management analysis comprises of a quantitative and qualitative synopsis of the Portfolio's plan which is provided to the NCC, for approvals and then updated on a quarterly basis. The plan includes but is not limited to:
- opportunities for highest and best use of space
 - issues, options, and risks within the Portfolio
 - a market analysis and comparable market activity, including supporting documentation, to sustain the Portfolio for the next 24-36 months
 - previous year's actual revenues, the current year's revenue and next year's projected revenues
 - leasing projections for vacancies, projected vacancies and renewals within the upcoming four years
 - analysis of investment costs for any proposed enhancements to vacant space and/or renewals, including the anticipated benefits of such
 - projected transaction types (new or renewal) with proposed lease terms (dates, revenues, incentives, internal/external leasing fees, tenant inducements, etc)

- 2.1.2 The Service Provider must develop and provide NCC, on a monthly basis, a financial-based, Leasing Report for all expired leases or leases expiring within the next twelve month rolling period. The plan must include, but not be limited to:
- details on vacancy and availability
 - rolling vacancy and availability details, by Portfolio, number of months vacant and/or lease termination date
 - rent details
 - vacancy percentage for current month and reason for vacant and un-leasable units.
 - number of new leases, renewals, upcoming expiries, escalations, terminations, assignments, sub-leases and over-holdings
 - list all non-residential leases in order of expiry and the status of renewal activity for all leases expired or expiring within the upcoming year
- 2.1.3 The Service Provider must assess the marketability of vacant properties including the nature, quality and location of the space, other local activity and economic conditions, in order to make recommendations to improve marketability, including investment costs and establish market rents for Portfolio properties.
- 2.1.4 The Service Provider must provide NCC with a quarterly Leasing Plan Variance Report identifying the number of new leases, renewals, upcoming expiries and the status of renewal activity for all leases, variances against forecasted activities.
- 2.1.5 The Service Provider must manage all tenant rights, such as First Refusal, options to expand, exclusivities and ensure that NCC is in compliance.

2.2 Leasing and Renewal Services

The Service Provider must be responsible for both the new and renewal leasing of all Portfolio properties in a manner that optimizes the revenue stream for NCC by minimizing vacancies and maximizing rental renewals and market rates.

The lease approval process is a multi-stage process that allows the NCC to approve all leases, prior to signatures.

Scope of Services

- 2.2.1 The Service Provider must market vacant NCC space, to the general public and target market, through newspaper advertisements, the brokerage community, signage on the site, and other means.
- 2.2.2 The Service Provider must maintain broker relationships and be current on leasing transactions, trends and factors affecting property by preparing flyers and marketing updates to brokers on a monthly basis.

- 2.2.3 The Service Provider must conduct negotiations with the tenants, for both new and renewal leases, which reflect best industry practices while obtaining best value for the NCC. All lease transactions must be done in a professional manner that demonstrates openness and fairness during negotiations, while ensuring all NCC requirements are met.
- 2.2.4 The Service Provider must evaluate and assess the financial and operational capabilities of new tenants and arrange leases and agreements which ensure occupancies do not adversely affect other tenants.
- 2.2.5 The Service Provider must select the most appropriate type of NCC leasing instrument for all new leases, renewals, amendments, surrenders, permission to enter and arrears repayment agreements to address the issues of ownership, liability, security, construction, maintenance, and removal of tenant improvements, for signature by the NCC.
- 2.2.6 The Service Provider must, for any current government or quasi-government occupancy, create all associated paperwork, after negotiations by the NCC. The NCC will then sign the lease with the tenant and turn it back to the Service Provider for administration, management and appropriate services.
- 2.2.7 The Service Provider must negotiate and prepare lease surrenders, assignments and related documentation with tenants and recommend acceptance or rejection to the NCC. All documentation will be provided to the NCC for signature.
- 2.2.8 The Service Provider must provide NCC with the originals of all residential leases, under \$20,000, signed on behalf of NCC within 10 business days of execution. If the annual CPI pushes the annual rental rates over \$20,000 then the Service Provider must prepare the documentation as per Article 2.2.10 and provide to the NCC for signature.
- 2.2.9 The Service Provider must complete the Lease Approval Form – LAF (See Appendix J) in full for all properties, including the property details, lease terms and conditions, market analysis, retail tenant merchandising capabilities, rent abatements, finance details and individual responsibilities. The Service Provider is to identify any deviations from the standard lease template on the form, including any additions and/or deletions of clauses. The LAF will be accompanied by an unsigned lease document when submitted to NCC for approvals.
- 2.2.10 The Service Provider must ensure that all lease agreements take into consideration applicable federal, provincial and municipal government regulations and policies that relate to accessibility, environment, heritage, health and safety, the Official Languages Act and signage.
- 2.2.11 The Service Provider must perform accredited reference and credit checks on prospective tenants. For Commercial leases, the tenant documentation must include Articles of Incorporation and two (2) years financial statements.
- 2.2.12 The Service Provider must negotiate renewals with tenants, commencing the negotiation sufficiently in advance of the renewal date to ensure continued occupancy at the highest possible rent.

- 2.2.13 The Service Provider must, with assistance from REM, seek a Federal Land Use and Design Approval (FLUDA) for those new agreements with land/structures usage that involve a change in land use prior to the creation of a binding agreement and/or lease. The Service Provider will support the same for any existing tenants who are requesting changes to land/structure usage.
- 2.2.14 The Service Provider must provide NCC with a minimum of three copies for all non-Residential leases, renewals, and amendments, which will be signed by the NCC within 10 business days of submission.
- 2.2.15 The Service Provider must maintain updated files with relevant information, correspondence, agreements and rent justifications, and make files available to the NCC on request.
- 2.2.16 The Service Provider must provide a monthly detailed reconciliation of items included in the calculation of Leasing fees and Commissions where applicable.

2.3 Lease Administration

Lease Administration is a key component of Lease Management Services and can mitigate commercial real estate risk, accurately manage revenues and ensure complete reporting for the NCC. It should include, but is not limited to the following activities:

- documenting each lease transaction
- monitoring and reporting on all active leases, lease expiries, options, etc.
- allocating and setting up all rents, recoveries, proportionate shares, adjustments, billings, etc.
- collecting and depositing rent
- maintaining a lease database
- maintaining tenant insurance certificates
- verifying coverage and additional insured

Scope of Services

- 2.3.1 The Service Provider must set up and maintain an electronic information management system that includes information on all of the NCC properties, and will grant the NCC with continuous read-only capability.
- 2.3.2 The Service Provider must provide NCC, along with any fully-executed document, the associated lease abstracts.
- 2.3.3 The Service Provider must manage leases in accordance with the terms and conditions of the lease. The Service Provider must advise the NCC should any deviations occur and provide the NCC with a corrective action plan.
- 2.3.4 The Service Provider must ensure that tenants do not engage in unethical business practices.
- 2.3.5 The Service Provider must prepare for service all notices, applications and all other legal documents required to be served on tenants, as directed by the NCC.

- 2.3.6 The Service Provider must provide NCC with timely information for legal proceedings, as per the covenants of the lease and/or the Landlord Tenant Board guidelines. They shall provide all support required, by the NCC, to enable the NCC to pursue its legal remedies.
- 2.3.7 The Service Provider must conduct move-in inspections and regularly monitor properties to ensure that tenants conform to all lease provisions and statutory regulations related to the property and that the Landlord's obligations under the leases are fulfilled.
- 2.3.8 The Service Provider must investigate and take necessary action to resolve complaints from tenants.
- 2.3.9 The Service Provider must ensure that tenant insurance certificates are kept current and comply with the lease.
- 2.3.10 The Service Provider must manage the parking provisions of leases, such as the allocation of parking spaces.
- 2.3.11 The Service Provider must manage the distribution of documentation to tenants that pertains to the provision of bilingual services (example, municipal assistance programs).
- 2.3.12 The Service Provider must monitor and enforce, by performing a minimum of one inspection per tenant per year to validate that the Official Languages requirements for each lease, including exterior signage and services of tenants are being met. The Service Provider shall perform additional inspections in cases where tenant compliance is more difficult to obtain. The Service Provider must provide status reports to the NCC on request and follow up with non-compliant tenants to ensure Official Languages compliancy, as per Appendix C.
- 2.3.13 The Service Provider must ensure that tenants are invoiced for additional charges according to the terms of the lease (i.e. operating expenses, excessive use costs, tax recoveries and utilities) and where/when applicable develop the associated lease amendment.
- 2.3.14 The Service Provider must prepare tax related notices for tenants in accordance with federal and provincial regulation.
- 2.3.15 The Service Provider must advise, the NCC, of any lease activity that may affect the payment and/or recovery of realty taxes (new leases, renewals, assignments, terminations and vacancies).
- 2.3.16 The Service Provider must provide a monthly Realty Tax Responsibility Report, listing all leases where tenants are responsible for payment of taxes to the NCC. Ensure that proof of payment is provided by tenants who pay realty taxes directly to the municipality, where required by the lease.

2.3.17 The Service Provider must develop an inspection form and carry out move-out inspections for all outgoing tenants to determine rationale for leaving, confirmation that premises remain in accordance with the lease obligations and to determine if the security deposits can be returned free and clear. The inspection form must be signed by the Service Provider and the tenant and provided to the NCC.

2.4 Rent Collection

As a federal government entity it is incumbent on the NCC to be fiscally prudent when dealing with monetary issues. As a result, it is imperative that the Service Provider maintain appropriate accounting records in accordance with) Canadian Accounting Standards for Private Enterprises (ASPE) while collecting and depositing the monthly rent revenue.

Scope of Services

- 2.4.1 The Service Provider must implement an accounting control process for managing the financial relationship with every tenant in a manner that produces a complete audit trail.
- 2.4.2 The Service Provider must diligently pursue the collection of base rent, percentage rent, operating costs, taxes, utilities, last month rent deposits, security deposits, or any other category of tenant's financial obligations pursuant to any lease or agreement, either directly or through a collection agency. The Service Provider must maintain a copy of all Letters of Credit and provide the original to the NCC.
- 2.4.3 The Service Provider must take all steps that would be taken by a prudent owner to ensure collection of financial obligations owed by any tenant pursuant to any lease or agreement to maximize financial return to the NCC.
- 2.4.4 The Service Provider must include the establishment and maintenance of a bring forward and accounts receivable aging system so that at any time during the term the amount outstanding, and the period that same has been in arrears can be immediately ascertained.

- 2.4.5 The Service Provider must maintain a record, in each tenant file, setting out particulars of any communication, whether orally or by mail, including the date and time of any phone conversations or personal meetings, an identification of the parties to such conversations or meetings, a summary of the phone conversation or a copy of any letters sent as the case may be, copies of any correspondence that have been returned, and particulars of unsuccessful attempts to contact the tenant whether by telephone or personal attendance including the identity of the person attempting to make such communication, and the date and time of such efforts.
- 2.4.6 The Service Provider must deposit all rents and related payments into the revenue account without delay, issue numerical receipts for cash payments and ensure that the duties related to the receipt, deposit, management and reconciliation of rent and other payments are properly segregated and controlled.
- 2.4.7 The Service Provider must identify monthly prepayments versus annual billings.
- 2.4.8 The Service Provider must ensure that rent escalations, rental step-ups and Consumer Price Index (CPI) are calculated in accordance with leases and ensure that invoicing is adjusted accordingly.
- 2.4.9 The Service Provider must prepare and present all notices, applications and all other legal documents required to be served on tenants, as directed by the NCC.
- 2.4.10 The Service Provider must ensure that residential rental recoveries are collected in accordance with the terms of the leases. If rents remain outstanding for three business days, the Service Provider shall prepare and serve the proper notice of termination (N4) as set out in the Residential Tenancy Act or the applicable notification as set out in the or the Régie du logement (where applicable). If the tenant fails to pay the rent as set out in the notice, the matter shall be referred to NCC who shall reserve the right to direct the Service Provider to prepare and issue the application for eviction and attend any hearings before the Landlord and Tenant Board or the Régie du logement , where applicable.
- 2.4.11 The Service Provider must ensure that all rents, additional rents and operating recoveries are calculated and collected in accordance with the terms of the leases. If amounts have been outstanding five business days, contact must be made with the tenant setting out the particulars of the arrears and demanding immediate payment. If amounts remain outstanding ten business days after the due date, the Service Provider will advise the NCC.

- 2.4.12 The Service Provider must continue efforts to collect outstanding rents, until advised by the NCC that legal proceedings, or other measures, are being undertaken. The Service Provider has no right to commence any action or other legal proceeding or to take any legal remedies or to take action by re-entry or forfeiture of the lease without the approvals of NCC. The NCC reserves the right to pursue any issues, themselves and/or request the Service Provider to represent them, where appropriate.
- 2.4.13 The Service Provider must provide NCC with timely information for legal proceedings, as per the covenants of the lease and/or the Landlord Tenant Board guidelines. They shall provide all support required, by the NCC, to enable the NCC to pursue its legal remedies.
- 2.4.14 The Service Provider must report monthly on arrears and provide progress reporting on the capturing of these monies (See Appendix C).
- 2.4.15 The Service Provider must report monthly variances to the NCC on revenue deposited against forecasted revenue to year-end against established budgets.
- 2.4.16 The Service Provider must provide a quarterly Rent Adjustments Report which outlines the details related to any adjustments and rationale (Appendix C).
- 2.4.17 The Service Provider must report quarterly on the Government Rents-Collected Report (see Appendix C).
- 2.4.18 The Service Provider must manage the allowance for doubtful accounts and recommend the write-off of debts that are deemed uncollectible.
- 2.4.19 The Service Provider must calculate interest on last month rent deposits on March 31st of each year, increase last month's rent (LMR) accordingly and remit excess interest to tenants and prepare T5s for interest income, as per Canada Revenue Agency requirements.

3 Property Management Services

The responsibilities included below for property management services describe the specific services that shall be performed by the Service Provider.

The Service Provider is expected to carry out or supervise and direct the activities required to ensure the proper and efficient operation of the Portfolio including making all repairs and replacements necessary to maintain the Portfolio, in compliance with applicable laws, while ensuring operating efficiency. Normal wear and tear and compliance with the requirements of leases and all applicable laws and regulations are expected by all NCC tenants.

Unless specifically stipulated in the lease, the Service Provider is not required to provide property management services for NCC properties subject to a head lease or land lease. For the Greenbelt Research Farm, the Service Provider must provide property management services for all the lands and the buildings, in accordance with the terms of the lease, where applicable.

3.1 General responsibilities

NCC's goal, for Real Estate Management includes obtaining best value for the provision of complete property management services. The range of required services incorporates a number of services designed primarily for the day to day management of this Portfolio. It is NCC's desire to retain a strategic, oversight role and have the Service Provider deliver the day-to-day operational activities within the Portfolio.

Scope of Services

- 3.1.1 The Service Provider must perform all Landlord covenants for repair and maintenance as contained in the leases.
- 3.1.2 The Service Provider must operate building systems and equipment and coordinate the day-to-day operational activities with the tenants as required.
- 3.1.3 The Service Provider must manage a secure key inventory system.
- 3.1.4 The Service Provider must manage and secure vacant properties (e.g., to prevent winter freeze-up, minimize vandalism).
- 3.1.5 The Service Provider must deal with emergencies to ensure and manage service to its tenants in the event of an emergency or disruption. The Service Provider must develop emergency plans and implement such plans.
- 3.1.6 The Service Provider must respond to and manage incidents to minimize the impact and risk related to the safety of persons, facilities, and equipment.
- 3.1.7 The Service Provider must comply fully with all requirements set out in the NCC's Corporate Administrative Policy and Procedure on Emergency response.
- 3.1.8 The Service Provider must follow-up on Incident/Occurrence Reports provided by the NCC and take reasonable steps to rectify issues identified in these reports without delay.
- 3.1.9 The Service Provider must investigate and correct building/fire code contravention situations without delay.
- 3.1.10 The Service Provider must ensure the operational capability of the assets at all times.
- 3.1.11 The Service Provider must operate the assets to ensure:
 - adherence to safety, health and environmental laws, codes and regulations, and meet the most stringent requirements, where concurrent laws, codes and regulations apply
 - tenant satisfaction and uninterrupted operations (unless unavoidable)
 - protection of asset integrity
 - compliance with warranty requirements
 - effective maintenance activities, repairs and replacements to promote extension of the useful life and operational performance of systems and equipment

- 3.1.12 The Service Provider must provide a monthly detailed reconciliation of items in the calculations of the Basic Property Management Services Fee.
- 3.1.13 The Service Provider must assist with the implementation of NCC master plans as they pertain to rental properties by ensuring that the Service Provider's staff has knowledge of the policies contained in these plans, and that property management activities are consistent with NCC master plans.

3.2 Annual Building and Land Reviews

Regular evaluation of asset performance is essential for directing day-to-day property management operations, maintaining asset life-cycles, preparing corresponding annual budgets, and ensuring tenant satisfaction. Evaluating asset performance is one of the Service Provider's core responsibilities.

Effective property management requires systematic and comprehensive planning and budgeting. Annual Building and Land Reviews, Asset Management Plans and the Life Cycle Management system support the NCC's overall management strategy for the properties. The information will be held in the NCC Integrated Asset Management Information System (IAMIS).

Scope of Services

- 3.2.1 The Service Provider must perform visual inspections on an ongoing basis as part of the day-to-day operations of the assets. These visits include inspection of equipment rooms and occupied space.
- 3.2.2 The Service Provider must notify the NCC immediately, via a phone call and follow-up Incident Report, of any damage to any properties, any claims against the properties and any circumstances that might give rise to such claims.
- 3.2.3 The Service Provider must undertake an annual review of asset performance, including a review of physical condition, and compliance with environmental, health and safety, and other priorities. This Annual Building Review will provide primary input for annual budgets, and will contribute to ensuring the integrity and value of the asset.
- 3.2.4 The Service Provider must undertake an annual review of land leases, including a review of physical condition, and compliance with environmental, health and safety, and other priorities. This Annual Land Review will ensure that the covenants of the lease are maintained and all NCC approvals are required, where applicable

- 3.2.5 The Service Provider must develop the format for the Annual Building Review. The report will include, but not be limited to:
- asset background information
 - overall building physical condition assessment
 - assessment of the condition of building components
 - evaluation of life safety systems
 - assessment of utility management (where applicable)
 - assessment of environmental management systems (where applicable)
 - assessment of signage compliance
 - assessment of heritage policies and legislation compliance
 - a list of deficiencies and corrective actions required (including a Class D estimate)
 - information outlined in Appendix I (Annual Building Review Form)
 - any additional recommendations
- 3.2.6 The Service Provider must complete an Annual Building Reviews schedule and report on deliverables on a quarterly basis. This information will assist in decision making with respect to pursuing major operating and/or capital projects. Further, with respect to project development, these reports may provide information for the preparation of the required Statement of Requirement (SOR).
- 3.2.7 The Service Provider must review Asset Management Plans (in the IAMIS system) to identify any required projects and associated funding in the annual budget submissions. The associated project information will then be updated and tracked in the NCC Life Cycle Management system. For any new projects the Service Provider will be responsible to enter this information in the LCM to initiate the process.
- 3.2.8 The Service Provider must use details from the Annual Building Reviews to provide recommendations and proposed projects for the NCC Multi-Year Capital Plan, Revenue and Operating Budget and Project Plan. These plans will provide forecasted projects for the five upcoming years.

3.3 Service Call Response and Management

Service calls provide an opportunity for personal interaction with tenants, as well as an understanding of building issues. A courteous response to a tenant's service call (in the Official Language of their choice) and prompt follow up action can create a positive impression about the NCC as a landlord.

Scope of Services

- 3.3.1 The Service Provider must provide a 24 hour x 365 days bilingual service call capability and maintain a record of all service calls, complaints etc.

- 3.3.2 The Service Provider must promote and provide one central number that tenants can call at any time of the day or night.
- 3.3.3 The Service Provider must promptly log and maintain all service call data. This will include date and time of the call, the call priority, response time, action taken, time and date that the call was closed and, if any, the number of work orders generated. A monthly Service Call Report will be developed and used to monitor the service calls and must include the data captured, from the calls and identify trends.
- 3.3.4 There are three service call priorities:
- Emergency - a deficiency or breakdown that requires immediate attention to prevent imminent danger to tenants, the general public, or the environment, and which could bring about a shutdown of the property resulting in disruption and loss of production for the tenants
 - Urgent - a deficiency or breakdown that requires immediate attention to reduce the potential for danger or discomfort to tenants, the general public, the environment or the property
 - Normal - other issues such as deficiencies or breakdowns that do not impair current operations or pose any danger to tenants, the general public, the environment or the property
- 3.3.5 The Service Provider must maintain and provide, to NCC, a current list of contacts and immediately advise of any changes via e-mail.
- 3.3.6 The Service Provider must respond to service calls on 24 hours x 365 days per year basis by reporting to the location identified in the service call and beginning an investigation within the maximum response time standards shown here.
- 3.3.7 The Service Provider must, triage all emergency and urgent calls immediately upon receipt and notify the appropriate parties. The Service Provider and/or their subcontractor must then arrive, on site, within the identified timelines.

Table - Maximum Response Time to Service Calls

Priority	Site Arrival
Emergency	30 Minutes
Urgent	60 Minutes
Normal – during business hours	4 Hours
Normal – outside of business day	By noon of next business day

3.4 Building Cleaning

Cleaning services must maintain a level of cleanliness consistent with use of the space, specific needs of the tenants, industry standards and applicable policy and regulatory requirements. The Service Provider

must ensure a safe and productive environment for all tenants and visitors in and about the leased properties.

Scope of Services

- 3.4.1 The Service Provider must deliver a comprehensive cleaning program, based on mutually agreed-upon specifications, for all identified areas, in an efficient, economical, and trouble-free manner where NCC is responsible for these services under the various leases.
- 3.4.2 The Service Provider must establish appropriate frequencies and cleaning operations to ensure tenant and NCC satisfaction while providing a clean, healthy and productive work environment. This includes establishing and managing ongoing service contracts, for building cleaning, in accordance with the industry practices and to meet the requirements of acts, codes, regulations, legislation and government policies.
- 3.4.3 The Service Provider must provide for building janitorial and cleaning for the common area of apartment buildings and multi-tenant properties.
- 3.4.4 The Service Provider must provide patrol cleaning, routine cleaning, scheduled cleaning operations, project cleaning, and emergency cleaning, according to the various leases.
- 3.4.5 The Service Provider must provide for the window cleaning of all commercial buildings on Sussex Drive and 30 Metcalfe Street.
- 3.4.6 The Service Provider must provide for the lower façade cleaning of all commercial buildings on Sussex Drive.
- 3.4.7 The Service Provider must remove snow and ice from building entrances and exits, steps, ramps, sidewalks, driveways and parking areas, to ensure public safety and support tenant operations, and ensure trees, shrubs, fences and walls of buildings are free of blown, plowed or piled snow, where applicable.
- 3.4.8 The Service Provider must use environmentally friendly “green” products where cost neutral or where any incremental cost has been approved by NCC.

3.5 Maintenance Management

NCC understands the importance of preventive maintenance and includes it as a key component of their operational approach. Preventive maintenance has many benefits, including:

- increasing reliability of assets and equipment
- optimizing useful life and operational performance at minimum life cycle cost
- reducing maintenance and repair costs
- reducing energy consumption by enabling equipment to operate under optimal conditions
- enabling facility and equipment performance analysis
- ensuring maintenance adheres to safety, health and environmental standards mandated by applicable legislation
- contributing to a productive work environment for tenants

- enabling effective decision making by providing necessary and sufficient information

The objective of the NCC is to provide operational effectiveness related to the maintenance of facilities in a manner consistent with regulatory and applicable industry standards and includes mandated preventive maintenance for all NCC's systems and equipment.

Scope of Services

- 3.5.1 The Service Provider must validate the NCC-provided equipment inventory, upon Contract award, and identify any gaps by April 1, 2014. (See Schedule B)
- 3.5.2 The Service Provider must assemble and maintain an inventory of equipment, which must include systems that require inspection, testing and servicing, and which must be entered/updated in the NCC's Asset Inventory System (AIS).
- 3.5.3 The Service Provider must implement a comprehensive preventive maintenance program that incorporates best industry practices to schedule, track and record preventive and corrective maintenance and repairs. The program will be evaluated and adjusted, as required.
- 3.5.4 The Service Provider must ensure a cost efficient approach to maintenance management in accordance with the manufacturers' recommendations and established industry practices and to meet the requirements of acts, codes, regulations, and legislation and government policies.
- 3.5.5 The Service Provider must utilize an electronic maintenance management system to facilitate the delivery of such services and maintain and update maintenance management data and information in order to keep the system current and complete.
- 3.5.6 The Service Provider must plan and schedule inspections and related maintenance activities. These maintenance inspections will be conducted at regular intervals, based on operational requirements and best industry practices. The purpose is to:
 - provide safe and reliable equipment and optimize equipment life
 - reduce costs and ensure that the integrity and value of the asset is maintained
- 3.5.7 The Service Provider must develop and maintain preventive maintenance checklists that meet the intent of the program, while ensuring all legislative requirements are met.
- 3.5.8 The Service Provider must minimize the deterioration and protect the physical assets by inspecting and maintaining equipment and systems, correcting minor deficiencies, scheduling and implementing maintenance and repairs identified during inspections, and recording associated maintenance and repair activities which must be provided to the NCC on request.
- 3.5.9 The Service Provider must establish and manage ongoing service contracts for building systems (mechanical, electrical, security, elevators, sprinklers, storage tanks, etc.) in accordance with the manufacturers' recommendations and established industry maintenance practices and to meet the requirements of acts, codes, regulations, legislation and government policies.

- 3.5.10 The Service Provider must inspect and test all above grade, underground and basement fuel oil storage tanks. The Service Provider must establish and maintain a list of all NCC properties where petroleum products are stored including the identity of the tenant who is storing these products. Inform the NCC by letter of any changes, replacement, alterations made to storage tanks, within a month of the alteration.
- 3.5.11 The Service Provider must provide a list of all service contracts, the terms, and the contractor names at the equipment level. This information must be updated on a routine basis and provided to the NCC upon request.
- 3.5.12 The Service Provider must immediately rectify any deficiencies, or identify and schedule major repairs as part of a planned project within the NCC Life Cycle Management (LCM) system.
- 3.5.13 The Service Provider must transfer any replacement equipment data and warranty information to NCC Asset Inventory System (AIS) and add required equipment data, and service frequencies, into the electronic maintenance management system.
- 3.5.14 The Service Provider must prepare and analyze preventive maintenance logs and document the results of the maintenance management program inspections on a monthly basis and report, to the NCC, on a quarterly basis.
- 3.5.15 The Service Provider must analyze building systems and equipment failures and identify NCC-owned equipment and systems approaching the end of their useful lives.
- 3.5.16 The Service Provider must identify performance of different types of equipment, and make comparisons and recommendations to the NCC on which equipment provides best overall life cycle value.
- 3.5.17 The Service Provider must schedule and coordinate maintenance activities to achieve the least disruption to tenant operations, which includes minimizing shutdowns, where possible.
- 3.5.18 The Service Provider must provide a minimum of two weeks advance notice, for any non-Commercial properties, to the NCC and tenants of any proposed shutdowns and other work that may disrupt tenant operations, to allow time for contingency planning.
- 3.5.19 The Service Provider must provide one month's advance notice to the NCC and Commercial tenants regarding any proposed shutdowns and other work that may disrupt tenant operations, to allow time for contingency planning. Due to the nature of the Commercial tenants with extended hours (restaurants and retail) the Service Provider may need to negotiate an acceptable time and plan accordingly.
- 3.5.20 The Service Provider must strive to notify all affected tenants and NCC in the event of an unplanned, emergency shutdown and keep them notified throughout.

With respect to **mandated** maintenance required by legislation:

- 3.5.21 The Service Provider must review its preventive maintenance checklists from time to time to ensure it still meets any legislative or regulatory changes or NCC requirement changes.
- 3.5.22 The Service Provider must provide performance data and justification to the NCC, on a monthly basis, for any mandated maintenance that has not been completed as per the appropriate schedule and regulatory guidelines.

3.6 Energy Management

Effective management of utilities is an important service. Utility costs constitute nearly a third of building operating costs and can greatly impact environmental sustainability. NCC is committed to setting an example of leadership in reducing greenhouse gas (GhG) emissions in its overall property Portfolio.

Scope of Services

A comprehensive energy management program is required, that includes managing energy use in an efficient manner.

- 3.6.1 The Service Provider must budget, using the most economical utility, for building energy, where applicable.
- 3.6.2 The Service Provider must administer and analyze energy use by collecting and providing associated building energy consumption data.
- 3.6.3 The Service Provider must identify problems and trends, in the data, and take correction actions as necessary to minimize consumption.
- 3.6.4 The Service Provider must prepare energy management strategies and plans for annual submission as part of the Business Management Plan. (See Section 5.1)
- 3.6.5 The Service Provider must arrange for contracts by tender or negotiations for provision of fuel oil, natural gas and electricity at the lowest possible rates while engaging in best practices related to energy purchasing strategies.
- 3.6.6 The Service Provider must investigate and capture incentive and subsidy programs offered by the utility companies, and the federal and provincial governments. Any such "rebates" will be identified and offset the operational costs flowed through to NCC.
- 3.6.7 The Service Provider must budget and manage the utility consumptions by:
- reviewing multi-year records of actual consumption and establishing monthly and annual averages and trends
 - considering projected changes that affect energy consumption such as tenant occupancy levels, tenant operations, levels of service, building upgrades, operating procedures and schedules

- preparing detailed time-phased utilities budgets for each applicable property indicating estimated monthly consumption and costs for each utilities component such as, electricity, fuel oil, natural gas, purchased steam, water and sewage
- 3.6.8 The Service Provider must administer and analyze energy use by:
- reading meters and dip fuel tanks regularly and to compare billing data and record building consumption data
 - maintaining information on energy consumption and on changes affecting energy consumption
 - certifying utility invoices for payment and pay promptly to avoid late payment penalties
 - paying, at its own expense, any late payment penalties
 - analyzing energy use monthly, indicate deviations from planned consumption and provide reasons for variances, and recommend corrective action to NCC
- 3.6.9 The Service Provider must identify and implement ongoing adjustments to building operations to ensure efficient building energy performance, including rescheduling operations to reduce demand during peak loads, and implement a load-shedding strategy.
- 3.6.10 The Service Provider must monitor heating ventilation and air conditioning (HVAC) and lighting systems efficiency.
- 3.6.11 The Service Provider must establish a program to reduce energy utilization outside of tenant hours of operation, so as not to jeopardize tenant comfort or satisfaction, through actions such as temperature set back, and equipment shutdown.
- 3.6.12 The Service Provider must ensure meters are inspected and calibrated regularly.
- 3.6.13 The Service Provider must prepare and implement energy management strategies and plans, including:
- updating previous energy audits to reflect any changes that have occurred
 - completing comprehensive energy audits and surveys where no audit has previously been completed and funding has been approved, and identify opportunities for minor energy retrofits and upgrades
 - developing annual project plan taking into account any energy retrofit opportunities

3.7 Grounds Management

The NCC ensures that grounds and landscaping surrounding its buildings are maintained to preserve their aesthetic appeal, cleanliness, functionality, safety and, by way of consequence, their investment value.

Scope of Services

A complete grounds and landscaping program must reflect the individual lease covenants within the Portfolio.

- 3.7.1 The Service Provider must maintain the lawns and snow removal at the Greenbelt Research Farm, Multi-Tenant properties and any vacant properties.
- 3.7.2 The Service Provider must control pests using integrated pest management practices, where applicable and ensure the individual performing the application of pesticides is in possession of an active pesticide operator's license and an active pesticide exterminator's license in accordance with provincial regulations.
- 3.7.3 The Service Provider must inspect any exterior signage to ensure it meets bilingual requirements.
- 3.7.4 The Service Provider must oversee waste management, control and recycling or disposal of hazardous materials, resulting from tenant activities in commercial buildings.
- 3.7.5 The Service Provider must inspect, maintain and repair exterior mechanical and electrical systems, such as fountains, pools, irrigation and lighting.
- 3.7.6 The Service Provider must perform work in compliance with NCC environmental standards and guidelines.

Grounds Maintenance Exclusions

The provision of grounds maintenance services for these identified NCC properties is excluded from the property management obligations of the Service Provider:

- 555 Wellington Street (The Mill Street Brew Pub), Ottawa
- Dows Lake Pavilion and Parking Lot, Ottawa
- 7 Lady Grey Drive, Ottawa
- 80-84 Bayview, Ottawa
- 201 rue Laurier, Gatineau
- York Claredon Courtyard
- Jean D'Arc Courtyard
- Tin House Courtyard
- Beaux Art Courtyard

3.8 Inventory Management

The NCC is required to record and track capital assets and controllable assets within its asset management system.

It is the standard policy to capitalize the cost of a capital asset at the time of acquisition and amortize the cost over its useful economic life, subject to limitations described in Appendix E. Any expenditure

that involves a betterment, alteration or modernization of a capital asset, which appreciably prolongs the asset's period of usefulness, increases its value, or improves its utility, shall also be capitalized.

Scope of Services

- 3.8.1 The Service Provider must identify and tag items on asset lists, included in the NCC Asset Inventory System (AIS) and add to its corresponding maintenance program.
- 3.8.2 The Service Provider must validate all moveable assets in the NCC provided inventory (Schedule B) upon Contract award, and identify any gaps by March 31, 2015.
- 3.8.3 The Service Provider must maintain and include in the inventory, all capital assets, moveable assets, building equipment and supplies, other items supplied by the NCC and any asset that is an allowable pass-through cost.
- 3.8.4 The Service Provider must ensure that all inventories of assets including maintenance and operational consumables, supplies and spare parts, and all controllable assets are maintained at appropriate levels.
- 3.8.5 The Service Provider must take an inventory every year and submit a Furnishing and Equipment Inventory and prior to Contract completion, which shall include capital assets, controllable assets and other items purchased as an allowable pass-through cost, including but not limited to the following:
 - building equipment such as shop tools, portable power tools, hand tools, other general building equipment, and specialized tools or equipment such as portable power generators and compressors
 - building supplies and spares such as basic operation and maintenance consumables, spare parts, as well as general shop supplies

3.9 Emergency Plans

NCC, as the building owner, strives to work with tenants to fulfill their respective responsibilities for life safety. Building owners' responsibilities for fire safety in buildings in use are set out in the National Fire Code of Canada, and provincial and municipal codes and regulations.

Scope of Services

- 3.9.1 The Service Provider must fulfill NCC's owner responsibilities as set out in the National Fire Code of Canada and provincial and municipal codes and regulations.
- 3.9.2 The Service Provider must actively support building tenants in meeting their responsibilities including ensuring coordination of all life safety planning activities.
- 3.9.3 The Service Provider must prepare, regularly update, and implement a Fire Safety Plan for any property which has multiple tenants in cooperation with the fire department and/or other applicable regulatory authorities.

- 3.9.4 The Service Provider must work with the tenants' workplace health and safety committees and/or representatives to ensure their fire safety plan includes:
- Emergency procedures to be used in the event of a fire
 - Appointment and organization of the Service Provider's supervisory staff to carry out fire safety duties.
- 3.9.5 The Service Provider must train its supervisory staff and other tenants on their responsibilities for fire safety in accordance with the fire safety plan. Training should include:
- documents including diagrams complete with the information required under the National Fire Code, related to such
 - requirements and frequency for holding fire drills
 - control of fire hazards
 - inspection and maintenance of building facilities provided for tenant safety
- 3.9.6 The Service Provider must keep a copy of the fire safety and emergency evacuation plan at a central location in the lobby of each multi-tenant building and make it readily accessible to police, fire, and ambulance service personnel.
- 3.9.7 The Service Provider must provide a copy of the fire safety and emergency evacuation plan to the supervisory staff and to the tenant Emergency Warden(s). The plan must include:
- posting fire safety and emergency evacuation procedures, complete with floor schematic diagrams, in the elevator lobby or entrance area of each floor and adjacent to the exit stairwells on each floor
 - conducting annual fire drills in accordance with the National Fire Code
 - participating in and assisting with the coordination of emergency evacuation drills conducted by the building tenants, upon the request of the tenants
 - providing building occupants with the required information concerning the location, operation, and use of portable fire protection equipment and emergency equipment installed in the workplace
- 3.9.8 The Service Provider must inspect, test, and maintain life safety and fire protection and control equipment, including portable extinguishers, fire alarm and voice communication systems, standpipe and hose systems, automatic sprinkler systems, water supply systems, emergency power systems, emergency lighting, smoke control measures, special fire suppression systems, elevators, fire escapes, exits and stairways, in accordance with the National Fire Code of Canada.
- 3.9.9 The Service Provider must maintain records on site pertaining to inspection, testing, and maintenance in accordance with the National Fire Code.
- 3.9.10 The Service Provider must provide support to tenants on request, in their development of emergency procedures related to other emergencies, such as bomb threats, explosions, earthquakes, power failure, chemical accident or spills, emergency or medical response, demonstrations, persons trapped in elevator cars, and violence against employees.

3.10 Life Cycle Management

The Life Cycle Management (LCM) system is a comprehensive data-base that includes all proposed projects as well as provides an in-depth assessment of mechanical, electrical, architectural, structural and building envelope components. It is used to track projects, corrective actions or equipment changes over a multi-year horizon.

Scope of Services

- 3.10.1 The Service Provider must complete the Annual Building Reviews (ABRs) and then input, manage and report on details within the NCC Life Cycle Management tool.
- 3.10.2 The Service Provider must input, into the NCC's Life Cycle Management system, the details relating to all corrective actions, new equipment, warranty details and works resulting from ABR inspections immediately upon identification of the project.
- 3.10.3 The Service Provider must respond to any items identified by the NCC during their quality assurance inspections follow up and report on such recommendations.

4 Project Delivery and Management Services

NCC undertakes a wide variety of real property projects including:

- improvements intended to extend the life of the asset and enhance its performance
- general building and landscape/surface repairs
- base building and fit-up alterations, including space optimization to meet tenants' operational requirements and NCC objectives
- enhancement of existing assets to prevent or delay functional obsolescence
- new construction

NCC has developed its Process for Project Management (PPM), the NCC's methodology for project management, which follows very closely the Project Management Institute (PMI) "A Guide to the Project Management Body of Knowledge" and incorporates the particulars of NCC operational requirements. The objective of this process is to ensure that appropriate systems, processes and controls for managing projects are in place, and support the achievement of project and program outcomes while limiting the risk to stakeholders and taxpayers.

The following PPM principles are applicable for NCC projects to ensure value and that business objectives are met:

- projects are prioritized based on NCC strategic plans and objectives, and project rating system
- project requirements are documented and vetted to ensure consistency with relevant Portfolio strategies before initiating work on the project
- the solution undertaken has been assessed, including identification of risks, to ensure that the best investment solution is selected
- projects are planned such that required approvals are obtained at the appropriate stages of the project
- project resources necessary to develop and deliver the project are planned and secured throughout the life of the project

- projects are monitored and controlled, including management of changes in project parameters
- projects achieve their business outcomes
- projects are delivered respecting scope, time and cost objectives
- projects are closed out in accordance with the project plan, ensuring relevant stakeholder participation and sign-off
- lessons learned are shared
- projects documentation and plans/drawings are maintained

4.1 Planning and Cost Management

Effective planning and cost management is essential for the NCC. The Service Provider must provide for such from conception, through design and ultimately to contract completion. NCC's project identification and associated planning (both Capital and Operating) is part of an integrated process which links the NCC asset management process, including funding and approval processes.

Effective project delivery and management requires systematic and comprehensive planning and budgeting. Annual Building Reviews, Asset Management Plans and the Life Cycle Management system support NCC's overall management strategy for the properties.

The management of these project plans is pivotal to providing value for money and demonstrating sound stewardship in program delivery. A comprehensive approach to managing the overall program should be integrated across the NCC and be appropriate for the level of project risk and complexity of each specific project.

NCC is required to capitalize the costs of its real property capital, betterments and leasehold improvements projects when projects are ready for use or in-service. These costs will be amortized over the remaining useful life rather than expensed in the year of acquisition. This requirement and related processes are described in the NCC Capitalization Policy (see Appendix E).

Scope of Services

- 4.1.1 The Service Provider must ensure that project scheduling is accurate and adhered to throughout the project's delivery and provide performance data to the NCC by:
- developing a program of project work based on the annual project list and funding provided by the NCC
 - negotiating project completion milestones based on the available funding
 - comparing the actual level of completion to the negotiated milestones
 - indicating variances to the NCC and the reasons for these variances
- 4.1.2 The Service Provider must make use of Asset Management Plans, Annual Building Reviews, Life Cycle Management Reports, and other means as required when identifying projects and the associated planning.

- 4.1.3 The Service Provider must annually prepare a five-year capital budget (known as MYCP – Multi Year Capital Plan), and a two-year major Revenue and Operating Budget and Project Plan , identifying proposed project requirements and priorities at a property level. A project must have an individual total project value of more than \$5,000 inclusive of all costs, and applicable fees and taxes. These plans will be submitted, on November 1st, as part of the Business Management Plan.
- 4.1.4 The Service Provider must provide a Statement of Requirements (SOR) for each proposed MYCP and Annual Revenue and Operating Budget and Project Plan. This document is completed during the definition phase of the project and outlines the requirements and a Class D estimate (minimum) for each project included in the annual plans. The SOR also includes a brief description of the options available, an analysis of these options, a recommendation for the preferred option, and a brief risk assessment for each option in terms of scope, time, cost, and other considerations.
- 4.1.5 The Service Provider must seek NCC approval for any changes to the pre-approved individual MCYP project plan and will request additional funding, if required, or turn-back additional project funding, if not required, during the quarterly budget reconciliation and review.
- 4.1.6 The Service Provider must ensure that project cost estimates are accurate and adhered to through the project's delivery, and provide performance data to the NCC by developing a reliable estimated project cost through the use of proper estimating practices and design documents. The estimates must be consistent with the cost estimate definitions based on the following classifications:

Class A (pre-tender)	Based on complete construction drawings and specifications, prepared prior to calling competitive tenders, and sufficient to enable detailed evaluation of tenders. The accuracy of Class A estimates is generally expected to be within 5% to 10% of the actual contract award price for new construction.
Class B (substantive)	Based on design development drawings and outline specifications for the project, including the design of major systems and subsystems, and the results of site investigations.
Class C	Based on a comprehensive list of requirements and assumptions, including a full description of the preferred option's concept design, construction /design experience and market conditions.
Class D	Based on a comprehensive list of project requirements and assumptions.

- 4.1.7 The Service Provider must complete and submit a form for all projects to be capitalized, to the NCC (see Appendix E).
- 4.1.8 The Service Provider must provide monthly project status reports to the NCC on modifications to the scope, budget or schedule and/or outcomes of planned projects and ensure that forecasts are accurate (see Appendix N). The report must include:
- any significant alterations to the project scope or schedule
 - cash flow variances (budget v. actuals) at the Project #, Property ID, and expenses per GL level
 - a revised year-end forecast

- 4.1.9 The Service Provider must provide a monthly detailed reconciliation of items included in the Operating Project Management Fees.
- 4.1.10 The Service Provider must provide a monthly detailed reconciliation of items included in the Capital Project Management Fees.

4.2 Project Delivery Approach

NCC is committed to a project delivery approach that incorporates efficient, effective and standardized project delivery management practices. All projects undertaken by the NCC are:

- planned, managed and delivered in a consistent manner that is transparent with respect to scope, schedule and budget
- delivered taking into consideration the concept of best value
- fully compliant with all applicable legislation, regulations and Treasury Board policies

Scope of Services

- 4.2.1 The Service Provider must manage each project through the generally accepted stages of project delivery while supporting the NCC's Life Cycle Management principles, including:
- maintaining and maximizing the value of NCC real property assets over their entire life cycle
 - ensuring the structural, architectural, mechanical, and functional integrity of the assets, considering objectives set out in Asset Management Plans and the Life Cycle Management system
 - recommending solutions consistent with the standard of architectural and engineering components of buildings
 - ensuring that the heritage character of heritage buildings is maintained in accordance with Federal Heritage Buildings Review Office (FHBRO) Policy by commissioning a Heritage Consultant, where applicable
- 4.2.2 The Service Provider must manage all aspects of each project stage which may include, but not be limited to:
- producing construction documents, in bilingual format, if required
 - managing contract and ensuring hold back and completion procedures are followed
 - selecting consultants (architectural, mechanical and electrical)
 - arranging for preparation of working drawings
 - pre-qualifying bidders
 - preparing and issuing tender documents
 - answering all queries from bidders during the tender period
 - issuing formal addenda during tender period
 - receiving and opening tenders.
 - reviewing, analyzing, recommending and awarding contracts
 - coordinating all project activities and schedules
 - reviewing all revision notices issues by design consultants
 - reviewing all quotations and claims submitted by trade contractors
 - certifying trade contractors' monthly progress draws
 - coordinating deficiency reviews and expedite correction of deficiencies

- 4.2.3 The Service Provider must ensure project file documentation is complete ensuring that applicable core project deliverables are achieved by:
- preparing, maintaining and retaining a project file which contains all project documentation
 - preparing a project file checklist, for review and acceptance by the NCC, to measure the completeness and accuracy of project file documentation
 - conducting internal project audits, as well as cooperating and participating with NCC during quality inspections as requested by the NCC
- 4.2.4 The Service Provider must manage project risk consistent with industry standards by assessing, documenting and managing internal and external risk and developing and implementing contingency and mitigation plans.
- 4.2.5 The Service Provider must ensure project quality, satisfaction and completion, including, but not limited to, design, workmanship and materials, licenses and permits, coordination and commissioning, project cost estimates, and project schedule by:
- developing a generic project completion questionnaire, for review and acceptance by the NCC, to measure NCC and tenant satisfaction for any project over \$10,000
 - completing the project quality checklist at project completion
 - providing a report regarding such questionnaires, together with an analysis of results and recommendations for further action intended to address identified deficiencies
 - cooperating and participating with NCC during quality inspections as requested by the NCC
- 4.2.6 The Service Provider must ensure functionality by:
- providing safe and productive leased space for all occupants, visitors and contractors
 - ensuring a high level of ongoing tenant satisfaction
 - respecting relevant NCC and government policies
 - respecting tenants' work environments and minimizing disruptions
 - ensuring projects are delivered in accordance with approved timelines, budgets and scope
 - including materials of a quality consistent with the architectural characteristics, building design, functional use and the strategic direction for the asset
- 4.2.7 The Service Provider must ensure that projects abide by the NCC's Environmental Policies by:
- integrating environmentally sound and sustainable solutions into project delivery to meet NCC and federal environmental legislation and objectives
 - providing energy-efficient solutions
- 4.2.8 The Service Provider must abide by NCC Security Specifications and where applicable, determine the appropriate security criteria for each project based on specific security requirements, and threat and risk assessments.
- 4.2.9 The Service Provider must refrain from and not permit the commencement of any works to effect a change in land use for any part or parts of the lands or structure comprising part of the Subject Matter without first obtaining Federal Land Use and Design Approval (FLUDA) from the NCC. Therefore, the Service Provider must prepare and submit applications, together with supporting information and studies, to the NCC. <http://www.canadascapital.gc.ca/property-management/how-to-use-federal-lands/federal-land-use-transaction-design-approvals>

- 4.2.10 The Service Provider must suspend all construction activities immediately and advise the NCC of the discovery of any artifacts, features or ruins, or human remains which are discovered and seek direction, from the NCC, regarding the protection and management of these archeological resources or remains. Work shall not be resumed at the location concerned prior to receiving written approvals from the NCC.
- 4.2.11 The Service Provider must provide appropriate drawings (architectural, mechanical and electrical drawings and specifications including shop drawings, as-built drawings, single-line diagrams and other graphical representations), in an electronic format consistent with NCC Computer Aided Design and Drafting (CADD) standards.
- 4.2.12 The Service Provider must maintain, store, and update all electronic master drawing files as needed and transfer CADD drawings, as and when requested. The document archive process is to respect policies on document security.
- 4.2.13 The Service Provider must ensure that all operational and maintenance manuals (including manufacturers' literature for installed equipment, and equipment warranties) and other information are properly maintained on completion of projects.
- 4.2.14 The Service Provider must transfer required data and information to the NCC Asset Inventory System (AIS) and add/delete required equipment data, and service frequencies, into its electronic maintenance management system.

4.3 Commissioning

NCC believes that projects should undergo a commissioning process which is appropriate for the size, scope and complexity of the project. Commissioning activities extend through all phases of a project from concept to occupancy and support a surprise-free environment. Effective commissioning of projects will result in reduced life cycle costs, cost-effective maintenance and a systematic approach to project documentation.

The Service Provider's commissioning management approach and associated activities are to be consistent with those of the NCC.

All commissioning activities are treated as a project cost and budgeted as part of the project approval process regardless of whether the project is delivered by the Service Provider or by NCC and/or third parties.

Scope of Services

- 4.3.1 The Service Provider must undertake commissioning for the projects under its management, consistent with NCC guidelines including, but not limited to:
- integrating operational requirements, issues/concerns into the design
 - preparing and implementing the commissioning plan
 - providing input and comments throughout all phases of the project
 - preparing and issuing operating manuals
 - ensuring the training of operational staff

- inspecting, testing and balancing of the systems and initiating operations
- evaluating performance against the design specification
- transferring required data and information into AIS and LCM
- adding required equipment data and service frequencies into the maintenance management system

4.3.2 The Service Provider must ensure that all operational and maintenance manuals (including manufacturers' literature for installed equipment, and equipment warranties) and other information are properly maintained on completion of projects.

4.4 NCC or Third Party Project Activities

NCC reserves the right to select projects for delivery through its own internal resources and/or through third parties, rather than through the Service Provider and will advise the Service Provider in advance of such projects as part of the project planning and approval process.

Scope of Services

4.4.1 The Service Provider will be required to participate in these projects, working collaboratively with the other stakeholders, in the execution of their work. Therefore, the Service Provider must coordinate and cooperate in activities, such as:

- acting as the constructor
- providing on-site coordination and other project support
- notifying tenants
- obtaining required tenant approvals
- providing access to building services areas and equipment rooms
- scheduling and conducting system shut downs
- updating standard operating procedures of building systems
- transferring required data and information into AIS and LCM
- managing warranties

4.4.2 The Service Provider must assign a commissioning resource and perform certain commissioning management for projects delivered by NCC and/or by third parties as directed by NCC.

5 Common Services

The following services pertain to the entire Contract and should form the basis of property management, lease management, project delivery and management and any optional services delivery.

5.1 Budget Process

Effective Real Estate Management Services requires comprehensive planning and budgeting. The NCC REM branch implements both a Business Management Plan and the Asset Management Plan process. The NCC strives to take a holistic approach to the overall budget and project management cycle which

includes annual adjustments of the major operating and capital project plans to assist the Commission with its overall management strategy.

The planning and budgeting requirements, described in this Statement of Work, are designed to blend with the NCC's processes and systems. The annual budget and planning cycle is initiated by the Service Provider, in the fall, unless otherwise directed by the NCC which may provide a Call Letter or instructions augmenting the requirements to capture specific NCC priorities and budgeting needs.

Scope of Services

- 5.1.1 The Service Provider must create financial procedures and processes for all aspects of its business.
- 5.1.2 The Service Provider must prepare and present an annual Business Management Plan (BMP) to the NCC no later than November 1st, including the last year of the Contract and any extensions, for the NCC's review and approval (see Appendix C). The plan includes:
1. Management Analysis
 - a management analysis and a narrative synopsis of the plan
 - any proposed changes in the resourcing plan
 - any proposed changes to operating procedures or service levels
 - identification of any issues, options, opportunities and risks
 2. Multi-Year Capital Plan (MYCP) project budget for a five-year horizon starting April 1st of the following year
 - prepared on a property by property basis, and a consolidated summary
 - the associated Statements of Requirements (SOR) for the identified MYCP and operating projects
 3. Revenue and Operating Budget and Project Plan for a five-year horizon starting April 1st of the following year prepared on a
 - property by property basis, and a consolidated summary
 - a time-phased budget allocation to indicate cash flow requirements on a monthly basis for the upcoming year
 - identification of revenues and operating expenses, by function code at a property level
 - a reserve budget for non-fixed expenses allocated at a portfolio level
 4. Annual Leasing Plan addressing lease expirations, renewals, vacancies, etc.
- 5.1.3 The Service Provider must plan for all fixed expenses and variable expenses that are required to perform its obligations under the Contract and report and manage on a monthly basis via the Monthly Financial Report (See Appendix D for sample report). This report will also include Gross Revenues and all expenses related to administration and regular repair and maintenance costs, such as utilities, annual service contracts, cleaning, etc., as well as proposed expenses for operating projects (including any applicable fees).
- 5.1.4 The Service Provider must reconcile actual expenditures, against the annual Revenue and Operating Budget and Project Plan during the monthly budget reconciliation and review. The forecasts are to be accurate and the performance data must include:
- identifying cash flow variances for each project (budget v. actuals), for the asset, and for the Portfolio
 - providing revised cash flows if projects are not delivered as planned

- providing a final year-end forecasts, annually, as of December 1st

5.1.5 The Service Provider must seek NCC approval for any changes to the approved individual MYCP project budget and will request additional funding, if required, or turn-back additional project funding (MYCP), if not required, during the monthly budget reconciliation and review.

5.2 Expenditure Management

Activities related to the Real Estate Management Services in this Contract require an established management process for the initiation and authorization of work, the implementation and control of the work, the inspection of completion of the work, and the payment of the subcontracted work.

The NCC requires that the Service Provider manages and controls expenditures within the approved budget, and to regularly report on progress.

Scope of Services

- 5.2.1 The Service Provider must utilize a works management system to assign and control work, track progress, inspect and certify satisfactory completion.
- 5.2.2 The Service Provider must manage and control funds at the property and unit level and project level. In the case of Capital Work, the Service Provider must manage and control funds at the property and building level and project level.
- 5.2.3 The Service Provider must manage expenditures for all work under the Contract, so as not to exceed the approved budget allotment, including:
- paying staff in accordance with terms of their employment
 - paying invoices for utilities and subcontracted services by the due date to obtain all available discounts
 - pay, at the Service Provider's own expense and account, all costs, losses, damages or penalties for late payment of utilities and subcontractors' invoices
 - retain information on each element of cost in sufficient detail for audit purposes
- 5.2.4 The Service Provider must issue all purchase orders / work orders for property expenses.
- 5.2.5 The Service Provider must receive all invoices from suppliers/contractors.
- 5.2.6 The Service Provider must verify work completeness/quality meets or exceeds what is specified in the relevant contract, or industry standards, before paying.
- 5.2.7 The Service Provider must issue payments to all suppliers/contractors.
- 5.2.8 The Service Provider must provide a quarterly Accounts Payable Arrears Report providing explanation for accounts past due more than 90 days (see Appendix C).

5.3 Reporting

Proper reporting and information keeping are key to operating a successful organization. The NCC requires both financial and asset information to carry out its duties related to reporting.

The NCC utilizes this information to verify that the Service Provider has performed the services as outlined in this Statement of Work and to certify that services have been received prior to payments being made by the NCC.

Scope of Services

- 5.3.1 The Service Provider must prepare and submit to the NCC, management information and building operational information, including planning, operating, project, and performance and quality data along with incident information and other data as specified.
- 5.3.2 The Service Provider must prepare and provide, in a timely manner, all reports included and described in Appendix C. Such reports must be provided in the media and format specified, at the frequency specified, and must contain all requisite information.
- 5.3.3 The Service Provider must promptly respond to all emergencies to ensure uninterrupted service, if possible, to its tenants in the event of an emergency situation or disruption in service. Timely, accurate and succinct communications are required for any emergency or disruption. A corresponding Incident Report must be prepared for any injury to persons, damage to equipment, material or the environment, or the temporary disruption of essential services. It is imperative that the documentation and reporting occurs immediately.
- 5.3.4 The Service Provider must provide the NCC with timely, accurate and up-to-date property management and lease information.
- 5.3.5 The Service Provider must prepare and provide all reports included and described in Appendix C. Such reports shall be provided in the media and format specified, at the frequency specified, and shall contain all information specified in this Appendix C. The different reporting frequencies are on a monthly, quarterly, annual, per incident and at NCC request basis. The NCC reserves the right to add to or modify Appendix C as required, as well as obtain clarification on submitted reports. Except for the Annual Audited Financial Report, these reports must be provided at no additional cost to the NCC.
- 5.3.6 The Service Provider must provide information at the Property Asset, Land and Unit Asset levels as described and defined below. Furthermore, the Service Provider's reporting structure must allow the NCC to track results by Property Use and by portfolio. Reports must be consistent with Canadian Accounting Standards for Private Enterprises (ASPE) and the NCC's revenue/expense categorization. Information shall be produced in electronic format suitable for interchange with the NCC's Integrated Asset Management Information System.

For greater clarity, the structure of the NCC Asset Inventory System is as follows:

NCC Property	Reporting Level	NCC Asset Inventory System <u>Definitions</u>	
Portfolio:	(includes Commercial, Commercial-Residential, and Land)	High level grouping of all, or a portion of NCC Rental Properties	
	Level 1	Property Asset (includes multiple Properties within each Portfolio)	A property is a collection of one or more <u>contiguous</u> land assets, together with all buildings and other non-movable structures on the land or improvements to the land.
	Level 2	Land Asset(s) (could include multiple Land units on a single Property)	A parcel of land, which may be unimproved, or on which buildings, structures and improvements may be found.
	Level 3	Building Asset(s) (could include multiple Buildings on single Land)	A permanently located structure usually built to provide shelter for people, material, or other assets.
	Level 4	Unit Asset(s) (could include multiple Units within single Building)	A Unit is a portion of a building.
	Level 5	Moveable Asset(s) (could include multiple MAs within unit)	Moveable assets generally have a useful life of more than one year and are not consumable items.

5.4 Human Resources Strategic Plan

Effective recruitment, staffing and management of personnel is essential to the success of any program. Developing a Human Resources (HR) strategic plan that addresses the organization, personnel, systems and outputs within the operational requirements of the Contract will not only define what will be accomplished, but also the numbers and types of human resources that will be needed to achieve the defined business goals.

Organizations that have effectively implemented teams on a corporate-wide basis have ensured that there is an appropriate project management, governance and accountability framework in place to support the development, maintenance and revision to the organizational structure which allows the ability to meet changing demands.

Scope of Services

- 5.4.1 The Service Provider must ensure the organizational structure and personnel requirements support full implementation of the Service Provider's operational plan to meet the Statement of Work.
- 5.4.2 The Service Provider must annually, as part of the BMP Process, develop a human resource utilization and training plan, including the positions identified for pass-through costs and, justify the need for any changes in resources and submit to NCC for approval.
- 5.4.3 The Service Provider must manage the code of conduct, and provide any requisite training for its personnel to ensure respect and professionalism when dealing with NCC employees, tenants, subcontractors and general public visiting NCC properties.
- 5.4.4 The Service Provider must notify the NCC of any change in personnel and administer the appropriate security documentation in a timely manner.

The NCC agrees to fund the following positions, as pass-through costs, identified in the annual Portfolio Operating Budget. These positions will be identified in the Service Provider's organizational structure as pass-through resources but, by no means, represent the entire human resourcing component required for delivery of this Statement of Work.

The NCC will allow for flow through costs for one (1) senior property manager and one (1) lease administrator to a maximum allowable cost of \$150,000 for both positions.

Property Manager - Minimum Qualifications

The Property Manager assigned to this Contract by the Service Provider must have a minimum of five years of property management experience and must hold a professional designation in the property management field (CPM, CFM, RPA, or FMA) or have the equivalent of training and experience. He/she must have experience managing various types of assets similar, in nature, to that of the NCC's portfolio. Proven success is required in managing staff, customer relations, operations and maintenance, and operations and project budget management.

Leasing Administrator – Minimum Qualifications

The Leasing Administrator assigned to this Contract by the Service Provider must have three years experience in lease administration in office, residential, industrial and land assets. He/she must have knowledge of the Residential Tenancy Act, standard lease covenants, rental receipts, and financial administration. He/she must also possess knowledge and experience with data-base management and asset inventory systems.

5.5 Performance Framework

The NCC has established a Performance Framework that will measure the level of success in carrying out the day to day operations and project delivery. It is intended to foster a high level of performance, a good working environment, mutual trust, cooperation and accountability, while recognizing the Service Provider's goal of meeting or exceeding NCC and regulatory requirements in a timely and value-added manner.

The NCC's objectives of the framework include promoting quality and efficiency in service delivery and continuous improvement. The NCC has employees with real property expertise who will monitor the performance of the Service Provider and ensure compliance with the terms of the Contract.

This approach to performance is based on sound management practices, industry trends and establishes commitment to quality, customer satisfaction and continuous improvement.

Scope of Services

The Service Provider must operate a quality and performance management system that encompasses the services set out in the Statement of Work and meets the intent of the performance framework. The system will be used to manage and report on the Service Provider's performance, as well as that of its subcontractors, and provide data for the requirements set out in the performance framework (See Appendix A).

- 5.5.1 The Service Provider must participate in quarterly performance management meetings to review performance and quality results, and to ensure a continuous understanding of performance requirements. Successful delivery of services and meeting of all targets will result in the release of the associated fee hold-back
- 5.5.2 The Service Provider must document and track performance and/or quality issues from the time that they are identified to the time they are rectified. This data must be readily and electronically accessible to the NCC.
- 5.5.3 The Service Provider must meet annually with the NCC to review and identify opportunities for continuous improvement of the performance framework minimum baseline and set the benchmark for the upcoming year.

5.6 Communications

NCC's approach to communications is built on a strong foundation of functional and operational forums for the exchange of ideas, discussion of issues and problem solving. Various methods will be used to distribute information and communicate with all stakeholders including routine meetings, emails, tenant communiqués and regular reporting. Whatever method is used to distribute information or communicate, the proper procedures and Official Language requirements will be met.

Scope of Services

- 5.6.1 The Service Provider must prepare a comprehensive communications plan including:
 - a communications strategy
 - a listing of staff contact names, numbers and email addresses
 - a tenant contact list
 - information on tenant operations
 - information on major building systems
 - impact of a malfunction on building operations
 - back-up and recovery procedures

- 5.6.2 The Service Provider must provide a minimum of two weeks advance notice, for Residential, and Land properties, to the NCC and tenants of any proposed shutdowns and other work that may disrupt tenant operations, to allow time for contingency planning.
- 5.6.3 The Service Provider must provide one month's advance notice to the NCC and Commercial tenants regarding any proposed shutdowns and other work that may disrupt tenant operations, to allow time for contingency planning. Due to the nature of the Commercial tenants with extended hours (restaurants and retail) the Service Provider may need to negotiate an acceptable time and plan accordingly.
- 5.6.4 The Service Provider must develop and implement a tenant communications program including a list of tenant contacts, written communications on essential matters, tenant programs and newsletters.
- 5.6.5 The Service Provider must prepare and distribute all landlord/tenant communications in the language of the tenant's choice (English or French) or bilingual in the case of general communications. Ensure that professional translation firms are used for the translation of communications.
- 5.6.6 The Service Provider must prepare a bi-annual Official Languages Report which outlines the conformance of all tenants to the Official Languages requirements.

5.7 Relationship Management

Relationship management will be the cornerstone of this Contract. Just as NCC fosters good relationships with its various tenants, within this Portfolio, the Service Provider is expected to do the same with both the NCC and tenants.

Establishing strong business relationships is an important element in the successful delivery of the services implemented by the Service Provider.

Scope of Services

- 5.7.1 The Service Provider must ensure engagement and collaboration between its management team and the NCC to provide a proactive approach in meeting the requirements of the NCC and the Contract.
- 5.7.2 The Service Provider's representative shall meet on a routine basis, with the NCC, to discuss appropriate measures to manage, modify and continually improve the relationship with the NCC.
- 5.7.3 The Service Provider must attend monthly meetings with the NCC to:
- report on financial, real property, leasing and project activities
 - provide advice and proposals for capital investment on the properties
 - monitor overall performance and progress in meeting priorities and objectives
 - monitor tenants' requirements and satisfaction

- 5.7.4 The Service Provider must monitor overall performance and progress in meeting NCC priorities and objectives.
- 5.7.5 The Service Provider must develop joint communications strategies with the NCC.
- 5.7.6 The Service Provider must develop and conduct an annual customer/tenant satisfaction survey which includes questions that are considered to be a reliable indicator of the effectiveness of the Service Provider's day-to-day operations and which will be used to evaluate performance (See Appendix A).
- 5.7.7 The Service Provider must ensure the participation of its management team with NCC as requested.
- 5.7.8 The Service Provider must attend semi-annual meetings at the executive level with the NCC, co-chaired by the Service Provider's executive management.
- 5.7.9 The Service Provider must share industry best practices and experiences that can benefit the NCC.
- 5.7.10 The Service Provider must identify strategic business improvements to NCC services and reduce costs, where applicable.

5.8 Tenant Relationship Management

The NCC is committed to providing its tenants with quality services that promote tenant satisfaction while meeting objectives such as value for money and sustainable development.

Scope of Services

- 5.8.1 The Service Provider must implement a comprehensive tenant relationship management program.
- 5.8.2 The Service Provider must provide and manage normal and additional building services as outlined in leases or other agreements for third-party occupancies and advise the NCC of any new tenant requests for services not contained in the leases or other agreements.
- 5.8.3 The Service Provider must ensure that existing and/or new tenant services are delivered in accordance with the requirements set out in this Statement of Work or as directed by the NCC.
- 5.8.4 The Service Provider must plan and schedule work in consultation with tenants to ensure the least disruption to their operations or programs.

5.9 Subcontractor Management

While the Contract for the delivery of services in this Portfolio of properties is between the NCC and the Service Provider, it is anticipated that the Service Provider will deliver some of the work called for in this Statement of Work through subcontractors. The NCC believes that competitive bidding will yield the best value at the lowest cost for subcontracted services.

Scope of Services

- 5.9.1 The Service Provider may select and qualify its own subcontractors but it is imperative that the selection process be fair, open and transparent and that qualified subcontractors have the opportunity to be considered for work.
- 5.9.2 The Service Provider must provide access to subcontracted work to the industry, including small and medium size enterprises.
- 5.9.3 The Service Provider must have a competitive subcontractor process, including a prequalification process, reflecting best practices, which include:
- evaluation of the qualifications of the subcontractor who express an interest in qualifying for work
 - development and utilization of a list of prequalified subcontractors on an equalized rotational basis
 - provide the opportunity for other interested subcontractors to qualify on a regular basis
 - provision of the name of the successful subcontractor and the value of the contract to the unsuccessful bidders on request
- 5.9.4 The Service Provider must tender work with an estimated value of \$25,000, inclusive of costs and applicable fees and taxes, to pre-qualified subcontractors, in a manner that ensures competitive bidding, and reflects an open, transparent and fair bidding process. NCC must approval all operating expense over \$25,000.
- 5.9.5 The Service Provider must document subcontractor management methods and ensure rotational useage of subcontracting lists.
- 5.9.6 The Service Provider must provide documentation, with respect to subcontracting practices, to the NCC on request.

5.10 Business Continuity Plans

The NCC is required to have plans in place that deal with emergencies, and to implement these plans when an emergency occurs. Internal NCC directives require an emergency management system to ensure continuity of operations and uninterrupted service to the NCC's tenants in the event of an emergency or disruption. An important component of an emergency management system is the Service Provider's own Business Continuity Plan.

Scope of Services

- 5.10.1 The Service Provider must develop a Business Continuity Plan to continue its critical business functions and provide ongoing services to its customers in the event of a disruption that renders their workplace unusable, including:
- identification of all business functions and assessment of the impact of their loss
 - determination of critical functions, priorities and recovery times
 - development of recovery strategy and plans
 - description of how it will continue its business
 - completion of arrangements for activating the plan
 - ensuring provision of in-house staff and critical subcontractor services
- 5.10.2 The Service Provider must prepare its Business Continuity Plan for the Portfolio in consultation with tenants to ensure the plans reflect critical tenant operational priorities and are coordinated with the tenants' Business Continuity Plans, if available.
- 5.10.3 The Service Provider must maintain and annually update its Business Continuity Plan.
- 5.10.4 The Service Provider must provide training to ensure staff is prepared to continue or resume operations in the event of a disruption, in accordance with its Business Continuity Plan.
- 5.10.5 The Service Provider must validate the Business Continuity Plan and determine the level of preparedness.
- 5.10.6 The Service Provider must provide a copy of the Business Continuity Plan to NCC on request.
- 5.10.7 The Service Provider must activate the Business Continuity Plan in the event of a business loss or disruption.

5.11 Health and Safety

The NCC is committed to a safe and healthy workplace for its employees, volunteers, tenants, contractors and the general public. The Service Provider is expected to reflect this leadership and due diligence in their performance.

The NCC has established a comprehensive Occupational Health and Safety (OH&S) program that complies with the requirements of the Canada Labour Code Part II and ensures due diligence in the area of public safety. The more stringent Federal and Provincial OH&S standards, as appropriate, shall govern construction projects under provincial jurisdiction.

Scope of Services

- 5.11.1 The Service Provider must exercise overall control and responsibility for the workplace with respect to occupational health and safety matters in relation to all work being carried out in the workplace, including any projects not managed by the Service Provider.
- 5.11.2 The Service Provider must comply with and ensure adherence to all applicable legislation governing occupational health and safety.

- 5.11.3 The Service Provider must assist NCC in exercising its responsibilities for due diligence with respect to health and safety.
- 5.11.4 The Service Provider must ensure OH&S policy and procedures are implemented in their area of responsibility.
- 5.11.5 The Service Provider must ensure that personnel under its supervision are adequately trained and supervised, in order to perform their tasks safely.
- 5.11.6 The Service Provider must ensure OH&S responsibilities are communicated to personnel under its supervision.
- 5.11.7 The Service Provider must identify current and foreseeable hazards and eliminate or control them at the source, by developing appropriate work methods and practices.
- 5.11.8 The Service Provider must ensure that all hazards are reported, properly followed-up on and/or rectified.
- 5.11.9 The Service Provider must ensure that its personnel and those of its subcontractors wear the appropriate Personal Protective Equipment (PPE) properly and whenever required.
- 5.11.10 The Service Provider must exercise due diligence in the application of corporate OH&S standards when granting access to NCC lands/properties, when engaged in construction projects or when the services of subcontractors are retained, especially for construction projects.
- 5.11.11 The Service Provider must take responsibility for all persons granted access to the workplace.

5.12 Security

As the owner of a diverse and public Portfolio, the NCC is responsible for providing a level of security to ensure the ongoing safety of tenants, public visitors and subcontractors within NCC properties and lands.

Scope of Services

- 5.12.1 The Service Provider must appoint a Company Security Representative (CSR) who will act as liaison between NCC and the company to ensure security coordination.
- 5.12.2 The Service Provider must implement and maintain appropriate security measures to safeguard such NCC assets and information as may be under its control from damage destruction, loss, theft or unauthorized use.
- 5.12.3 The Service Provider must, in the event that any breach or suspected breach of security, or an emergency situation such as fire, accident, criminal activity, serious injury, or illness, notify the appropriate NCC authorities and, where applicable, the tenants immediately.

- 5.12.4 The Service Provider must investigate incidents of actual or suspected breaches and violations of security, theft, vandalism or other losses to NCC property as they relate to the building, its contents and land, and work with the NCC as required.
- 5.12.5 The Service Provider must complete an Incident Report form (see Appendix F) providing the details of the incident and submit the completed form to the NCC within 24 hours of the incident.
- 5.12.6 The Service Provider must include security specifications in projects documentation, and where applicable, determine the appropriate security criteria for each project based on specific security requirements, and threat and risk assessments.

5.13 Heritage

The NCC is committed to protecting the heritage character of its buildings. Its contractors are expected to reflect this commitment in their performance. The NCC's Corporate Administrative Policy and Procedure Build Heritage Program guides the Service provider on the overall approach.

Scope of Services

- 5.13.1 The Service Provider must be aware of the buildings that have been categorized as either "classified" or "recognized" by the Federal Heritage Buildings Review Office (FHBRO). Buildings in the "classified" category hold the highest heritage designation assigned by the Minister responsible for Heritage.
- 5.13.2 The Service Provider must not take any action which may affect the heritage character of a heritage building including alteration, addition, dismantlement or demolition without full consultation with the NCC.
- 5.13.3 The Service Provider must seek advice from heritage experts or FHBRO and advise the NCC, accordingly, prior to taking any action affecting the heritage character.
- 5.13.4 The Service Provider must assist the NCC in setting priorities for the submission of review applications and must provide records on request when the NCC conducts file searches for historical and technical data and prepares FHBRO review application documents.

5.14 Environmental Management

NCC's short and long-term environmental sustainability approach ensures that environmental considerations are adequately integrated into all NCC activities and decisions. It strives to create a harmonious relationship among, economic, social, and natural components of the environment.

Scope of Services

- 5.14.1 The Service Provider and its certified subcontractors must comply with all Environmental Laws and Regulations.
- 5.14.2 The Service Provider must satisfy itself that it has full knowledge of all applicable legislations, laws and NCC policies and guidelines that are of greater use in day-to-day operations.
- 5.14.3 The Service Provider and its subcontractors must follow the NCC's Environmental Policies.
- 5.14.4 The Service Provider must provide reports pertaining to environmental considerations in accordance with Appendix C and as required at the NCC's direction.
- 5.14.5 The Service Provider must coordinate Designated Substances (hazardous materials) surveys, in advance of demolition, pre-leasing or major rehabilitation, and provide NCC with reports. The Service provider must engage and manage contractors and/or consultants in this regard. Establish and maintain a list of all properties where Designated Substances (hazardous materials) can be found in NCC buildings and lands including the list of hazardous materials found.
- 5.14.6 The Service Provider must investigate indoor air quality complaints without delay; coordinate effective management thereof.
- 5.14.7 The Service Provider must remediate contaminated sites required as an emergency response or as outlined in the NCC Contaminated Sites Action Plan.
- 5.14.8 The Service Provider must provide notification of any contravention of or non-compliance with environmental laws and regulations and perform any work required to rectify such non-compliance or contravention.
- 5.14.9 The Service Provider must cease any activity that contributes to non-compliance or contravention.
- 5.14.10 The Service Provider must undertake water quality testing for properties with wells a minimum of twice per year and provide water quality reports.
- 5.14.11 The Service Provider must remedy any damages and clean up any spilled or released substance, as required by any government authority having jurisdiction.
- 5.14.12 The Service Provider must provide copies of any written notice received from a regulatory authority.
- 5.14.13 The Service Provider must resolve deficiencies identified by the Service Provider's service contractors or provided by the NCC.
- 5.14.14 The Service Provider must track legislative and regulatory changes.
- 5.14.15 The Service Provider must monitor environmental non-compliance of tenants and take corrective measures to rectify cases where there is a risk to NCC lands or adjacent lands.

5.15 Information Management/Information Technology (IMIT)

The NCC employs various financial, managerial and operational information systems in managing data and delivering its leasing, property and project delivery and management services. These systems are instrumental in providing various levels of information. The data is used for such things as historical reference, reporting requirements, responding to inquiries, and aiding in the decision-making process.

Scope of Services

- 5.15.1 The Service Provider must manage information related to the planning, execution and monitoring of services provided under the Contract and to provide management information to the NCC in a format that is compatible with the NCC's corporate systems. The NCC corporate information systems are built on an Oracle database platform.
- 5.15.2 The Service Provider must be able to produce management information, including financial data in a format that can be electronically transmitted to the NCC's corporate systems without additional cost to the NCC.
- 5.15.3 The Service Provider must set up and maintain an information system which includes information on all the properties included in the Contract.
- 5.15.4 The Service Provider must set up and maintain information on all leases, including rent and other charges, due dates, tenant responsibilities (i.e., O&M, realty taxes), rent escalations, renewal options, lease start and end dates, and special/unique clauses, etc.
- 5.15.5 The Service Provider must set up its information system(s) using the NCC Income and Expense Transaction Coding Structure provided below and all codes provided in Appendix D, in a manner that permits the provision of all reports identified in Appendix C to the NCC within the prescribed timeframes.
- 5.15.6 The Service Provider must produce information in electronic format suitable for transmittal to the NCC's Integrated Asset Management Information System as described in [Article 3.2.3](#).
- 5.15.7 The Service Provider must ensure the accuracy and completeness of all information and data through quality control and assurance, and must ensure file formats and standards are consistent with NCC standards, where required.
- 5.15.8 The Service Provider must store, backup, organize and protect all information with due regard to security and disaster recovery, and must apply and adhere at all times to NCC security procedures for the protection of sensitive information and assets under its control.
- 5.15.9 The Service Provider must transfer data as ASCII flat files with internal field definitions and format defined below and in Appendix D.

NCC Income and Expense Transaction Coding Structure

Transaction Type	Purpose Type	Finance Type Code and Description
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1010 – Direct Revenue	3000 – Rental revenues	271 - Gross Basic Rent
3010 – Direct Recovery	3000 – Rental Recoveries	275 – Realty Tax Recoveries
2010 – Direct Expense	1000 – Operating Expenses	223 – Electrical Repairs
2010 – Direct Expense	2020 – Operating Projects	57 – Landscaping
2410 – Capital Expenditures	1400 – Capital Expenditures	201 – Capital Elevator

6 Optional Services

The NCC has identified certain Real Estate Management services which could be included, in whole or in part, in the Statement of Work. These optional services may be exercised at any time, upon notice, Should the NCC wish to exercise its option to require any or all of these services of the Service Provider, it will request that detailed supporting plans and budgets be submitted to the NCC as appropriate, and as specific requirements arise.

There is no guarantee, however, that the NCC will require the Service Provider to provide any optional services. NCC reserves the right to deliver any of these optional services through its own delivery mechanism or through third parties, rather than through the Service Provider.

The NCC may include these services in the performance framework and identify associated measurements for each optional service. The Service Provider must also apply the reporting requirements detailed in this Statement of Work and implement any additional data and information management related to optional services.

These services may include:

6.1 Asset Management Plans

The AMP is a comprehensive business plan that outlines the strategy for managing an asset over its economic life. It includes detailed asset information, evaluates this information against performance objectives and establishes asset performance and functional plans that reflect NCC's strategies. These plans are developed on a five-year cycle for each property, in the Portfolio, and set out the overall management strategy which is then captured in the annual Business Management Plan (BMP).

6.2 Redevelopment Projects

NCC undertakes redevelopment projects utilizing its own design and construction resources. These are major capital projects that the Service Provider may be requested to carry out.

6.3 Addition of Buildings and/or Land

NCC may acquire additional buildings or land, within the Portfolio and may look to the Service Provider to manage any additions in accordance with the Contract.

6.4 Addition of Grounds Maintenance

Currently, grounds maintenance, at the locations listed in Section 3, is excluded from the property management obligations of the Service Provider. The NCC may require the Service Provider to provide these services, upon notice.

6.5 Land Leasing

Presently, the NCC is responsible for negotiating and signing all Land leases for Government or Quasi-Government entities. This responsibility may be transferred to the Service Provider.

6.6 Tenant Service Work

While most of the tenants' real property requirements are obligations on NCC by virtue of the lease agreement, project work requirements that are outside the terms of the lease agreement are the responsibility of the tenant. The required tenant project work may be delivered by the Service Provider at the tenant's cost.

The NCC must be made aware of certain work before it proceeds, and certain work may require approval of the NCC or other parties.

6.7 Shared Incentive Program

NCC would consider including a shared, incentive program whereby the Service Provider provides savings proposals for NCC approvals. This program would provide incentive and initiative for reducing overall costs, to the NCC, via operational efficiencies and enhanced diligence in operations and maintenance (O&M) efforts by the Service Provider.

Both parties will share the savings generated by such initiatives, based on a pre-negotiated formula. The proposed concepts must not affect tenant operations or satisfaction, must not require additional resources and will not affect any of the existing performance framework metrics.

This program could include such initiatives as:

- reduced energy consumption
- innovative procurement processes
- additional revenues or operating-cost recoveries
- changes to operating parameters

7 Contract Transition

The NCC is committed to ensuring a seamless continuation of services to their tenants, the general public and visitors throughout the transition of the Contract.

The transition period is the period of time between the date of Contract Award and the Contract Operational Start Date (April 1, 2014). This transition period is necessary to:

- plan and coordinate activities in advance, to ensure continuity of tenant operations
- develop a thorough understanding of the NCC, its structure, practices, regulations and operations
- validate the Portfolio specifics
- implement an organizational structure
- establish relationships and lines of communication with key stakeholders
- begin to develop Standard Operating Procedures
- develop and test Service Provider's information systems and protocols

The transition period is expected to be from January 1, 2014 to March 31, 2014.

Scope of Services

7.1 Transition Deliverables

7.1.1 The Service Provider must submit a detailed operational transition plan, with associated milestones and deliverables, for review and acceptance by the NCC, within 30 days of Contract award. The plan must cover the operational elements of this Statement of Work and identify responsibilities for all parties. This plan must include, but not be limited to:

- a comprehensive human resources plan
- engagement of necessary subcontract services
- development of invoicing and accounts payable processes
- a communications plan and strategy
- a gap analysis and action plan to validate any missing information
- transfer of all information into Service Provider systems
- provision of all prescribed documentation within the Contract
- familiarization of the Portfolio, as well as, applicable NCC and federal government policies, regulations, directives and procedures
- transition contingency plans

7.1.2 The Service Provider must appoint a dedicated transition manager to act as a single point of contact for the NCC on all activities related to the transition, within 15 days of Contract award. The transition manager will be responsible for ensuring transition objectives and RFP commitments are achieved.

- 7.1.3 The Service Provider must deliver, as part of the comprehensive transition plan, a human resources plan, for review and acceptance by the NCC. This plan must be submitted within 30 days of Contract award and include:
- identification of how required staff will be placed, trained and security cleared prior to the Contract Operational Start Date
 - an organizational plan, complete with position titles and job descriptions, based on the Statement of Work that identifies not only the dedicated resources but also the Service Provider's corporate office staff required to meet the deliverables of the Statement of Work in an efficient and effective manner
- 7.1.4 The Service Provider must track, manage and report on the transition deliverables from Contract Award until 30 days after Contract Operational Start Date.
- 7.1.5 The Service Provider must develop and implement an information management and information technology plan and strategy, for review and acceptance by the NCC, to demonstrate technical capability to provide data deliverables as outlined in the Electronic Information Business Requirements and the IM/IT Requirements in this Statement of Work.
- 7.1.6 The Service Provider must review the fiscal budgets and project plans as prepared by the NCC and identify to the NCC recommended changes to the budget and/or plans proposed to be implemented on the Contract Operational Start Date or thereafter.
- 7.1.7 The Service Provider must procure all maintenance and required services (including parking services at 7 Lady Grey Drive, Ottawa) to ensure consistent delivery of the statement of work, through the transference of existing service contracts or replacement with qualified vendors.
- 7.1.8 The Service Provider must incorporate the NCC Chart of Accounts and budgets within their financial platform and set up all appropriate financial reporting systems.
- 7.1.9 The Service Provider must where required, update plans and procedures provided by the NCC as part of transition, such as Site Specific Health and Safety Plans and Building Emergency Plans.
- 7.1.10 The Service Provider must finalize the performance framework, with the NCC, to reflect any required adjustments to the performance indicators.

7.2 Operational Start Date Deliverables

- 7.2.1 The Service Provider must coordinate with the outgoing Service Provider at midnight on the eve of the Operational Start Date, to ensure the successful transfer of but not limited to, all asset master keys, standard keys, access cards, security codes, passwords etc. for all in scope NCC properties.
- 7.2.2 The Service Provider must ensure that required staff is in place, trained and security cleared to the level identified by the NCC.

- 7.2.3 The Service Provider must commence delivery of all elements of the Statement of Work effective on the Contract Operational Start date. These elements include, but are not limited to 24/7 service call and emergency response, electronic maintenance management and day-to-day property, lease and project delivery and management services.

7.3 Post Operational Start Date Deliverables

Within the first 30 days of the Contract Operational Start Date there will be key deliverables.

- 7.3.1 The Service Provider must validate utility readings in locations that NCC is responsible for paying the utilities according to the lease.
- 7.3.2 The Service Provider must re-confirm the Revenue and Operating Budget and Project Plan as well as the MYCP to ensure immediate implementation according to schedule.
- 7.3.3 The Service Provider must verify the accuracy of the moveable and immoveable asset lists for each property.
- 7.3.4 The Service Provider must validate and, where necessary develop Standard Operating Procedures.
- 7.3.5 The Service Provider must review and adjust the safety, security and emergency preparedness and environmental procedures to reflect any new details and contact information.

Appendix A - Key Performance Indicators

PERFORMANCE MANAGEMENT FRAMEWORK COMMERCIAL-LAND PORTFOLIO

	Category	Green Measurement	Amber Measurement	Red Measurement	Score Q1	Score Q2	Score Q3	Score Q4
Vacancy rates and Revenue Maximization (15 points total)								
1	Service Provider to maintain monthly arrears at less than 5% of Gross Basic Rent	Below 5% 5 points	6% - 9% 3 points	Over 10% 0 points				
2	Percentage of Vacant Units is less than 10%	Less than 10% 5 points	10% - 15% 3 points	Over 15% 0 points				
3	Percentage of Leases in Over-Hold is Less than 5%	Less than 10% 5 points	10% - 15% 3 points	Over 15% 0 points				
Total for Vacancy rates and Revenue Maximization (15)								
Reports and Deliverables (25 points total)								
1	The Service Provider delivers the services within the Statement of Work in a timely manner.	Yes 10 points	Mostly 5 points	Not often 2 points				
2	Percentage of reports received and accepted by within the required timeframes. This includes ad hoc, monthly and annual reports	Over 80% 5 points	60% - 79% 3 points	40% - 60% 1 point				
3	The Reports are in a clear and understandable format	Yes 5 points	Mostly 3 points	Not often 0 points				
4	Written Incident Reports to be submitted within 48 hours of incident; verbal notification required within 30 minutes of event.	Yes 5 points	Mostly 3 points	Not often 0 points				
Total for Reports and Deliverables (25)								
Financial Management (20 points total)								
1	Establishment of complete budget information including historic spend, for both Operating and Project Plans (by November 1)	Yes 10 points	Within 1 month 5 points	Over 1 Month 0 points				
2	Timely and accurate preparation and submission of monthly Income and Expense Report (complete with variances between Budget and Forecast)	Yes 10 points	Mostly 5 points	Not often 2 points				
Total for Financial Management (20)								
Asset Management (25 points total)								
1	Service Provider updates the NCC's Life Cycle Management system on a regular basis.	Yes 5 points	Mostly 3 points	Not often 0 points				
2	Service Provider completes Annual Building Reviews as per their plan	Yes 10 points	Mostly 5 points	Not often 2 points				

3	Maintenance program to address life safety systems testing as determined by criticality to OHS Acts and regulations, and fire codes.	Yes 5 points		No -5 points				
4	Percentage of maintenance inspections completed and reports received as per the annual inspection plan.	95% 5 points	75% - 94% 3 points	More than 75% 0 points				
Total for Asset Management (25)								
Customer Satisfaction (CSAT) Levels (20 points total)								
1	Service Provider responds to all Service calls in a prompt and courteous manner. Tenant issue Escalation Rate is less than 2% of Service Calls	Less than 2% 5 points	2% - 5% 3 points	More than 5% 0 points				
2	Service Provider responds to all calls within the prescribed Response Time (Section 3.3.7)	Over 95% 5 points	80% - 94% 3 points	Under 80% 1 point				
3	Service Provider's personnel are readily available when required?	Yes 5 points	Mostly 3 points	Not often 0 points				
4	Service Provider to conduct an annual survey of relevant COM tenants (target CSAT rate of 70%)	Over 70% 5 points	55% - 69% 3 points	Under 55% 1 point				
Total for Customer Satisfaction Levels (20)								
Project Delivery and Management (20 point total)								
1	Project Status Report is provided in a timely and accurate manner	Yes 5 points	Mostly 3 points	Not often 0 points				
2	Service Provider manages within MYCP and reports additions/deletions on a quarterly basis	Yes 5 points	Mostly 3 points	Not often 0 points				
3	Projects are delivered within the quarter that they were forecast for completion	Within quarter 5 points	Less than a 30 day delay 3 points	More than a 30 day delay 0 points				
4	Projects are delivered within Class B budget (including contingency) for the overall quarterly project program	Within 5% 5 points	5% - 12% over 2 points	More than 12% over 0 points				
Total for Project Delivery and Management (20)								

NCC and Service Provider to meet Quarterly and discuss Performance Framework Deliverables and complete associated Dash Board

Hold Back Distribution Schedule Based Upon Total Points:

85% - 100%: 100% of Hold Back Released

75% - 84%: 85% of Hold Back Released

70% - 74%: 75% of Hold Back Released

<70%: Hold Back Retained by NCC

Appendix B- NCC Approvals

Power of Attorney

Subject to the authorities identified herein the Service Provider will be granted authority to sign residential leases on behalf of the NCC.

Permitted Uses

The Service Provider shall not, without the written approval of the NCC use any part or parts of the Subject Matter or permit it to be used in whole or in part for any purpose or purposes other than those permitted by the Plan for Canada's Capital, any other NCC land use plan in effect from time to time, and Applicable Law. In the event of conflict between the provisions of the Plan for Canada's Capital and any other land use plan promulgated from time to time by the NCC, the provisions of the most recent of such plans shall prevail.

LEASE APPROVALS (applies to new leases, renewals, assignments, amendments, etc.) NCC By-Laws:

<u>Lease Type</u>	<u>Approval</u>	<u>Signatures</u>	<u>Exceptions</u>
Residential	x	x	<i>NCC approval required if base rent exceeds \$20,000/yr</i>
Commercial	√	√	
Land	√	√	
x: NCC approval not required.			
√: NCC approval required.			

All leases exceeding 5 years require a Treasury Board (TB) recommendation and Governor in Council (GIC) authority. The Service Provider must prepare the Treasury Board submission and give the NCC at least 6 months notice to prepare and seek approval of the required submission to the TB and the GIC.

The Service Provider shall comply with the following types of approvals, guidelines and limitations:

- Lease Approval Limits;
 - for **tenant credits** in excess of \$500
 - for **tenant inducements** (part of rent approval process)
 - for the **deletion of debts** from the accounts of the Commission (NCC By-Laws)
 - for the **deletion of physical assets** from the accounts of the Commission (NCC By-Laws)
 - for any **modification to the boundaries of properties** or to leased areas (including interiors), in order to maintain the NCC's inventory of properties and to assess the financial and operational impact of the proposed modification.

Longer Term Leases - Treasury Board and Governor-in-Council Approval

The NCC is currently prohibited by section 15(1)(b) of the Act from entering into a lease enduring for a period in excess of five years except for agricultural leases without first obtaining the approval of Treasury Board and the Governor-in-Council. The Service Provider covenants and agrees that it will:

- include in any proposed transaction that is within the purview of section 15(1)(b) of the Act a stipulation that receipt of both Treasury Board recommendation and an Order-in-Council authority are conditions precedent to the creation of a binding agreement and/or lease;
- provide notice in writing to the NCC not less than six months prior to the proposed commencement date of the term of the lease advising the NCC that Treasury Board recommendation and an Order-in-Council authority are required;
- provide all assistance and obtain all information required by the NCC for the presentation of a submission to Treasury Board for Governor-in-Council authority.

Federal Land Use Approval

Pursuant to Paragraph 12(1)(c) of the Act, and NCC by-law # 2, changes in the use of lands owned by the NCC, including alterations to the interior of a building or other works the effect of which is to accommodate a change in use of such building or work, may not take place unless the NCC grants Federal Land Use and Design Approval to such a proposal prior to the commencement of the works effecting the change in use notwithstanding that the works may have been approved as part of the Operating or Capital budgets. The Service Provider hereby covenants and agrees that no work or activity, including submitting applications for development approvals, in respect of a change in the use of lands or structure owned by the NCC may occur without the Service Provider having first obtained Federal Land Use and Design Approval therefore from the NCC.

The Service Provider acknowledges that nothing in this Contract limits the jurisdiction of the NCC in exercising its function as the land use planner for the National Capital Region as that term is defined in the Act. For greater clarity, the Service Provider acknowledges that the NCC in its role as land use planner may deny Federal Land Use and Design Approval for any proposal submitted in respect of any change in use of lands or buildings comprising part of the Subject Matter, and that the Service Provider will have no recourse nor any entitlement to damages or any other remedies pursuant to this Contract in respect of such denial. The Service Provider further covenants and agrees to:

- include in agreements with proposed users of lands and structures and in offers to lease with prospective tenants for leases, involving a change in use of lands or structure, a term that receipt of Federal Land Use and Design Approval to the change in land use is a condition precedent to the creation of a binding agreement and/or lease.
- prepare and submit to the NCC, on its' standard form, requests for Federal Land Use and Design Approval for any proposed change in use of any part of parts of the lands or structure comprising part of the Subject Matter, together with such supporting information, studies or other requirements that are usually and customarily imposed by the NCC in the context of such applications;
- to refrain from and not to permit the commencement of any works to effect a change in land use for any part or parts of the lands or structure comprising part of the Subject Matter without first obtaining Federal Land Use and Design Approval from the NCC.

Required for land use changes of public lands in the National Capital Region.

DESIGN APPROVALS

Pursuant to Paragraphs 12(1)(a)&(b) of the Act, and NCC by-law # 2, prior to commencement of any construction, or alteration of lands or structures located thereon, Federal Land Use and Design Approval must first be obtained from the NCC notwithstanding that the works may have been approved as part of the Operating or Capital budgets. The Service Provider hereby covenants and agrees that no work or activity, including submitting applications for development approvals, in respect of any construction, or alteration of lands or structures located thereon owned by the NCC may occur without the Service Provider having first obtained Federal Land Use and Design Approval therefore from the NCC. The Service Provider acknowledges that nothing in this Contract limits the jurisdiction of the NCC in granting Federal Land Use and Design Approval as contemplated herein. For greater clarity, the Service Provider acknowledges that the NCC may deny Federal Land Use and Design Approval for any proposal submitted in respect of any part of the Subject Matter, and that the Service Provider will have no recourse nor any entitlement to damages or any other remedies hereunder in respect of such denial. The Service Provider further covenants and agrees to:

- include in any agreements with third parties involving construction, demolition or alterations to lands or buildings comprising part of the Subject Matter a term that receipt of Federal Land Use and Design Approval for such works is a condition precedent to the creation of a binding agreement and/or lease.
- prepare and submit to the NCC requests for Federal Land Use and Design Approval for any proposed construction, demolition or alteration of lands or structure comprising part of the Subject Matter, together with such supporting information, plans, studies or other requirements that are usually and customarily imposed by the NCC in the context of such applications;
- to refrain from and not to permit the commencement of any construction, demolition or alteration works to effect any part or parts of the lands or structure comprising the Subject Matter without first obtaining Federal Land Use and Design Approval therefore from the NCC.

SIGNAGE APPROVAL

Pursuant to Section 12.1 of the Act and NCC by-law #2. Required for the use and erection of signs on public lands in the NCR where the signs are advertising signs or devices of a commercial or non-commercial nature, or are for commercial tenants.

Required for the use and erection of Commission signs on public lands in the NCR.

CONTRACTING APPROVALS

Expense Type	Limitations		
Operating Expenses	- NCC to approve any individual expense over \$25,000.		
Capital Expenditures	- expenditures up to \$25,000 can be made, provided that expenditures was pre-approved in Capital Budget.		
	- NCC to approve any individual expenditures over \$25,000.		

Emergency contracting, in excess of the limits stipulated above, can be carried out without prior NCC approval; however, the Commission must be notified of the situation within 24 hours.

Appendix C –Reporting Requirements

Section 1 - Lease Management Services (LMS)			
Report	Frequency of Provision	Reporting Level	Information Requirements
Leasing Plan (provided as part of BMP)	Annually - on Nov 1 st	By portfolio for all leases	To include: Issues, options, opportunities, risks. Market analysis and comparable market activity, including supporting documentation to sustain portfolio. Previous year's actual revenues, the current year's revenue and next year's revenue forecast. Leasing projections for vacancies, projected vacancies and renewals within the upcoming four years. Analysis of investment costs for any proposed enhancements to vacant space and anticipated benefits of such. Projected transaction types (new and renewal) with proposed lease terms (dates, revenues, incentives, internal/external leasing fees, tenant inducements etc.).
Leasing Report	Monthly - on the 5 th	By portfolio for all leases	To include: Listing of all properties, address, tenant name, unit, unit description, area, lease number, lease start and end date, lease type, monthly base rent, operating costs, property taxes, GST, Monthly Total, Annual Base Rent, Renewal options, Percentage Rent Rate, in Unleasable indicate reason (s). Listing of vacant units including reasons for vacant and noting unleaseable units. Identify key activity for reporting period and YTD, i.e.: number of; New Leases, renewals, Expiries, Escalations, terminations, Assignments, Amendments, Sub-Leases and Overholdings. Summary of non-residential leasing activity, including prospects and status of leasing negotiations. Listing of all non-residential leases, by type, by order of expiry. Identify status of renewal activity for all leases expired or expiring within upcoming year.

Report	Frequency of Provision	Reporting Level	Information Requirements
Leasing Plan Variance Report	Quarterly - on the 5 th	By portfolio for all properties	Identifies number of new leases, renewals, upcoming expiries, and the status of renewal activity for all leases and variance against forecasted activities.
Lease Approval Form	As required	By property	The Service Provider must fully complete the Lease Approval Form (LAF) for all properties, including property details, lease terms and conditions, market analysis, retail tenant merchandising capabilities, rent abatements, finance details and individual responsibilities.
Residential Lease Approval Form	As Required (over \$20,000 annual rent)	By Property	The Service Provider must fully complete the form including description, terms, proposed agreement, services and signatures.
Move In Inspection Form	As required	By property	Carry out move-in inspections for all incoming tenants. Develop an inspection form and regularly monitor properties to be signed by both Service Provider and tenant, and ensure that tenants conform to all lease provisions and statutory regulations related to the property and that the Landlord's obligations under the leases are fulfilled.
Move Out Inspection Form	As required	By property	Carry out move-out inspections for all outgoing tenants. Develop an inspection form properties to be signed by both Service Provider and tenant, and carry out move-out inspections for all outgoing tenants to determine rationale for leaving, confirmation that premises remain in accordance with the lease obligations and to determine if the security deposits can be returned free and clear.
Realty Tax Responsibility Report	Monthly - on the 5 th	By portfolio	Listing all leases where tenants are responsible for payment of taxes to the NCC and those whereby the tenant is responsible for paying directly to the city. Identification of monthly versus annual payments
Arrears Progress Report	Monthly - on the 10 th	By portfolio, by property, by lease where applicable	Aging report by Tenant/Lease (Current or past tenant), Item(s) in arrears, Collection Status (Active, Agreements in place, Legal, Collection Agency, etc.) Days past due (1-30, 31-60, 61-90, 91+), Penalties applied. Provide progress report on capturing of these monies.

Report	Frequency of Provision	Reporting Level	Information Requirements
Rental Adjustment Report	Quarterly - on the 5 th	By portfolio, by property, by lease where applicable	Outlines the details related to any rent adjustments and rationale.
T5 report	Annually	By lease where applicable	Calculate interest on last month rent deposits on March 31st of each year, increase last month's rent (LMR) accordingly and remit excess interest to tenants and prepare T5s for interest income, as per Revenue Canada requirements.
Gross Sales Report	Quarterly - on the 5 th	By lease where applicable	Reporting Frequency, Current year Sales/Month vs Sales/Month last year, % Sales owing current month, Sales per square meter / per sq foot, Identify tenants who have not submitted statements and provide status of collection; Identify completed annual reconciliations; Identify tenants recommended for audit.
Monthly Budget Variance Report	Monthly - on the 10 th	Consolidated; By Transaction Type, Purpose Type and Financial Type Description, and By Property; By Transaction Type, Purpose Type and Financial Type Description	The Service Provider must report monthly variances to the NCC on operating and capital expenses, project costs and revenues deposited against forecasts to year-end against established budgets (see Appendix D).
Section 2 - Property Management Services (PMS)			
Annual Building Review Schedule & Report	Quarterly - on the 5 th	By portfolio	Asset background information, overall building physical condition assessment, assessment of condition of building components, evaluation of life safety systems, assessment of utility management, assessment of environmental management systems, assessment of signage compliance, assessment of heritage policies and legislation compliance, list of deficiencies and corrective actions required, additional recommendations.

Report	Frequency of Provision	Reporting Level	Information Requirements
Service Call Data Report	Monthly - on the 5 th	By property	Report on all service calls and complaints received from tenants; includes date and description of actions taken, maintenance activities performed, number or work orders generated.
Preventative Maintenance Checklist	As required	By property	Checklist will include a listing of all building equipment that requires routine maintenance and associated frequencies.
Preventative Maintenance Inspection Report	Quarterly - on the 5 th	By property	Performance data on the maintenance packages (delivered against plan).
Uncompleted Mandated Maintenance Report	Monthly - on the 5 th	By property	Performance data and justification for any mandated maintenance that has not been completed as per the appropriate schedule and regulatory guidelines.
Utility Report	Monthly - on the 5 th	By property	Consumption at a utility level
Equipment Inventory	Annually	By Property	At equipment level and property.
Fire Safety Plans	Update as required	By property	For any property that has multiple tenants
LCM Corrective Action Reports	Quarterly - on the 5 th	By property	Details relating to all corrective actions and work resulting from the LCM inspections
Section 3 - Project Delivery Services (PDS)			
Project Status Reports	Monthly - on the 5 th	By Project	Identify cash flow variances for each project (budget vs actual), at the Project #, Property ID, and expenses per GL, which rolls up for the entire Portfolio. Provide revised cash flows if projects are not delivered as planned. Provide a final year end forecast.
Demolition Report	Per Demolition as part of the Project	By property and building unit(s)	The Service Provider will prepare details of each proposed demolition indicating the ID of the property, the building(s) to be demolished, and the proposed cost of the demolition for approval. Upon completion the Contractor will provide a copy of the permit for the file.
Customer/Tenant Satisfaction Survey Reporting	After project completion	By Project	The Service Provider will prepare a report of the overall results, identifying trends, areas of concerns and associated plans for action, where applicable.

Section 4 - Common and Financial Services

Report	Frequency of Provision	Reporting Level	Information Requirements
Business Continuity Plans	Update as required	For Service Provider business	To include: Identification of all business functions and assessment of the impact of their loss; determination of critical functions, priorities and recovery times; development of recovery strategy and plans; description of how it will continue its business, completion of arrangements for activating the plan; ensuring provision of in-house staff and critical subcontractor services.
Business Management Plan	Annually - on November 1st	By property	<p>To include:</p> <ol style="list-style-type: none"> 1. Management Analysis <ul style="list-style-type: none"> - a management analysis and a narrative synopsis of the plan - any proposed changes in the resourcing plan - any proposed changes to operating procedures or service levels - identification of any issues, options, opportunities and risks 2. Multi-Year Capital Plan (MYCP) project budget for a five-year horizon starting April 1st of the following year <ul style="list-style-type: none"> - prepared on a property by property basis, and a consolidated summary - the associated Statements of Requirements (SOR) for the identified MYCP and operating projects 3. Revenue and Operating Budget and Project Plan for a five-year horizon starting April 1st of the following year prepared on a <ul style="list-style-type: none"> - property by property basis, and a consolidated summary - a time-phased budget allocation to indicate cash flow requirements on a monthly basis for the upcoming year - identification of revenues and operating expenses, by function code at a property level - a reserve budget for non-fixed expenses allocated at a portfolio level 4. Annual Leasing Plan addressing lease expirations, renewals, vacancies, etc.

Report	Frequency of Provision	Reporting Level	Information Requirements
Operating Budget and Project Plan (provided as part of BMP)	Annually - on November 1st	Consolidated; By Transaction Type, Purpose Type and Financial Type Description, and By Property; By Transaction Type, Purpose Type and Financial Type Description	Provides for a 5 year horizon starting April 1st for the following year. To include: <ul style="list-style-type: none"> - identification of revenues and operating expenses, by function code at a property level - a reserve budget for non-fixed expenses allocated at a portfolio level - a time-phased budget allocation to indicate cash flow requirements on a monthly basis for the upcoming year
Multi-Year Capital Plan (MYCP) (provided as part of BMP)	Annually - on November 1st	Consolidated; By Transaction Type, Purpose Type and Financial Type Description, and By Property; By Transaction Type, Purpose Type and Financial Type Description	Provide a project budget for a 5 year horizon starting April 1st of the following year. <ul style="list-style-type: none"> - prepared on a property by property basis, and a consolidated summary - the associated Statements of Requirements (SOR) for the identified MYCP and operating projects
Accounts Payable Arrears Report	Quarterly - on the 5 th	By Supplier Name	An accounts payable aging report, Days past due (1-30, 31-60, 61-90, 91+) and payment status. Provide explanations for accounts past due more than 90 days.
Official Languages Report	Bi-annually	By Property	Outlines conformance of all commercial tenants to the Official Languages requirements of their lease.
Environmental - Water Quality	Monthly for the period of April 1st to December 5th - on the 5th	By property where applicable	The listing of all properties with wells being tested for water quality, the date of the last test and the results of tests.
Environmental – Storage Containers N.B. List needs to be maintained on an ongoing basis.	Upon NCC request	By property where applicable	Updates to the NCC list of properties that have an Above Ground Storage Tank (AST) or Under Ground Storage Tank (UST) that are storing petroleum products.
Environmental – Alteration/repair of Storage Containers (Hard copy – letter)	Per alteration/repair Within one month of work completion	By Property where applicable	Identification of property and storage container altered or repaired and the details pertaining to the changes.
Environmental – Designated Substances Survey (DSS) Report	Per DSS	By property where service performed	Standard DSS Survey Report content.

Report	Frequency of Provision	Reporting Level	Information Requirements
Environmental – Hazardous Material Report	Upon NCC request	By Property where applicable	A listing of all properties and buildings where designated substances (hazardous materials) can be found and the list of these substances found in each building.
Monthly Financial Report (See Appendix D for sample report)	Monthly - on the 10 th	Consolidated; By Transaction Type, Purpose Type and Financial Type Description AND By Property; By Transaction Type, Purpose Type and Financial Type Description	The Service Provider must plan for all fixed expenses and variable expenses that are required to perform its obligations under the Contract and report and manage on a monthly basis via the Monthly Financial Report. This report will also include Gross Revenues and all expenses related to administration and regular repair and maintenance costs, such as utilities, annual service contracts, cleaning, etc., as well as proposed expenses for operating projects (including any applicable fees)). Revenues, expenditures accruals must be recorded, on a minimum quarterly basis.
Rent Adjustments Report	Monthly - on the 5 th	By property; by Lease where applicable	Report of all rent adjustments, including tenant name, invoice date and amount, reason(s) for adjustment(s) approval obtained.
Unaudited Financial Statements	Monthly - on the 10 th	Consolidated; By Transaction Type, Purpose Type and Financial Type Description	Unaudited financial statements covering property management agreement requirements.
Audited Lease and Financial Statements	Annually - 45 calendar days after year end	Consolidated; By Transaction Type, Purpose Type and Financial Type Description	Audited financial statements covering Property Management agreement requirements (Note: cost of audits is chargeable at the property level).
G/L Transaction Listing	Ad hoc	By Property	A tenant charge/payment history
Property Management Fee Reconciliation	Monthly - on the 5 th	By property	Detailed reconciliation of items in the calculation of the Basic Property Management Fee.
Leasing Fee Reconciliation	Monthly - on the 5 th	By property, by lease	Detailed reconciliation of items included in the calculation of Leasing fees and Commissions, when applicable.
Operating Project Management Fee Reconciliation	Monthly - on the 10 th	By Property, By Transaction Type, Purpose Type and Financial Type Description	Detailed reconciliation of items included in the Operating Project Management fees.

Report	Frequency of Provision	Reporting Level	Information Requirements
Capital Expenditures Project Management Fee Reconciliation	Monthly - on the 5 th	By Property, By Transaction Type, Purpose Type and Financial Type Description	Detailed Reconciliation of items included in the Capital Expenditures management fees.
Government Rents- Collected Report	Quarterly Basis	By Property	A listing of any rent collected from government departments and/or agencies, including base rent and frequency, rental arrears, amount collected as of quarter-end and lease terms and addresses
GST Report and QST Report	Monthly - on the 5 th	By portfolio	Information for NCC's Monthly GST/QST Returns GST/QST Collected / Collectible by Use GST/QST Paid / Payable by Use
Realty Tax Responsibility Report	Monthly - on the 5 th	By portfolio	Listing all leases where tenants are responsible for payment of taxes to the NCC and those whereby the tenant is responsible for paying directly to the city. Identification of monthly versus annual payments
Revenue Variance Report	Monthly - on the 10 th	By portfolio	Variance on revenue deposited against forecasted revenue to year end against established budgets.

Appendix D - Reporting Financial Income

MONTHLY INCOME AND EXPENSE REPORT

Code	Financial Type Description	Current Period			Year-to-Date			Budget			Narrative (explain each variance over 10%)
		Actual	Budget	Variance	Actual	Budget	Variance	Original	Revised	Forecast to Year-End	
REVENUES AND RECOVERIES											
Revenues (Transaction type 1010, Purpose type 3000)											
271	Gross Basic Rent										
272	Cost of Vacancy										
273	Rent Inducements/Promotions										
274	Miscellaneous Income										
276	Expense Recoveries										
277	Percentage Rent										
Total Revenues											
Recoveries (Transaction type 3010, Purpose type 3000)											
275	Realty Tax Recoveries										
Total Recoveries											
TOTAL REVENUES AND RECOVERIES (T1)											
ADMINISTRATIVE EXPENSES											
Administrative Costs (Transaction type 2010, Purpose type 1000)											
280	Advertising										
281	Appraisals										
282	Bad Debt										
283	Banking Charges										
284	Audit - Financial										
285	Audit-Leasing										
286	LMR - Interest Expense										
287	Legal										
288	Tenant Improvement Allowance										
290	Salaries										
296	Broker Services										
297	Tenant Inducement Expenses										
TOTAL ADMINISTRATIVE COSTS											

Code		Financial Type Description	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING EXPENSES								
Management and Leasing Fees (Transaction type 2010, Purpose type 1000)								
111	Property Management Fees							
112	Leasing Transactional Fees							
Total Management and Leasing Costs								
Security and Fire (Transaction type 2010, Purpose type 1000)								
120	Monitoring							
121	Locksmith Services							
122	Locks & Keys							
123	Access Card Systems							
124	Building Security Systems							
125	Security Measures Implementation							
126	Smoke Detectors							
127	Fire Extinguishers							
128	Sprinkler Systems							
Total Security and Fire Costs								
Cleaning and Waste Removal (Transaction type 2010, Purpose type 1000)								
130	Interior Cleaning - Service Contracts							
132	Floor Mats							
133	Carpet and Drapery Cleaning							
134	Window Cleaning – Exterior							
135	Window Cleaning - Interior							
136	Pest Control							
140	Waste Removal - service contract							
141	Recycling - service contract							
142	Hazardous Waste Removal							
Total Cleaning and Waste Removal Costs								
Roads and Grounds (Transaction type 2010, Purpose type 1000)								
150	Site Cleanup							
151	Snow and Ice Removal- Service Contracts							
152	Landscaping Maintenance - Service Contracts							
153	Landscaping - general repairs							
154	Parking Lot Maintenance - Service Contracts							
155	Parking Lot - general repairs							
156	Irrigation							
157	Curbs & Sidewalks							
158	Wells - Maintenance							
327	Wells - Inspections							
Total Roads and Grounds Costs								
Utilities (Transaction type 2010, Purpose type 1000)								
175	Fuel							
176	Gas							
177	Electricity							
179	Steam							
180	Water							
Total Utilities Costs								

TOTAL OPERATING EXPENSES							
Code	Financial Type Description	Actual	Budget	Variance	Actual	Budget	Variance
GENERAL - Maintenance and Repairs (Transaction type 2010, Purpose type 1000)							
200	Elevator Maintenance - Service Contracts						
201	Elevator – Repairs						
202	Elevator – Inspections						
210	HVAC Maintenance - Service Contracts						
211	HVAC – Repairs						
220	Boiler Maintenance - Service Contracts						
221	Boiler Maintenance – Repairs						
222	Electrical Maintenance - Service Contracts						
223	Electrical – Repairs						
232	Lighting – Interior						
233	Lighting – Exterior						
234	Plumbing – Repairs						
235	Septic Systems						
236	Pumps & Compressors						
237	Painting – Exterior						
238	Painting – Interior						
239	Counters and Cabinets (Millwork)						
240	Floors, Stairs and Carpets						
241	Walls and Ceilings – Interior						
242	Walls – Exteriors						
244	Doors – Interior						
246	Doors and Screens – Exterior						
246	Window and Frames						
247	Foundation						
248	Roofing						
249	Fences, Gates and Railing Repairs						
250	Miscellaneous Maintenance/Repairs – Exterior						
252	Miscellaneous Maintenance/Repairs – Interior						
253	Storage Tanks - UST and AST						
254	Soil and Mould Remediation						
255	Water Delivery (potable)						
288	Bldg. - Other Repairs						
289	Purchase of Equipment						
292	Preleasing – painting						
293	Preleasing – Flooring						
294	Preleasing – millwork						
295	Preleasing - additional cleaning						
296	Preleasing – Lighting						
297	Preleasing - Minor Repairs						
TOTAL GENERAL MAINTENANCE AND REPAIRS							

Code		Financial Type Description	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING PROJECTS (Transaction type 2010, Purpose type 2020)								
12	Bldg Interior-Counter, Cabinets (Millwork)							
14	Bldg Interior-Doors, Frames							
18	Bldg Interior-Floors and Stairs							
24	Bldg Interior-Insulation							
27	Bldg Interior-Painting							
29	Bldg Interior-Plumbing Systems							
33	Bldg Interior-Electrical							
35	Bldg Interior -Foundation							
37	Bldg Interior -Fire Protection Systems							
38	Bldg Interior -HVAC							
40	Bldg Exterior-Roofing							
43	Bldg Exterior-Windows and Frames							
53	Bldg Exterior - Fences, Gates and Railing							
57	Bldg Exterior - Grounds and Landscaping							
63	Bldg Exterior -Pumps							
65	Bldg Exterior - Septic Systems and Field Beds							
82	Bldg Exterior - Wells							
201	Bldg Interior- Elevator							
220	Bldg Interior – Boilers							
230	Bldg Exterior- Power Generators							
232	Bldg Interior - Lighting							
233	Bldg Exterior – Lighting							
236	Bldg Interior - Pumps & Compressors							
237	Bldg Exterior - Painting							
238	Bldg Interior - Painting							
240	Bldg Interior - Floors, Stairs and Carpets							
241	Bldg Interior - Walls and Ceilings							
242	Bldg Exterior – Walls							
246	Bldg Exterior - Doors and Screens							
289	Bldg - Purchase of Furnishings and Equipment							
291	Bldg - Project Mgt. Fees							
292	Bldg Improvements – painting							
293	Bldg Improvements- Flooring							
294	Bldg Improvements – millwork							
325	Bldg - Designated Substance Surveys							
TOTAL OPERATING PROJECTS								
TOTAL OPERATING - EXPENSES AND PROJECTS (T2)								
Net Profit/Loss (T1 - T2)								

Code		Financial Type Description	Actual	Budget	Variance	Actual	Budget	Variance
CAPITAL EXPENSES AND PROJECTS (Transaction type 2410, Purpose type 1400)								
123	Capital - Access Card Systems							
124	Capital - Building Security Systems							
126	Capital - Fire Protection Systems							
127	Capital - Fire Extinguishers							
128	Capital - Sprinkler Systems							
137	Capital - Remediation							
153	Capital - Landscaping							
154	Capital - Parking Lots							
156	Capital - Irrigation							
157	Capital - Curbs & Sidewalks							
158	Capital - Wells - Maintenance							
12	Capital-Counter, Cabinets							
14	Capital-Doors, Frames							
18	Capital-Floors and Stairs							
24	Capital-Insulation							
27	Capital-Painting							
29	Capital-Plumbing Systems							
33	Capital-Electrical							
35	Capital -Foundation							
37	Capital -Fire Protection Systems							
38	Capital -HVAC							
40	Capital-Roofing							
43	Capital-Windows and Frames							
53	Capital - Fences, Gates and Railing							
57	Capital - Grounds and Landscaping							
63	Capital -Pumps							
65	Capital - Septic Systems and Field Beds							
82	Capital - Wells							
201	Capital- Elevator							
220	Capital - Boilers							
230	Capital- Power Generators							
232	Capital - Lighting							
233	Capital - Lighting							
236	Capital - Pumps & Compressors							
237	Capital - Painting							
238	Capital - Painting							
239	Capital - Counters and Cabinets (Millwork)							
240	Capital - Floors, Stairs and Carpets							
241	Capital - Walls and Ceilings							
242	Capital - Walls							
246	Capital - Doors and Screens							
253	Capital - Storage Tanks - UST and AST							
289	Capital - Purchase of Furnishings and Equipment							
291	Capital- Project Mgt. Fees							
292	Capital Improvements - Painting							
293	Capital Improvements- Flooring							
294	Capital Improvements - Millwork							
296	Capital Improvements - Lighting							

325	Capital - Designated Substance Surveys									
TOTAL CAPITAL COSTS										

Appendix E - NCC Capitalization Policy

The NCC's capitalization policy is based on Canadian Accounting Standards for Private Enterprises (ASPE) as outlined in the Canadian Public Sector Accounting Handbook. Assets providing benefits to NCC operations for more than one fiscal year shall be capitalized and recorded as a capital asset in the books of the NCC. In order to be capitalized, assets must cost more than \$5,000 unless they are part of a capital project. Items purchased in bulk, which individually do not meet the threshold value of \$5,000, are not considered capital assets.

The capital cost includes all costs directly attributable to the acquisition, construction, development or betterment of the capital asset including purchase cost, installation costs, professional fees, project studies, designs, transportation costs, sales tax, custom duties, brokerage etc. Demolition costs are normally capitalized as they are considered an improvement to the land and therefore capitalized to the land.

The betterment (improvement) of owned or leased assets should be capitalized. A betterment of an asset implies that the service potential of the asset is enhanced beyond the original estimate. The service potential of a capital asset is enhanced when there is an increase in the physical output or service capacity, operating costs are lowered, the useful life of the asset is extended, or the quality of the output is improved. Regular maintenance and upkeep is charged to current operations, since it is only intended to permit an asset to achieve its original performance and life expectancy.

The NCC expects the Manager to abide by its capitalization policy and ASPE and to use the descriptions and codes provided under Capital Expenditures transaction code 2410 in Appendix E to record Capital Expenditures on NCC properties.

Appendix F- Incident Report Form

Instructions: It is important to complete the report within two working days of the incident. Ensure all areas are complete and accurate to the best of your knowledge. Please include as many details as possible including dates, times, individuals involved, actions taken, etc. Once completed, please send the form to NCC- Real Estate Management Division. In cases of security incidents, send a copy to Security Services, (40 Elgin, 2nd floor).

1. INCIDENT TYPE - (Indicate with an "X")

a) Security Incidents

Computer Virus		Vandalism	
Fraud		Violence in the Workplace	
Theft - NCC Property		Other	
Theft - Private Property			

b) Other Incidents

Property Damage (eg. fire, flood, accident, etc.)	
Personal Injury	
Environmental (eg. oil spill, septic overflow, etc.)	
Other	

2. WITNESS - (Person who has discovered the incident)

Name:	
Branch/Division:	
Phone#:	Cell:

3. INCIDENT

Short description of incident:	
Date of incident (or date range):	
Location of incident:	
Police Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please indicate report #:

4. ASSET(S) – (If this incident involves loss of or damage to NCC asset(s) please indicate)

Item(s) lost or damaged:				
Asset ID:	Serial No.:	Make:	Color:	Dollar value:

PROTECTED

Incident Report (Continued)

5. COST OF REPAIR (*Brief description and estimate*)

Details on other side ⇒

6. DETAILS OF INCIDENT

Signed by _____

Date _____

For NCC-Security Services use only

If the incident involves loss of or damage to NCC assets, forward a copy to REM Division.

Appendix G - NCC Spill Response Form

To report a spill in Ontario, call the
Ontario Spills Action Centre:
1-800-268-6060

**National Capital Commission
Environmental Management System
Spill Report, Response and Review Log**

To report a spill in Quebec, call the
Quebec Ministry "Environnement et
faune" weekdays 8:30 am – 4:30 pm
(819) 772-3434
Weekends and Nights
(514) 873-3454
or toll free at (866) 694-5454

For technical information please call CANUTEC collect at (613) 996-6666 or *666 on a cellular phone

Completed by: _____ Date completed: _____

Definitions: Spill: the release of a substance which has had an impact on the environment or poses a public hazard. Spill Reporting: as directed by the NCC's Environmental Management System, all environmental spills must be reported to ensure the safety of personnel, the public, the protection of the environment and property, and to ensure that follow-up actions are recorded and carried out.	
Date of Spill:	Time of Spill:
Reported by:	Date and Time Reported:
Location of Spill (attach map if necessary):	
Cause of Spill (use a separate sheet for details if needed and attach):	
Type of Spill (material):	
Volume of Spill:	
Source of Spill:	
Response Details (actions taken, persons involved, materials and method of containment either by NCC or by a third party):	
Notification check list (include the date, time and person/org. notified):	
<input type="checkbox"/> Regulatory Agency _____ <input type="checkbox"/> NCC Portfolio Manager _____ <input type="checkbox"/> NCC Environmental _____ <input type="checkbox"/> NCC Communications _____ <input type="checkbox"/> Others _____	
Follow-up Requirements:	
Assessment of Spill Response (Was enough material and/or resources available to respond efficiently? What improvements would you suggest?):	
Management Review (Vice-President):	
Within One (1) Working Day of Spill Comments	
Signature _____	Date _____
Operational Response:	
After 30 Days of Spill Comments	
Signature _____	Date _____
Operational Response:	

Appendix H – Sample Statement of Requirements

Date

1.0 Initiative Information

Project Name:

Project Leader:

Project Manager:

Project Financial No:

Project File No:

2.0 Need, Problem or Opportunity

3.0 Goal

4.0 Objectives

5.0 Client / User

6.0 Background

6.1 Link to Mandate

7.0 Requirements

8.0 Life Cycle Considerations

9.0 Issues

10.0 Order of magnitude Cost Estimate and Cash Flow Forecast

Amounts shown x \$1,000

Description	2013-14	2014-15	2015-16	2016-17	2017-18

11.0 Management Strategy for the Initiative**12.0 Funding Strategy****13.0 Resources Required (human, material, technological, etc.)****14.0 Major Milestones****15.0 High-Level Roles and Responsibilities****.1 Project Leader –****.2 Project Manager –****16.0 Key Stakeholders****17.0 Impact of Maintaining the Status Quo****18.0 Approval Authority for Each End-of-Phase****.1 Initiation Phase, Statement of Requirements**

It is recommended that the Statement of Requirements be approved by the Vice-President, REMDC

.2 Planning Phase, Project Brief:

It is recommended that the Project Brief be approved by the Vice-President, REMDC

.3 Project Plan, Development Phase:

It is recommended that the Project Plan be approved by the Director, Real Estate Management, REMDC.

.4 Implementation Phase, Acceptance Certificate:

The project leader is to be notified if any significant changes are made to the plan in this phase and a determination made of the approval authority required.

It is recommended that the Acceptance Certificate be approved by the Chief, Property Management & Leasing

.5 Close-out Phase, Close-out Report

It is recommended that the Close-out Report be approved by the Director, Real Estate Management, REMDC.

7.3.619.0 Approval of Statement of Requirements (SOR)

Prepared and Recommended by:

Date
General Manager, Service Provider

Reviewed by:

Date
*Chief, Property Management
& Leasing, REMDC*

Approval in Principle by:

Date
*Director – Real Estate Management,
REMDC*

Approved by:

Date
Vice-President, REMDC

Appendix I – Annual Building Review Form

COMMERCIAL PROPERTY INSPECTION REPORT

This is a sample only – the Successful Bidder will be required to develop a comprehensive form.

TYPE OF INSPECTION:	<input type="checkbox"/> ANNUAL	<input type="checkbox"/> MOVE-IN	<input type="checkbox"/> MOVE-OUT	<input type="checkbox"/> OTHER
Property identification:				<input type="checkbox"/> Leased <input type="checkbox"/> Vacant
Property Address:				
Suite, Apartment no.:				
Land(s)/Building(s) Id:				
Date of Inspection:				
Inspector's Name:				
Tenant Name:				
Telephone number(s):	<input type="checkbox"/> Forwarding No.			
Forwarding Address:				
Occupancy/Vacancy Date:				
Misc. / Special Notes:				
KEY FORM	Keys Issued <input type="checkbox"/> Keys Returned <input type="checkbox"/> Number of keys:			
Tenant Signature:	I have received the key(s) for the above:			

	Signature:
Witness:	Signature:

COMMERCIAL PROPERTY INSPECTION REPORT (PAGE 1 OF 6)

DESCRIPTION	Satisfactory	Unsatisfactory	Comments
EXTERIOR: Please note Health and Safety Issues and evidence of significant fabric deterioration or circumstances likely to result in fabric deterioration.			
Building name properly posted	Is sign clear? Is sign in good condition?		
general exterior appearance	Are there any obvious signs of damage? Are the grounds and building entrances clear of obstructions?		
Signage	Clear and understandable? Bilingual?		
Entrances	Are entrances well lit? Are there any non-working lights?		
Roadway & sidewalk surfaces	Are there any cracks or potholes? Are surfaces generally smooth and even?		
Grounds maintenance condition	Are the grounds clear of garbage and debris? Is the vegetation well maintained? SNIC being undertaken? Type of ice melter in use?		
Wall covering / Cladding	Are there obvious signs of damage to material? Is the paint finish ok?		
Building Envelope	Is there any obvious damage to the building cladding? (Damaged / missing brick, siding, concrete etc.)		
Doors and windows	Any broken glass? Do doors and windows that open seal correctly? Is the caulking around the frames in good condition or is it cracked and separated? Is the weather-stripping functional? Is the door and window hardware functioning well?		
Roof Coverings	Is access safe? Evidence of water ponding on roof? Is material damaged? (ripped, cracked etc) Is metal roofing loose? Shingles curling or loss of aggregate? Flashings loose, caulking dried or split? Unauthorised Patio use?		
INTERIOR			
Building Lobby	Wall finishes furniture, entrance door, directory, security systems, hardware, and lighting		
Elevator Cab	Finishes, lighting fan operation, controls		
Floor lobbies	Hall call buttons corridors, wall finishes, tenant signage, lighting, (carpet worn threadbare tripping hazards)		
Emergency exit plans and fire safety information	Up to date and posted properly		
Corridors	Wall finishes, individual tenant signage, tenant doors hardware and finishes		
Stairwells	Doors railings lighting security and floor finishes - emergency lighting and exit lighting		
Garages and loading areas	Secure clean accessible lighting ventilation		
Garbage rooms	Secure control of odors ventilation		
Basement areas lobbies	Corridors, lighting, egress		

Basement storage areas	Hazardous items – sprinkler head clearance individual security between lockers			
Janitorial rooms	Clean organized WHMIS binder cleaning chemicals labeled and stored properly –			
Mechanical electrical and telephone closets	Secure clean and accessible			
Other				

COMMERCIAL PROPERTY INSPECTION REPORT (PAGE 2 OF 6)

(CONTINUED)		Satisfactory	Unsatisfactory	Comments
STUCTURE				
Columns / beams	Any obviously damaged columns or beams? (or other structural members)			
Foundation walls	Any signs of water entry? Any signs of cracking / misalignment or other structural damage? Are the parging / coating on the foundation exterior in good condition?			
Foundation floor	Any signs of water entry? Any signs of cracking?			
Upper level floors	Any signs of damaged floor structure? Any sagging floors?			
Roof structure	Any signs of damaged structural members?			
HVAC				
Mechanical Room	Is the room tidy? Is the room well lit? Ease of access/ egress? MSDS and WHMIS binder present and up to date? Chemicals stored in accordance with WHIMS.			
Boiler / furnace	Are maintenance logs in room and current? Date of last log book entry? Date of last tube inspection? Is the boiler and pressure vessels certificate current? Any oil leaks? Is the insulation around the boiler in good condition? Any sooting around burners?			
Chiller	Is the maintenance log current? Any abnormal motor / bearing sounds? Note Refrigerant Gas type if possible.			
Fuel tank	Any signs of leaks? Is there proper containment equipment installed?			
Valves	Are valves tagged properly? Are there any evident leaks?			
Piping	Is piping properly identified? Are the pipes securely mounted (i.e. are there any loose or weak brackets)?			
Ductwork	Is the ductwork securely supported? Is there any corrosion visible? Are there records of the last cleaning of the ductwork? Are all sections of the ductwork securely attached to each other? Possible ACM insulation?			
Cooling tower	Are vent grills clear of debris? Signs of excessive moisture? Is there mould or algae growth? Check logs for frequency of water additives.			
Boiler / pipe insulation	Is the insulation in good condition? Is there possibly ACM insulation? Is there open / broken / ripped insulation?			
Air Supply	Are ventilation & make up air grills clear of debris? Are damper motors functioning well? Are filters clean? Are filters changed regularly?			
Fans	Are fan motors functioning correctly? Are there unusual sounds coming from fan motors?			
Tanks / gas valves	Are any tanks or gas valves securely mounted? Are tanks and gas valves protected against impact? Is there clear access around the tanks and valves? Are emergency shut-off valves easily accessible?			
ELECTRICAL				
Electrical Service to building	If exterior overhead service: are service lines too low? Weatherhead missing? Exterior outlets GFCI rated? If underground are there any known problems?			
Electrical room(s)	Is the room properly identified? Are they being used for storage of non-electrical items? Is access to the electrical panels clear? Are the rooms clean? Is there smoke / fire detection in the electrical room?			
Transformers	Any signs of transformer oil leak? Is there 1m clearance around transformers?			
Hydro Vault	Is the vault room properly identified and secured against entry to non-authorized persons? Has it been inspected by utility company recently? Note date of last disconnect			

	thermal scan.			
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COMMERCIAL PROPERTY INSPECTION REPORT (PAGE 3 OF 6)

(CONTINUED)		Satisfactory	Unsatisfactory	Comments
ELECTRICAL (CONTINUED)				
Meters	Are meters clearly located and identified?			
Panels	Are panels clearly identified? Is circuit legend clear and are breakers clearly labelled? Any signs of corrosion on panels? Are busbars and breakers properly protected? Subpanels properly locked and identified? Are any knockouts missing?			
LIFE SAFETY				
Fire alarm panel	Is the fire alarm panel functional? Are the building zones clearly identified? Is there clear access to the panel? Note date of last system inspection from certificate.			
Building fire safety plan	Is the Building fire safety plan in a clearly identified location? Is the plan up-to-date? Can emergency vehicles access the building?			
Fire alarms / smoke detectors	Was the system tested within the past 12 months? Is the system functioning properly?			
Fire Separation	Any openings in fire walls / ceilings, particularly pipe and cable locations?			
Emergency exits	Are corridors and doorways clear of obstacles? Do doorways have panic hardware in good working order?			
Emergency lighting	Are the emergency lights functional when tested?			
Exit signage	Are the exit signs illuminated? Are any exit signs missing or broken?			
Fire extinguishers / hose cabinets	Are the inspection tags visible? Are extinguishers charged? Has the equipment been inspected within the 12 months? Note date of last hose re-racking			
Sprinkler pump	Has the sprinkler system been tested recently? Is there adequate pressure in the sprinkler system?			
Sprinklers	Are the sprinkler heads unobstructed? Are the sprinkler heads not painted? Is there at least one extra of each type of sprinkler head available?			
Gas Detectors	Are gas (CO) detectors properly installed and functioning?			
BUILDING SERVICES				
TSSA inspections	Is the maintenance log current? Is the log signed by certified elevator mechanic?			
spare parts / tools	Are lubricants / parts / tools properly and neatly stored?			
Water supply	Is the water supply to the building adequate for occupants needs?			
Water pipes	Are water supply pipes clearly identified? Are pipes securely installed? Are all pipe connections secured? Are pipes at risk of freezing? Are there any signs of leaks? Are there any lead pipes? Is the meter easily accessible for reading?			
Water pumps	Are pumps functioning well? Are there unusual sounds coming from the motors?			
Water fountains	Are fountains functioning? Is there adequate water pressure at the fountains? Does the cooling system function?			
Sump / sewage pumps and pits	Are pump motors functioning well? Is the sump pit free of silt and debris? Are the sump pits properly identified and protected?			
Sanitary waste	Is waste water from toilets and showers and sinks flowing properly? Is there a sewage odour in the washrooms? Are floor drains clear?			

COMMERCIAL PROPERTY INSPECTION REPORT (PAGE 4 OF 6)

TENANT SPACES		Satisfactory	Unsatisfactory	Comments
COMMERCIAL KITCHEN				
kitchen exhaust system	Is the fan motor functioning properly? Is the ductwork clear of grease?			
kitchen stove fire suppression system	Is the system charged? Is access to the pull station clear? Not ether last inspection date on certificate.			
gas supply to kitchen	Is access to the shut-off valve clear? Are the gas supply lines safely attached and identified?			
grease trap	Is the trap clean? Is there a program in place to have regular cleaning done?			
Floor	Is the floor space clear of potential trip hazards? Is there proper distance between equipment? Is the floor non-slip?			
public health inspections	Is the current public health inspection certificate displayed?			
Electrical	Trailing wiring, poorly installed appliances, excessive heat load for the present cooling system?			
Other				
OFFICE SPACES				
Permanent walls	Is there any drywall damage? Are the walls clean?			
Floors	Carpet / vinyl condition? Trip hazards? Hygiene concerns?			
Ceilings	Stained or missing ceiling tiles? Damaged plaster? Holes in fire separating ceilings?			
Kitchen areas	Is there smoke / heat detector? Toaster oven in use? Microwave?			
Electrical System	Loose or scorched outlets/ switches. Unsupported wiring. Tenant reports of breakers or fuses triggering repeatedly.			
Fire alarm	Are detectors installed? Linked to sub panel and main building panel?			
Emergency Exits / Lighting	Are the exits clearly marked? Are the exit ways clear of obstructions? Test a percentage of emergency light packs.			
Fire Extinguishers	Are the extinguishers charged? Clearly accessible?			
Sprinklers	Are sprinkler heads free of obstruction?			
Window blinds	Are window blinds installed, particularly on South side?			
Office in General	Note general quality and cleanliness of office space.			
Other	Are extension cords in regular usage across the floors?			
	Are occupants using electric space heaters? Clearance around all heating appliances.			
	Is level of occupancy a concern, e.g. excess floor loads, difficulty escaping due to furniture layout?			
	Stored materials - Flammable substances or hazardous materials?			

COMMERCIAL PROPERTY INSPECTION REPORT (PAGE 5 OF 6)

Apartment Spaces in Multi-Use Buildings		<input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable		Comments
		Satisfactory	Unsatisfactory	
Electrical System	Loose or scorched outlets/ switches. Unsupported wiring. Tenant reports of breakers or fuses triggering repeatedly.			
Electrical Distribution Panel	Scorching or melting of breakers/ fuse holders. Loose wiring			
Ductwork	Corrosion, gaps or holes			
Water Heater	Scorching or corrosion of casing? Unsupported wiring? Older unit with limited life?			
CO Detectors	Installed near sleeping Areas? (If fossil fuel burning appliance installed)			
Smoke Detectors	Installed on all floors? Obscured? Test to ensure battery operable.			
Stairs	Safety concerns? Baluster height / stability. Additional handrail required?			
Ceiling Finishes	Cracking, sagging or water staining?			
Wall Finishes	Cracking, bowing, water stains, condensation or mould?			
Floor finishes	Report significant deterioration or damage.			
Doors	Missing or damaged? Poor fitting?			
Fire escape routes	Are doors and corridors free of obstruction?			
Fireplace / wood stove	Are they in use? When were they last cleaned			
Space Heating / Furnace	Scorching of casing. Older unit with limited life?			
Space Cooling	If installed, look for water damage over furnace caused by condensate tray blockage / leaks.			
Sanitary Fittings	Cracked ceramic or enamel coming off? Caulking intact? Note any mould			
Plumbing	Check below sinks and behind toilets for leaks.			
Kitchen and Bathroom	Note damaged appliances or finishes?			
Kitchen and Bathroom	Evidence of mould?			
Unsafe storage	Propane tanks or gasoline canisters stored indoors or on balcony? Quantity of flammables stored internally?			
Other				

COMMERCIAL PROPERTY INSPECTION REPORT (PAGE 6 OF 6)

Additional Notes

Please detail any concerns that affect the leasing or ongoing management of the subject property

Follow up / Actions

Please note any items that should be referred to the NCC for further investigation / action

I certify that the information in this inspection form is true.

Property Manager:

Signature:

Date:

Appendix J – Commercial Lease Approval Form

SECTION 1: REVIEWED BY:							
Portfolio Officer, Real Estate Management				Date			
Chief, Real Estate Management				Date			
Senior Vice-President, Finance and Information Technology Services and CFO				Date			
SECTION 2: APPROVAL REQUIREMENTS: As per <i>National Capital Act</i> and <i>National Capital Commission By-Laws</i>							
N/A	RECOMMEND	APPROVE					Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Director, Real Estate Management				Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vice-President , Real Estate Management, Design and Construction				Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Executive Vice-President, Operations				Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chief Executive Officer				Date
<input type="checkbox"/> Approval of these terms is subject to obtaining the following approval(s):							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EMC / CHD	Date of Submission			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NCC	Date of Submission			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TB / GIC	Date of Submission			
SECTION 3: DESCRIPTION OF PROPERTY(IES) AND UNIT(S) TO BE LEASED							
<input type="checkbox"/> New Lease		<input type="checkbox"/> Renewal Lease		<input type="checkbox"/> Lease Amendment		<input type="checkbox"/> Assignment	<input type="checkbox"/> Other
ADDRESS:						RD FILE:	
TYPE OF LEASED PREMISES:							
Asset Property/Unit ID(s)	Description	Area (m2)	Area (Sq. ft.)	Base Rent (\$/sq.ft)	Base Rent (Annual) for Year 1	Realty Taxes (Est. Annual)	O&M (Annual)
TOTAL :							
SECTION 4: SUMMARIZED TERMS AND CONDITIONS							
DESCRIPTION	PREVIOUS LEASE	PROPOSED LEASE	COMMENTS				
LESSEE'S NAME							
PERMITTED USE							

LEASABLE AREA, INCLUDING BREAKDOWN FOR EACH UNIT.			
TERMS OF LEASE			
LEASE COMMENCEMENT DATE			
LEASE EXPIRY DATE			
RENEWAL OPTION(S)			
RENTAL STRUCTURE			
BASE RENT			
OPERATING COST (ESTIMATE)			
REALTY TAXES (ESTIMATE)			
PARKING RENT			
SECURITY DEPOSIT			
<u>TENANT'S BACKGROUND/BUSINESS CASE</u>			
<u>MARKET ANALYSIS</u>			
<u>FINANCE DETAILS</u>			
<u>ATTACHMENTS:</u>			
<u>CHANGES, ADDITIONS OR DELETIONS OF CLAUSES FROM STANDARD LEASE TEMPLATE:</u>			

Appendix JA – Residential Lease Approval Form

Property ID:

Address:

Unit ID:

Description of leased premises:

DESCRIPTION	PREVIOUS TERMS	PROPOSED AGREEMENT	NEGOTIATED AGREEMENT
A. LESSEE'S NAME			
B. Description of Leased Premises <i>(apartment, house, garage, etc.)</i>			
Area of leased premises (ft ²)			
C. TERMS OF LEASE			
LEASE EFFECTIVE DATE			
LEASE EXPIRY			
D. BASIC RENT (Monthly)			
E. PARKING (included)		Yes <input type="checkbox"/> No <input type="checkbox"/>	
F. STORAGE		Yes <input type="checkbox"/> No <input type="checkbox"/>	
G. SERVICES AND APPLIANCES:			
Electricity <input type="checkbox"/>		Heat <input type="checkbox"/>	
Gas <input type="checkbox"/>		Snow removal <input type="checkbox"/>	
Water <input type="checkbox"/>		Other: (Specify) <input type="checkbox"/>	
H. COMMENTS	<ul style="list-style-type: none"> • Rent exceeds \$20,000 per year. • No change to appliances or other terms. • 		
SUBMITTED		BY:	APPROVAL:
<hr/> <i>Property Administrator</i>		<hr/>	

DATE	<i>General Manager</i> DATE
<p>NCC APPROVAL: as per NCC By-Law</p> <p>_____</p> <p><i>NCC Asset Management Officer</i></p> <p>DATE</p>	<p>NCC APPROVAL: as per NCC By-Law:</p> <p>_____</p> <p><i>Director, Real Estate Management</i> DATE</p>
<p>NCC APPROVAL: as per NCC By-Law</p> <p>_____</p> <p><i>Chief, Property Management and Leasing</i></p> <p>DATE</p> <p><i>REMDC</i></p>	<p>NCC APPROVAL: as per NCC By-Law:</p> <p>_____</p> <p><i>Vice President</i> DATE</p> <p><i>Real Estate Management, Design and Construction</i></p>

Appendix K - Environmental Management Guidelines

Compliance with Environmental Laws and NCC Environmental Policies

Although not an exhaustive list of applicable legislation, the federal legislation and NCC policies and guidelines, here are those areas whereby NCC complies with applicable Environmental Laws.

Canadian Environmental Protection Act (CEPA)

The NCC is subject to the Canadian Environmental Protection Act, an act respecting pollution prevention and the protection of the environment and human health in order to contribute to sustainable development. The primary purpose of CEPA is to contribute to sustainable development through pollution prevention.

Canadian Environmental Assessment Act (CEAA)

The NCC is subject to the *Canadian Environmental Assessment Act*. The CEAA and its regulations are the legislative basis for the federal practice of environmental assessment. Among other objectives, the CEAA ensures that projects are carefully reviewed before federal authorities or their representatives take action in connection with them so that projects do not cause significant adverse environmental effects and ensures that development in Canada or on federal lands does not cause significant adverse environmental effects in areas surrounding the project. Of particular interest to this RFP, the CEAA defines what constitutes a project that must follow the federal environmental assessment process.

These policies are currently under review and will be provided at a later date.

NCC Environmental Policy Statements

General Policy Statements

- a) “The health and sustainability of the National Capital Region’s environment is a responsibility shared by all individuals, agencies, and institutions residing in the Region. The NCC shall assume its share of this responsibility by planning, managing, and implementing its resources and activities in an ethical and sustainable manner, to help achieve and promote a safe and healthy environment. By contributing to this goal, the NCC shall create a sustainable and green Capital that represents Canadian values, hopes, and pride in this nation.”
- b) The NCC is also committed to pollution prevention in all of its programs and activities.

Commitment to Environmental Stewardship

Within the context of this goal, the NCC is committed to planning, developing and implementing all of its programs and activities in a manner designed to minimize negative impacts on the environment and, where deemed appropriate, to enhance the environmental resources under its responsibility. This commitment to environmental stewardship is reflected in the NCC’s environmental policy statement and in the organization’s commitment to ensure that all activities occurring on NCC properties are carried out in an environmentally responsible manner.

Regulatory Overview

The NCC is committed to carrying out all of its activities in compliance with all applicable federal, provincial, and local (municipal) acts, regulations, and bylaws. Legislative and regulatory tracking is required on a continuous basis to ensure that all activities are performed in accordance with these requirements.

NCC Corporate Administrative Policies and Procedures

The applicable NCC Corporate Administrative Policies and Procedures are Environmental Sustainability – A0473-4 (February 12, 2003), Environmental Assessment – 2CP3 (January 18, 1995), Contaminated Sites Management – 2CP4 (January 12, 2000) and Occupational Health and Safety – A0471-15-2 (August 13, 2003) and these are provided herein as Schedules H, I, J and K respectively.

Other Federal and Provincial Sources

Although this is not an exhaustive list of other federal and provincial guidelines and regulations that must be followed, the NCC and its Service Provider must be familiar with the Canadian Drinking Water guidelines, the Canadian Environmental Quality Criteria for Contaminated Sites, the Guideline for Use of Contaminated Sites in Ontario and the “Politique de protection des sols et de réhabilitation des terrains contaminés” in the province of Québec.

Environmental Aspects

The NCC has identified the following environmental aspects list on the basis of a detailed analysis of activities known to occur on properties owned by the NCC. This non-exhaustive list aims to represent the different environmental activities/aspects that the Service Manager will have to manage and consider in its day-to-day operations. In most cases, an individual will have to refer to more than one environmental aspect to identify all of the practices that may apply.

For example, a Contractor performing Maintenance work requiring the use of heavy equipment may have to meet requirements related to noise emissions, hazardous materials management, fuel storage tanks, spills, environmental assessment, sedimentation and erosion, and so on.

Air Emission	Hazardous/Designated Materials Management	Spills-Emergency Preparedness & Response
Noise Emission	Contaminated Land Management	Environmental Assessment
Waste Water Discharge	Indoor Air Quality	Water Consumption
Solid Waste Management	Fuel Storage Tanks	Energy Consumption
Erosion & Sedimentation	Wetlands	Water Crossings
Water Quality	Protected Areas/Valued Ecosystem Components	Vegetation Management
Wildlife Management	Public Land Use (Agricultural, Residential, Commercial, Conservation, Industrial, Parkland)	

Appendix L – Map of Area
Provided as separate document

Appendix M – Map of NCC Rental Portfolio
Provided as separate document

Appendix N – Project Status Report

Project Status Report / Rapport d'avancement de projet

Date:

Project Title / Titre du projet :

Project description / Description du projet:

Project No. (finance) / No. de projet (finance):

File number / Numéro de dossier :

Project Leader / Chef de projet

Project manager / Gestionnaire de projet:

STATUS/ AVANCEMENT: New initiative / Nouvelle initiative

Budget / Budget MYCP/ PPCC **Non-MYCP / PPCC**
Original: \$
Revised / Révisé:

Schedule :

Project Phase Phase du Projet	Initiation Démarrage	Planning Planification	Development Élaboration	Implementation Mise en oeuvre		Close-Out Fermeture
% Compl.				Construction:	Commissioning:	
Plan Finish / Fin						

Issues, news since last report / Enjeux, nouvelles depuis le dernier rapport:

Intended for:

Signed:

Project Manager

SCHEDULE A – NCC Inventory

Provided as separate document

SCHEDULE B – NCC Inventory of Moveable Assets

To be provided via an addendum

SCHEDULE C – Equipment Listing

To be provided via an addendum

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
60 Chemin Mill Wakefield QC	Commercial	Emphyteutic Agreement	Building	Wakefield Grist Mill			Current	NCC		613.14	R			
			Land	Land			Current		0.4692		R			
60 Chemin Mill Wakefield QC	Commercial	Emphyteutic Agreement	Land	Parking lot at 60 Chemin Mill			Current		0.063					
670 Boulevard Tache Hull QC	Commercial	Emphyteutic Agreement	Building	Main house			Current	NCC		124.35		Municipal	Municipal	Oil
			Building	Barn			Current	NCC		626.86	R			
			Building	Stable			Current	NCC		827	R			
			Building	Shed - ice house			Current	NCC		55.76			Septic System	Well
71 Chemin Mill Wakefield QC	Commercial	Emphyteutic Agreement	Building	House			Current	NCC		335.28		Septic System	Well	Oil
			Building	New multiple housing - owned by tenant at 71 Chemin Mill			Current	Tenant		935			Well	Geothermal
			Land	Old access road			Current		0.3162					
72 Chemin Mill Wakefield QC	Commercial	Emphyteutic Agreement	Building	MacLaren House			Current	NCC		403.19	R		Well	Oil
			Land	Land			Current		3.2747		R			
Camp Fortune Chelsea QC	Commercial	Emphyteutic Agreement	Building	Tow Rope Bldg.(Bottom) / Bldg. No.20 On Plan-Camp Fortune			Current	NCC		7.03				Unknown
			Building	White House Garage / Bldg. No.3 On Plan - Camp Fortune			Current	NCC		53.51				
			Building	Rider'S Roost / Bldg. N0.4 On Plan - Camp Fortune			Current	NCC		78.97				Electric
			Building	Alexander Garage / Bldg. N0.13 On Plan - Camp Fortune			Current	NCC		57.97				
			Building	Alexander Building / Bldg. No.11 On Plan - Camp Fortune			Current	NCC		379.04				
			Building	Connie'S Lodge / Bldg. No.17 On Plan - Camp Fortune			Current	NCC		41.62				
			Building	Bell Telephone Building / Bldg. N0.15 On Plan - Camp Fortune			Current	NCC		11.15				

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Building	Alexander T Bar (Bottom) / Bldg. No.9 On Plan-Camp Fortune			Current	NCC		32.19				Unknown
			Building	Cassel Lodge / Bldg. N0.39 On Plan-Camp Fortune			Current	NCC		124.86				Oil
			Building	Oscar Chalet / Bldg. No.27 On Plan-Camp Fortune			Current	NCC		53.51				
			Building	Slalem/Pineault / Bldg. No.36 On Plan-Camp Fortune			Current	NCC		8.92				
			Building	Belvedere / Bldg. No.61 On Plan			Current	NCC		167.23				
			Building	Skyline Base Lodge / Bldg. N0.51 On Plan			Current	NCC		270.53				Oil
			Building	Skyline Electrical Building / Bldg. No.53 On Plan			Current	NCC		15.61				
			Building	Clifford House / Bldg. No.40 On Plan-Camp Fortune			Current	NCC		240.8				Oil
			Building	Clifford Express Quad (Bottom) / Bldg. No.19 On Plan			Current	NCC		8.95				Unknown
			Building	Salt Shed / Bldg. No.44 On Plan			Current	NCC		35.67				
			Building	Maintenance Shop / Bldg. N0.45			Current	NCC		501.68				Oil
			Building	60m Jump Bldg. No.29 On Plan			Current	NCC		79.81				Unknown
			Building	Skyline Finishing Gate / Bldg. No.54 On Plan-Camp Fortune			Current	NCC		10.38				Unknown
			Building	Skyline Starting Gate / Bldg. No.58 On Plan-Camp Fortune			Current	NCC		12.97				Unknown
			Building	Skyline Quad Chair (Bottom) / Bldg. No.55 On Plan-Camp Fortune			Current	NCC		22.6				Electric
			Building	Skyline Quad Chair (Top) / Bldg. No.59 On Plan-Camp Fortune			Current	NCC		6.67				Unknown
			Building	Skyline Double Chair (Top) / Bldg. No.60 On Plan-Camp Fortune			Current	NCC		5.63				Unknown
			Building	Cbc Garage / Bldg. No.14 On Plan-Camp Fortune			Current	NCC		64.56				Unknown
			Building	New Lodge / Bldg. No.37 On Plan			Current	NCC		1418.28				Unknown

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Building	Small Pump House / Bldg. No.32 On Plan-Camp Fortune			Current	NCC		38.3				Unknown
			Building	Media Sheds (For Skidoo Parking) / Bldgs. No.41 On Plan-Camp Fortune			Current	NCC		22.76				Unknown
			Building	Compressor Shed / Bldg. No. 57 On Plan-Camp Fortune			Current	NCC		78.69				Unknown
			Building	Fortune Lodge / Bldg. No.1 On Plan-Camp Fortune			Current	NCC		625.42				
			Building	Wood Shed beside First Aid Station			Current	NCC		9.25				
			Building	First Aid Building			Current	NCC		78.75				Electric
			Building	Coach's Shack			Current	NCC		25.51				Unknown
			Building	Ski Demo Centre			Current	NCC		10.04				
			Building	Storage Shed			Current	NCC		14.88				Unknown
			Building	Tow Shack for Triple Chair			Current	NCC		7.12				Unknown
			Building	Tow Shack for Quad Chair			Current	NCC		12.99				Unknown
			Building	Media Shed			Current	NCC		15.88				Unknown
			Building	Media Shed			Current	NCC		18.01				Unknown
			Building	Media Shed			Current	NCC		9.56				Unknown
			Building	Media Shed			Current	NCC		9.45				Unknown
			Building	Media Shed			Current	NCC		11.28				Unknown
			Building	Media Shed			Current	NCC		16.03				Unknown
			Building	Storage area adjacent to first aid building			Current	NCC		45.18				Electric
			Building	Shed- Ske demo			Current	NCC		15				

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Building	Shed - Skyline Judge Shack			Current	NCC		24				Electric
			Building	Shed - Electrical			Current	NCC		8				Electric
			Building	Shed- Meech Chair Life			Current	NCC		16				Electric
			Building	Shed - Race boot			Current	NCC		10.5				
			Building	Shed			Current	NCC		6				Electric
			Building	Shed - Ski track for kids			Current	NCC		2.5				Electric
			Building	Shed - Ski track for kids			Current	NCC		2.5				Electric
			Building	Shed-chair Lift control			Current	NCC		3.5				Electric
			Building	Shed-chair Lift control # 2			Current	NCC		7				Electric
			Building	Shed-chair Lift electrical			Current	NCC		32				Electric
			Building	Shed-chair Lift central booth			Current	NCC		4				Electric
			Building	Shed-Race booth top of the hill			Current	NCC		10				
			Building	Shed Skyline racing start # 2			Current	NCC		7				
			Building	Pump house			Current	NCC		150				Electric
Camp Fortune N. of Meech L Chelsea QC	Commercial	Emphyteutic Agreement	Land	Parking Lot			Current		1.29					
1 Donald Street Ottawa ON	Commercial	Head Lease	Building	Club House			Current	NCC		227.61		Municipal		Electric/Propane
1 Rideau Street Ottawa ON	Commercial	Head Lease	Building	Museum	Unit	Chateau Laurier Terrace / Terrace Restaurant Street Level	Current	NCC		660.1			Municipal	Steam
					Unit	Chateau Laurier Ramp / Vehicular Areas	Common Area			1086.21				
1 Timberslide Street Ottawa ON	Commercial	Head Lease	Building	Power Station / On Island South Of Victoria Island			Current	NCC		464.68	C			

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
1001 Queen Elizabeth Drive Ottawa ON	Commercial	Head Lease	Building	Dow's Lake Pavilion			Current	Tenant		2408.8		Municipal	Municipal	Electric/Propane
105-111 Slack Road Nepean ON	Commercial	Head Lease	Building	Church			Current	NCC		526.22			Municipal	Gas
			Building	Rectory / West Of Church			Current	NCC		165.5			Municipal	Oil
			Building	garage at 105 Slack Road - tenant owned			Current	Tenant		37				
106 Sparks Street Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	Retail Store Space / Ground Floor	Current	NCC		173.82			Municipal	Oil
					Unit	Retail Store Space / Ground Floor	Current			130.43				
					Unit	Commercial Office Space / Entire Second Floor	Current			460.24				
					Unit	Commercial Office Space / Entire Third Floor	Current			339				
					Unit	Hallways and Stairways/Access to 2nd and 3rd floor only	Current			22.46				
					Unit	2 Level Storage Space / Ground and Mezz Area - Below Min Height	Current			64.59				
					Unit	Storage Space for 110 Sparks / Basement	Current			118.82				
					Unit	Storage Space for 112 Sparks / Basement	Current			142.65				
					Unit	Storage Space for 116 Sparks / Basement	Current			29				
					Unit	Furnace and Mechanical Rooms / Service area in basement	Current			156.62				
					Unit	Storage Space / Mezz area of retail space	Current			29.15				
					Unit	Retail Store Space / Ground floor	Current			133.41				
			Building	Office Building			Current	NCC		1353.9246			Municipal	Unknown
1145 Chemin Aylmer Aylmer QC	Commercial	Head Lease	Building	Pro Shop & Registration Office			Current	NCC		130			Municipal	
			Building	General Commercial	Unit	Cafeteria	Current	Tenant		75				

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
					Unit	Washroom Facilities	Current			25				
			Building	Maintenance Garage			Current	NCC		200				Unknown
			Building	Pumping Station for Champlain Golf Course			Current	NCC		42.73				
1170 Chemin Aylmer Aylmer QC	Commercial	Head Lease	Land	Golf Course - 5 Holes / Across Lower Aylmer Road			Current		8.82					
			Land	Golf Course			Current		5.8					
119 Scott Road Chelsea QC	Commercial	Head Lease	Building	Entrepot (Crawley)			Current	NCC		974.37			Well	Oil
			Building	Salt Shed			Current	NCC		94.16				
			Building	Storage Shed			Current	NCC		16.45				
1471 Blair Road Gloucester ON	Commercial	Head Lease	Building	Cafeteria & Washrooms			Current	Tenant		2058.55			Municipal	Gas
			Building	Pro Shop			Current	Tenant		185.87			Municipal	Electric
1471 Blair Road Gloucester ON	Commercial	Head Lease	Building	Machine Shed			Current	NCC		595.58		Municipal	Municipal	Unknown
			Land	additional land for Pineview Golf Course			Current		0.7546					
1510 St Joseph Boulevard Gloucester ON	Commercial	Head Lease	Building	Main Commercial Building			Current	NCC		3377.1		Municipal	Municipal	Natural Gas
			Land	Land			Current		0.2548					
			Land	Land			Current		0.054					
156 Middle Street Ottawa ON	Commercial	Head Lease	Building	Former Koffman Bldg.			Current	NCC		161.52			Municipal	Electric
1665 St Joseph Boulevard Gloucester ON	Commercial	Head Lease	Land	Land			Current		8.1321					
17 York Street Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	Retail-Ground Floor	Current	NCC		486.27	R	Municipal	Municipal	Electric
					Unit	Offices-Second Floor	Current			474.28				

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1705 St Joseph Blvd Gloucester ON	Commercial	Head Lease	Building	General Commercial	Unit	Offices-Third Floor	Current			474.28				
					Unit	Offices-Fourth Floor	Current		474.28					
					Unit	Basement	Current		474.02					
					Unit	Retail Area of Orleans Golf Center	Current	Tenant	237.36					
					Unit	Office Area of Orleans Golf Center	Current		237.37					
17-25 Clarence St. and 18-26 Murray St. Ottawa ON	Commercial	Head Lease	Building	Apartment Building			Current		4.0652					
					Unit	Inspiration House-Useable Area	Current	NCC	10066.24		Municipal	Municipal	Natural Gas	
2070 Merivale Road Nepean ON	Commercial	Head Lease	Building	House			Current	NCC	89.22			Septic System	Municipal	Oil
					Unit	Inspiration House-Service Area	Common Area		1721.86					
2080-A Merivale Road Nepean ON	Commercial	Head Lease	Building	Church			Current	Tenant	566.68					
							Current		0.096					
2595 Robertson Road Nepean ON	Commercial	Head Lease	Building	Warehouse former address is 467 Robertson Road			Current	NCC	578.3			Well	Oil	
320 Terry Fox Drive Ottawa ON	Commercial	Head Lease	Building	Large Barn			Current	NCC	444.06			Well		
					Building	Small Barn	Current	NCC	82.68					
			Land	Land	Current		8.0458							
			Land	Land	Current		3.5116							
			Building	Apartment Building	Current	Tenant	2666							
33 George St. & 20 York St Ottawa ON	Commercial	Head Lease	Building	Apartment building			Current	Tenant	8925					
					Building	Apartment building	Current	Tenant	8925					
			Land	Fire Lane Between 18 & 20 York St	Current		0.0276							

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330 Sussex Drive Ottawa ON	Commercial	Head Lease	Building	Usable area - building			Current	NCC		4255			Municipal	Steam
35 George Street Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	Office Space / Entire Floor	Current	NCC		366.89	R		Municipal	Steam
					Unit	Office Space / Entire Floor	Current			366.89				
					Unit	Office Space / Entire Floor	Current			366.89				
					Unit	Office Space / Entire Floor Basement Storage / Includes Mech/Elec Rooms	Current			352.55				
					Unit	Freight Elevator-All Floors / Sticks Out Behind Building	Current			43.31				
					Unit	Retail\Office\Institutional / Entire Floor	Current			370.01				
3500 Carling Avenue Nepean ON	Commercial	Head Lease	Building	House Converted to Commercial Use- Telephone Pioneer			Current	NCC		186.29				
			Building	Garage Converted To Commercial Use / Pioneer Telephone			Current	NCC		44.05				
			Building	Wildlife Center / North Of Parking			Current	NCC		549.96				
			Land	Recrea Buffer Between Dev Land & Bike Path / N. Of Railroad			Current		40.4686					
			Land	Moodie @ Carling Ave			Current		4.7476					
			Land	Moodie @ Carling			Current		1.7878					
			Land	Parking Lot Next To Main Bldg / Nortel Carling Avenue Site			Current		16.351					
3690 Carling Avenue Nepean ON	Commercial	Head Lease	Building	Pro Shop/Club Rental / Near Driving Range			Current	NCC		77.76			Well	
			Building	Storage Shed / By The Road			Current	NCC		75.81				
			Building	Club Storage Ahead / West Of Pro Shop			Current	Tenant		28.15				
375 Queen Elizabeth Drivew Ottawa ON	Commercial	Head Lease	Building	Canal Ritz / On The Canal Across From Fifth Ave			Current	NCC		312.88		Municipal	Municipal	Electric
			Land	Water Lot Adjacent To Canal Restaurant			Current		0.08					

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389 Boul. Cite Des Jeunes Hull QC	Commercial	Head Lease	Land	Land Adjacent To Canal Restaurant / Owned By Parks Canada			Current		0.027						
			Building	Spectator Stands / Sports Complex Behind Polyvalante			Current	NCC		659.62					
			Building	Cabin / Relais Plein Air			Current	Tenant		464			Municipal	Municipal	
40 Elgin Street Ottawa ON	Commercial	Head Lease	Land	Land			Current		0.7809						
			Building	Chambers Building - Office and Retail Space - Heritage Designation			Current	Tenant		17329.3		C		Municipal	Gas
401 Corkstown Road Nepean ON	Commercial	Head Lease	Land	Encroachment			Current		0.0042			C			
			Land	Encroachment			Current		0.0196						
			Building	Stables-(75 Horses) Admin & Washrooms			Current	NCC		3425.06				Municipal	Electric
			Building	Hay Barn / Behind Stables			Current	NCC		851.62					Unknown
			Building	Indoor Arena -- Heated			Current	NCC		1755.81					Propane
			Building	Storage/Garage / South/West Of Barns			Current	NCC		164.93					Electric
			Building	Coverall building owned by tenant			Current	NCC		313					
401 Corkstown Road Nepean ON	Commercial	Head Lease	Land	Land			Current		1.03						
411 Corkstown Road Nepean ON	Commercial	Head Lease	Building	Administration Bldg & Store / At Park Entrance			Current	Tenant		180.16			Municipal	Municipal	Electric
			Building	Manager's Residence & Laundry Facilities / East Of Administration B			Current	Tenant		149.11			Municipal	Municipal	Electric
			Building	Pavilion / North Of Administration Bldg			Current	Tenant		136.28				Municipal	
			Building	Maintenance Building			Current	Tenant		68.07					
			Building	Washroom -- Cluster 3 / Western One			Current	Tenant		79.54			Municipal	Municipal	Oil
			Building	Washroom -- Cluster 3 / Eastern One			Current	Tenant		86.6			Municipal	Municipal	Oil

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4373 Generation Court Gloucester ON	Commercial	Head Lease	Building	Washroom - Cluster 6			Current	Tenant		82.81		Municipal	Municipal	Oil		
			Building	Washroom - Cluster 1			Current	Tenant		91.34		Municipal	Municipal	Oil		
			Building	Amphitheater / Between Cluster 1 & 6			Current	NCC		19.25						
			Building	Building			Current	NCC		111.15				Municipal	Oil	
445-447 Sussex Ottawa ON	Commercial	Head Lease	Building	Building Accessory			Current	NCC		41.36						
			Building	General Commercial	Unit	Retail Space	Current	NCC		64.03		R		Municipal	Gas	
					Unit	Retail Space	Current				85.59					
					Unit	Office Space / West End	Current				120.14					
					Unit	Office Space / Off Of Stairwell B	Current				50.04					
					Unit	Office Space / Off Of 2nd Floor	Current				52.96					
					Unit	Office Space / West End	Current				155.91					
					Unit	Office Space / East End	Current				35.97					
					Unit	Basement Storage / All Except Mechanical Areas	Current				238.15					
					Unit	Retail Space	Current				58.27					
					Unit	Stairwell A / Stairs To 2nd And 3rd Floors	Common Area				53.31					
					Unit	Common Space / Floors 2 & 3	Common Area				71.7					
					Unit	Stairwell B / Stairs To 2nd & 3rd Floors	Common Area				46.22					
					Unit	Boiler Room / East Side	Common Area				17.35					
		Unit	Electrical Room / Beside Stairwell B	Common Area				2.19								

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489 Sussex Dr./12 Clarence Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	1st Floor Commercial & 2nd & 3rd Floor Office	Current	NCC		1127	R		Municipal	Gas
					Unit	Indoor Parking Under Court	Current		1126					
			Building	Apartment Building	Unit	Residential Units on 2nd & 3rd Floor	Current	NCC		1127	R	Municipal	Municipal	Unknown
					Unit	apartment building	Current		1660					
529 Richmond Road Ottawa ON	Commercial	Head Lease	Building	Rochester Restaurant			Current	NCC		406.51	C		Municipal	Natural Gas
541 Sussex Drive Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	Common Area / Basement Only	Current	NCC		91.97	R		Municipal	Steam
					Unit	Office Space / Entire Floor	Current		493.23					
					Unit	Office Space / Entire Floor	Current		494.7					
					Unit	Retail/Restaurant Space / Entire Floor	Current		482.4					
					Unit	Stairs & Foyer & Elevator / Floors 1st 2nd & 3rd	Current		139.35					
					Unit	Mechanical/Electrical Rooms / West Side Of Bldg	Current		113.97					
					Unit	Storage Passageway / From George St To Clarendon Crtyrd	Current		314.97					
555 Ottawa River Parkway Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	Restaurant & Accessory Space / All Floors	Current	NCC		926			Municipal	Gas
					Unit	Thompson Ruins Includes Ruins and Staircases Etc.	Current		104.83					
					Unit	Patio/Terrace / East Of Bldg	Current		44.96					
					Unit	Mechanical Rooms in Basement	Current		49.49					
62 John Street Ottawa ON	Commercial	Head Lease	Building	Office Building			Current	NCC		1860				Electric
							Current	NCC		163.14	R		Municipal	Gas

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700 Sussex Drive Ottawa ON	Commercial	Head Lease	Building	700 Sussex (Former Daly Site)			Current	Tenant		10000			Municipal	Natural Gas
734 Moodie Drive Nepean ON	Commercial	Head Lease	Building	Wild Bird Care Centre / Away From The Road			Current	NCC		357			Well	Oil
802 Hog S Back Road Ottawa ON	Commercial	Head Lease	Building	Shed			Current	Tenant		50				
			Building	Main Building			Current	NCC		317.84				
			Building	Washrooms			Current	NCC		75.82				
9-15 York Street Ottawa ON	Commercial	Head Lease	Building	General Commercial	Unit	Second Floor	Current	NCC		222.69		Municipal	Municipal	Electric
					Unit	Third Floor	Current			222.69				
					Unit	Fourth Floor	Current			222.69				
					Unit	Basement	Current			203.22				
					Unit	First Floor / Above Street Level	Current			232.19				
Clarendon Court Ottawa ON	Commercial	Head Lease	Land	Patio Behind 11 George St			Current			0.0073				
			Land	Patio Behind 15 George St - Clarendon Court			Current			0.0055				
Donald St S. Of North Rive Ottawa ON	Commercial	Head Lease	Land	Parking Area			Current			0.0428				
			Land	Tennis Courts			Current			0.3383				
Jacques Cartier Park Hull QC	Commercial	Head Lease	Building	Temporary Pavilion / South Of Jacques Cartier Parc			Current	NCC		144.67			Municipal	Electric
			Building	Snack bar			Current	NCC		9				
Lac des Fûes Hull QC	Commercial	Head Lease	Building	Amphitheatre and Electrical Room Lac Des Fees			Current	NCC		148.96				
Masham Rang 2 Masham QC	Commercial	Head Lease	Land	Land			Current			5.2847				
Meech Lake N. Side Chelsea QC	Commercial	Head Lease	Building	Chapel & Cottage In One Building			Current	NCC		165.61			Lake	Wood

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			Building	Small 1 Room Sleeping Cabin			Current	NCC		7.43		Septic System	Lake	Propane
			Building	Small 1 Room Sleeping Cabin			Current	NCC		8.92			Lake	Propane
			Building	New shed at Capucin Chapel			Current	NCC		1		Septic System		
Meech Lake S. Side Chelsea QC	Commercial	Head Lease	Land	Water Access Lot / (Ref. Prop. 7496)			Current		0.03					
Meech Road Chelsea QC	Commercial	Head Lease	Building	Wilson House			Current	NCC		1030.62	C			
			Building	Coachhouse/Staff Quarters / Wilson House			Current	NCC		368.3	C			
			Building	Chapel / Wilson House			Current	NCC		252.68	C			
			Building	Stable / Wilson House			Current	NCC		533.36	C			
			Building	Woodshed / Wilson House			Current	NCC		96.33	C			
Prince Of Wales Dr @ Prest Ottawa ON	Commercial	Head Lease	Building	Parking Lot Ticket Booth			Current	NCC		5.3				Electric
			Land	Pslm Maintained Land At Dows Lake Parking Lot			Current		1.056					
Rockcliffe Pkwy S. Of Tenn Ottawa ON	Commercial	Head Lease	Building	Tennis Pavilion			Current	Tenant		95.03				
Rockcliffe Pkwy W. Of Hill Ottawa ON	Commercial	Head Lease	Building	Ot New Edinburgh Clubhouse / On Water Lot			Current	NCC		1505	R	Septic System	Municipal	
			Land	Water Lot-Ottawa River-Used By Onec			Current		3.22					
St. Joseph Blvd N of Youv ON	Commercial	Head Lease	Land	Additional land for Orleans Golf Course			Current		3.1823					
			Land	land for golf course			Current		6.9565					
419-431 Sussex Drive Ottawa ON	Commercial	Mixed-Use Com	Building	General Commercial	Unit	Retail Space / Ground Floor - 419 Sussex	Current	NCC		240.09			Municipal	Gas
					Unit	Basement storage space	Current			89.51				
					Unit	Restaurant Garbage Room / Basement	Current			29.89				

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					Unit	Restaurant Space / Basement	Current			192.91				
					Unit	Restaurant Space / Ground Floor - 431 Sussex	Current			185.35				
					Unit	Laundry Room / Basement	Common Area			13.05				
					Unit	Tenant Garbage Room / Basement	Common Area			21.92				
					Unit	Halls + Stairs + Lobby & Elevator / Throughout The Whole Building	Common Area			333.71				
					Unit	Parking Garage / Basement	Common Area			1				
					Unit	Maintenance Room	Common Area			6.25				
					Unit	Electrical Room	Common Area			9.31				
					Unit	Mechanical Room / Located In 431 Sussex Area	Common Area			14.75				
					Unit	Mechanical Room / In South West Corner Of Parking Garage	Common Area			18.57				
					Unit	Elevator Service Room / Back Of Elevator	Common Area			4.6				
					Unit	Ncc Storage Room / Next To 431 Sussex Garbage Room	Common Area			11.84				
					Unit	Retail Storage Space / Storage Space For 419 Sussex	Vacant			44.7				
					Unit	Mechanical Room / On Third Floor Next To Stairway	Common Area			1.88				
					Unit	Bathroom / Across From Laundry Room	Common Area			2.55				
					Unit	Residential Tenant Lockers / Basement	Common Area			35.52				
					Unit	Sprinkler System Room / Next To Storage For 419 Sussex	Common Area			22.3				
			Building	General Commercial	Unit	Commercial Space / Mezzanine	Current	NCC		108.2			Municipal	Gas
					Unit	Commercial Space / Ground Floor	Current			139.1				

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449-453 Sussex Drive Ottawa ON	Commercial	Mixed-Use Com	Building	General Commercial	Unit	Common Hallways And Stairways / Throughout Building	Common Area			68.96					
						Land	Terrace For Restaurant	Current		0.0149					
					Unit	Ground Floor Restaurant Space / Greenhouse Area	Current	NCC		20.55				Municipal	Gas
					Unit	Ground Floor Brewery Section In The Greenhouse Section	Current			10.94					
					Unit	Ground Floor Restaurant Space / With Bldg Walls And Handicap Washrooms	Current			128.9					
					Unit	Second Floor Office Space	Current			122.78					
					Unit	Stairs And Hallways / All Floors	Common Area			74.62					
					Unit	Storage For Commercial Space / South Side	Common Area			23.52					
					Unit	Mechanical Room	Common Area			25.67					
					Unit	Electrical Room / North Side	Common Area			32.5					
461-463-465 Sussex St & 3 5 7 Clarence Ottawa ON	Commercial	Mixed-Use Com	Building	General Commercial	Unit	Basement Storage for 2nd Floor Office	Common Area			23.23					
					Unit	Storage For 465 Sussex	Current	NCC		17.04	R		Municipal	Gas	
					Unit	Retail Space / Corner - 465 Sussex St.	Current			71.48					
					Unit	Storage For 463 Sussex Dr	Current			17.04					
					Unit	Retail Space / 2 Entrances - 463 Sussex St.	Current			54.54					
					Unit	Storage Room-By Vestibule	Common Area			2.75					
					Unit	Storage Space By Elevator	Common Area			1.68					
					Unit	Storage Space By Elevator	Common Area			2.46					
					Unit	U/A Washroom	Common Area			7.35					

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					Unit	Laundry Room	Common Area			8.98				
					Unit	Lockers For Residential Tenants	Common Area			22				
					Unit	Mech/Elec Room	Common Area			27.25				
					Unit	Garbage Room / Next To Elevator Room	Common Area			4.14				
					Unit	Elevator Room	Common Area			5.81				
					Unit	Mechanical Room / Accessible Through Ceiling On 3rd Flr	Common Area			11.83				
					Unit	Common Areas -- All Floors / Includes Vertical Shafts	Common Area			155.77				
			Building	General Commercial	Unit	Kitchen/Preparation / Entire 2nd Floor	Current	NCC		75.08	R		Municipal	Gas
					Unit	Storage / Basement	Current			31.41				
					Unit	Restaurant Space - 7 Clarence	Current			78.16				
					Unit	Stairs & Hallways / Fire Escape For 457-465 Sussex Dr As Well	Common Area			42.58				
					Unit	Boiler Room / Basement	Common Area			22.76				
					Unit	Electrical Room / Basement	Common Area			5.68				
					Unit	Common Area / In Basement	Common Area			19.63				
527-531 Sussex Drive Ottawa ON	Commercial	Mixed-Use Com	Building	General Commercial	Unit	Retail Space	Current	NCC		157.19			Municipal	Electric
					Unit	Retail Space / Mezzanine	Current			96.14				
					Unit	Retail Space / Basement	Current			67.68				
					Unit	Storage / Direct Access From 531 Sussex	Current			15.5				
					Unit	Storage Under Stairs / Direct Access From 531 Sussex	Current			5.92				

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					Unit	Retail Space	Current			42.26				
					Unit	Retail Space / Basement For Retail	Current			39.81				
					Unit	Retail Space / Mezzanine	Current			41.06				
					Unit	Retail Space	Current			111.51				
					Unit	Storage / Direct Access To 527 Sussex Dr	Current			14.63				
					Unit	Storage / Direct Access From 527 Sussex	Current			7.23				
					Unit	Laundry Room / Basement For Tenant Use	Common Area			12.19				
					Unit	Halls & Stairs / All Floors + Roof And Basement	Common Area			296.95				
					Unit	Locker Room / For Residential Tenants	Common Area			76.14				
					Unit	Garbage Room / Refrigerated	Common Area			11.4				
					Unit	Electrical Room / Includes Mechanical Shaft	Common Area			19.81				
					Unit	Elevator Room	Common Area			7.37				
					Unit	Janitor Room / Under Staircase	Common Area			4.84				
					Unit	Washroom-2 Piece	Common Area			2.71				
					Unit	Mechanical Room / Behind Electrical Room	Common Area			23.73				
					Unit	Roof Deck / Large Wood Deck On The Roof Stairwell / Sole Access From 535 Sussex To Storage	Common Area			82.18				
533-539 Sussex Drive Ottawa ON	Commercial	Mixed-Use Com	Building	General Commercial	Unit		Current	NCC		12.84			Municipal	Steam
					Unit	Retail Space / North End	Current			85.9				
					Unit	Storage / South Façade	Current			64.73				

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
					Unit	Washrooms	Current			23				
					Unit	Retail/Restaurant Space / Level Between Basement & Groundfloor	Current			29.08				
					Unit	Halls & Stairs / Exclusive Use By 537 Sussex	Current			42.63				
					Unit	Retail/Restaurant Space / South End	Current			246.91				
					Unit	Laundry Room	Common Area			12.13				
					Unit	Locker Room / 7 Lockers	Common Area			30.51				
					Unit	Halls And Stairs / Common Area-All Floors & Basement	Common Area			180.65				
					Unit	Mechanical/Electrical Room / Access Through Locker Room	Common Area			12.21				
					Unit	Garbage Room	Common Area			7.86				
					Unit	Storage room/north east corner	Common Area			24.08				
					Unit	Office / Ncc Use For Sussex Block	Common Area			26.69				
					Unit	Janitor Room	Common Area			5.4				
					Unit	Mechanical Room / Steam Pipes/Heat Exchanger	Common Area			54.3				
10 A-B York Street Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial	Unit	Office/Retail Space / Northern Portion	Current	NCC		11.94			Municipal	Electric
					Unit	Retail/Office Space / Southern Portion	Current			43.75				
					Unit	Office/Retail Space / North Section	Current			51.6				
					Unit	Office/Retail Space / South Section-2 Levels	Current			109.67				
					Unit	Electrical/Telephone Room	Common Area			2.99				
					Unit	Electrical/Telephone Room	Common Area			2.99				

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12-18 York Street Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial	Unit	Stairs & Hallways / Both Floors & Bathroom On 1	Common Area			16.47				
					Unit	Ground Floor Restaurant Space	Current	NCC	429.63			Municipal	Steam	
					Unit	Office Space 4th Floor	Current		340.21					
					Unit	Basement Storage	Current		62.71					
					Unit	Ground Floor Area	Current		116.61					
					Unit	2nd Floor Mezzanine Office Space	Current		63.02					
					Unit	Second Floor Office Space	Current		708.91					
					Unit	Storage next to Elevators	Current		11.88					
					Unit	Basement Common Areas including Washrooms	Current		126.64					
					Unit	Storage	Current		18.34					
					Unit	Basement Space	Current		665.554					
					Unit	Basement storage space	Current		28.63					
					Unit	3rd Floor Office Space West Side	Vacant		329.74					
					Unit	Ground Fl Vert Penetrations / Elevators / Stairwells	Common Area		104					
					Unit	Ground Floor Lobby	Common Area		92.2					
					Unit	Ground exterior area	Common Area		158.45					
					Unit	Second Fl Vert Penetrations / Elevators / Stairwells	Common Area		88.93					
Unit	Second Fl Common Area / Washrooms	Common Area		133.26										
Unit	Third Fl Mech Room next to Femal Washrooms	Common Area		21.17										

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					Unit	Third Fl Common Area / Lobby / Washrooms	Common Area			92.42				
					Unit	Third Fl Vert Penetrations / Exterior Stairwells	Common Area			91.33				
					Unit	3rd Fl Office Space East Side	Vacant			487.81				
					Unit	Third Fl Mezzanine / Office Space	Vacant			128.03				
					Unit	Fourth Floor Common Area/Washrooms	Common Area			104.59				
					Unit	Fourth Fl Vert Penetrations/Elevators	Common Area			45.42				
					Unit	Third Fl Mezzanine Mechanical Room	Vacant			17.27				
					Unit	Basement Common Area / Mech / Electrical / Water Entry	Common Area			136.85				
					Unit	Basement Vert Penetrations / Elevators / Stairwells	Common Area			87.7				
					Unit	Basement Garbage Enclosure	Common Area			15.6331				
					Unit	Fifth Fl Mechanical Room Penthouse	Common Area			241.86				
1740 Woodroffe Avenue Ottawa ON	Commercial	Multi-Tenant	Building	House for 2086 Woodroffe Ave.			Unleasable	NCC		324.8			Well	Oil
			Building	Building # 103-Farm Machinery			Current	NCC		1198.45				
			Building	Building #101 - Farm Equipment & Repair			Current	NCC		1608.06			Well	
			Building	Building # 201-Hay Barn			Vacant	NCC		906.36				
			Building	Building #203 - Hay Barn			Vacant	NCC		906.36				
			Building	Agricultural / Farm Outbldg.	Unit	Building # 1101 - Staff Office (Unit 1 of 7)	Current	NCC		232.99			Well	Natural Gas
					Unit	Building # 1101 - Main Mix Area (Unit 2 of 7)	Current			698.98				
					Unit	Building # 1101 - Freezer & Cooler Storage (Unit 3 of 7)	Current			349.49				

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					Unit	Building #1101	Current			720.16				
					Unit	Building # 1101 - Load Out Area (Unit 5 of 7)	Current			65.4				
					Unit	Building # 1101 - Main Receiving Area (Unit 6 of 7)	Current			47.38				
					Unit	Building # 1101 - Grinder & Forage Shredder (Unit 7 of 7)	Current			20.53				
			Building	Building #1226			Vacant	NCC		157.09			Well	Electric
			Building	Building # 444 - Experimental Poultry Building			Vacant	NCC		847			Well	
			Building	Building #1101 - 11 Grain Storage bins			Current	NCC		25.64				
			Building	Building # 1101-1 Grain Dryer			Current	NCC		143.07				Natural Gas
			Building	Building # 501 - Hay Storage			Current	NCC		1204.02		Manure Tank		
			Building	Building # 504 - Heifer Barn			Vacant	NCC		952.44			Well	Electric
			Building	Building # 505 - Nutrition Calf Barn			Vacant	NCC		618.92			Well	Electric
			Building	Building # 509 - Intensive Sheep Barn			Vacant	NCC		1488.68			Well	
			Building	Building # 442 - Genetics Boiler House			Vacant	NCC		1348.95			Well	
			Building	Building # 440 - Brooding & Rearing Pen House (Barn)			Vacant	NCC		1033.08			Well	Unknown
			Building	Building # 441 - Brooding & Realing Cage House			Vacant	NCC		940.46			Well	
			Building	Building #430 - Goose breeding House (Barn)			Vacant	NCC		1264.78			Well	
			Building	Building # 401 - Poultry Storage			Vacant	NCC		1426.25				
			Building	General Commercial	Unit	Building # 400 - Lease to Variation Biotechnologies	Current	NCC		278.6			Well	
					Unit	Building # 400 - Lease to V + I Composite Inc.	Current			278.6				

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					Unit	Poultry service building	Vacant			444.35				
					Unit	Building # 400 -	Vacant			92.9				
					Unit	Building # 400 - Lease to Stepstone	Vacant			46.45				
					Unit	head houses/greenhouses	Vacant			224.7				
			Building	Building # 416 - Adult Cage House (Barn)			Vacant	NCC		778.71			Well	
			Building	Building # 417 - Adult Cage House (Barn)			Vacant	NCC		778.71			Well	
			Building	Building # 414 - Adult Cage House (Barn)			Vacant	NCC		778.71			Well	Unknown
			Building	Building # 415 - Adult Cage House (Barn)			Vacant	NCC		778.71			Well	
			Building	Building # 421 - Nutrition Laying House (Barn)			Vacant	NCC		882.95			Well	
			Building	Building # 412 - Adult Cage House (Barn)			Vacant	NCC		778.71			Well	
			Building	Building # 413 - Adult Cage House (Barn)			Vacant	NCC		778.71			Well	Electric
			Building	Building # 420 - Experimental Poultry House (Barn)			Vacant	NCC		1172.44			Well	Unknown
			Building	Building # 410 - Poultry Adult Floor Pen House (Barn)			Vacant	NCC		817.55			Well	
			Building	Building # 411 - Poultry Adult Floor Pen House (Barn)			Vacant	NCC		817.55			Well	Unknown
			Building	Building # 106 - Pump House & Reservoir			Vacant	NCC		207.73			Well	
			Building	Building # 104 - Weigh Bridge			Vacant	NCC		9.1				
			Building	Building # 102 - Car/Truck & Tractor Storage			Vacant	NCC		1198.45				
			Building	Building # 204 -Bull Barn			Vacant	NCC		1536.24			Well	
			Building	Building # 209 - Heifer & Dry Cow Barn			Vacant	NCC		1596.26		Manure Tank	Well	

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			Building	Building # 211 - Calf & Maternity Barn			Vacant	NCC		1513.11			Well	
			Building	Building # 208 - Cattle Barn			Vacant	NCC		2452.64		Manure Tank	Well	
			Building	Building # 210 - Dairy Barn			Vacant	NCC		2214.9		Manure Tank	Well	Electric
			Building	Building # 902 - Sheep Barn			Vacant	NCC		1602.39			Well	Electric
			Building	Building # 901 - Sheep Barn			Vacant	NCC		1324.43		Manure Tank	Well	Electric
			Building	Building # 904 - Lamb Growing Barn			Vacant	NCC		1505.03		Manure Tank	Well	Electric
			Building	Building # 903 - Lamb Barn			Vacant	NCC		1091.05		Manure Tank	Well	Electric
			Building	Building #801 - Small Animals Building (Barn)			Vacant	NCC		938.13			Well	
			Building	Building #701 - Radioisotope Surgery & Incinerator			Vacant	NCC		1219.54			Well	
			Building	Building # 301 - Swine Building			Vacant	NCC		2654.05		Manure Tank	Well	
			Building	Building # 202 - Vertical (Tower) Silo Storage			Vacant	NCC		1107.4				
			Building	Building # 503 - Dairy Cow Barn			Vacant	NCC		804.35			Well	Electric
			Building	Building # 901 & 902 - Entrance Facility			Vacant	NCC		286.2			Well	Electric
			Building	Building # 107 - Electric Substation			Vacant	NCC		220.74				Unknown
			Building	Building # 502 - Crop Storage Silos			Vacant	NCC		106.28				
			Building	Building # 711 - for Generator			Vacant	NCC		733.91				
			Building	4 Silos Near Building 1101			Vacant	NCC		318.16				
			Building	Barn			Vacant	NCC		585.33				Unknown
			Building	Barn			Vacant	NCC		554.09				Unknown

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			Building	Silo			Vacant	NCC		15.94				Unknown
			Building	Shed located behind 1936 Woodroffe			Vacant	NCC		65.1				Unknown
			Building	Open shelter for NCC storage			Vacant	NCC		363.68				
			Building	Open shelter for NCC storage			Vacant	NCC		418.96				
			Building	Open shelter for NCC storage			Vacant	NCC		370.87				
			Building	Open shelter for NCC storage			Vacant	NCC		417.44				
			Building	Small storage shed			Vacant	NCC		33				
			Building	Shelter storage for Facilities Management			Common Area	NCC		506.13				
			Building	Shelter storage for Facilities Management			Common Area	NCC		532.12				
			Building	Shelter storage for Facilities Management			Common Area	NCC		482.37				
			Building	Shelter storage for Facilities Management			Common Area	NCC		488.98				
			Building	Building 601 guard house			Common Area	NCC		45.53		Municipal	Municipal	Electric
			Land	Land			Current			186.8333				
			Land	Land			Current			67.5907				
			Land	Land			Current			23.2202				
			Land	Land			Vacant			5.7139				
			Land	Land			Current			386.5207				
28 boul Alexandre-Tache Gatineau QC	Commercial	Multi-Tenant	Building	Residential Housing	Unit	Apartment #103	Current	NCC		81.33	C	Municipal	Municipal	Steam/Gas
					Unit	Apartment 202	Current			93.36				

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30 Metcalfe Street Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial	Unit	Apartment 102	Unleasable			312.73				
					Unit	Apartment 201	Unleasable			61.55				
					Unit	Apartment #203	Unleasable			61.99				
					Unit	Apartment #301	Unleasable			72.55				
					Unit	Unit added June 1 2007	Common Area			111.49				
						Building	Garage	Common Area	NCC		131.97	C		
						Building	Pool house	Common Area	NCC		31.86	C	Unknown	
					Unit	Office Space - Sixth Floor (Room 6001)	Current	NCC		297.29			Municipal	Gas
					Unit	Office Space - Fifth Floor (Room 5001)	Current			517.08				
					Unit	Storage Space - Basement HKBC (Room 1001)	Current			109.34				
					Unit	Office Space - Ground Floor (Room 1001)	Current			352.1				
					Unit	Office Space - Fourth Floor (Room 4001)	Current			517.08				
					Unit	Office Space - Second Floor (Room 2001)	NCC Occupied			517.08				
					Unit	Office Space - Third Floor (Room 3001)	NCC Occupied			210.51				
					Unit	Office Space - Third Floor (Room 3002)	Vacant			306.57				
					Unit	Office Space - Sixth Floor (Room 6002)	NCC Occupied			219.79				
					Unit	Office Space - Seventh Floor (Room 7001)	NCC Occupied			133.68				
Unit	Storage Space - Basement Room 5	Common Area			9.29									
Unit	Storage Space - Basement Room 3	Common Area			9.29									

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457-459 Sussex Drive Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial	Unit	Storage Area	Common Area			461.65				
					Unit	Storage Space - Basement for unit 1002 CIC	Common Area		99					
						Land	Land / Parking Lot agreements	Current						
					Unit	Mezzanine / Access Via Retail At 459	Current	NCC	45.51	R	Municipal	Oil		
					Unit	Basement / Access Via Retail At 459	Current		104.48					
					Unit	Retail Store Space - 1st floor	Current		114.29					
					Unit	Office Space / North End	Current		59.45					
					Unit	Office Space/North End 2nd Fl.	Current		59.46					
					Unit	2 Bedroom Apt / South Side - 3rd Fl.	Vacant		108.97					
					Unit	Retail Store Space / North End - Ground Floor	Current		66.49					
					Unit	Hallways & Stairs / All 3 Stories & Basement	Common Area		60.33					
					Unit	Office Space Front Room - 2nd Fl.	Vacant		34.8					
					Unit	Mechanical/Janitorial Room	Common Area		58.34					
					Unit	Boiler Room / East Wall	Common Area		23.86					
Unit	Office Space Front Room - 2nd Fl.	Current		16.26										
513-517 Sussex Dr. and 6 & 8 York St. Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial		Land	Patio for 459 Sussex -Tinhouse Court	Current		0.005				
					Unit	Office Space-3rd floor-South End	Current	NCC	193.15		Municipal	Steam/Gas		
					Unit	Office Space-2nd floor	Current		290.69					
					Unit	Basement Portion / South East Storage Area	Current		11.5					

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					Unit	Retail Space	Current			92.09				
					Unit	Basement Portion / South West Storage Area	Current			11.56				
					Unit	Retail Space	Current			88.25				
					Unit	Office Space-3rd floor-North End-Suite#301	Current			108.88				
					Unit	Basement Portion / North East Storage Room	Current			11.69				
					Unit	Retail Space	Current			81.14				
					Unit	Washroom / Used By 519 Sussex Dr	Current			17.45				
					Unit	Retail Space	Current			30.57				
					Unit	Common Area / Floors 1st 2nd & 3rd	Common Area			240.62				
					Unit	Common Area / In Basement Only	Common Area			45.05				
					Unit	Elevator Room	Common Area			5				
					Unit	Basement Room	Common Area			88.87				
					Unit	Mechanical Room / Heat Processing Plant/Steam Pipes	Common Area			163.61				
					Unit	Janitor Room / Off Common Area	Common Area			1.48				
					Unit	Electrical Room	Common Area			2.29				
					Unit	Electrical Room / Behind Woman'S Washroom	Common Area			3.35				
					Unit	Mechanical Room / Under 513 Sussex Drive	Common Area			11.26				
519 Sussex Drive Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial	Unit	Retail Space	Current	NCC		182.22			Municipal	Steam
					Unit	Storage/Office Space	Current			160.64				

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521 Sussex Drive Ottawa ON	Commercial	Multi-Tenant	Building	General Commercial	Unit	Stairs	Current			14.66				
					Unit	Retail Space-2nd floor Basement Storage / Exclusive Access From 521A Sussex	Current	NCC	178.39			Municipal	Steam	
					Unit	Retail Space - Ground floor	Current		61.02					
					Unit	Basement Storage	Current		94.15					
					Unit	Retail Space	Current		125.13					
					Unit	Common Area / Fire Route For 519 Sussex	Common Area		21.23					
					Unit	Electrical Room / Access From Common Space	Common Area		4.08					
York St Court Sussex at Y Ottawa ON	Commercial	Multi-Tenant	Land	New land for outdoor patio - Sidedoor Restaurant			Current		0.01					
1 Rideau Street Ottawa ON	Commercial	Single-Tenant	Building	Committee Rooms			Current	NCC		3680			Municipal	Steam
			Land	Cmcp Lot - Smallest Portion			Current		0.0098					
			Land	Street Portion			Current		0.0372					
100 Bayview Avenue Ottawa ON	Commercial	Single-Tenant	Building	Main Bldg			Current	NCC		1956		Municipal	Municipal	Oil
			Building	Storage Shed			Current	NCC		507.2				
101 Rue Montcalm Hull QC	Commercial	Single-Tenant	Building	Restaurant			Current	NCC		112.16				Unknown
1055 Aylmer Road Aylmer QC	Commercial	Single-Tenant	Building	Old Mcconnell Farm / Corner Of Allen & Aylmer Roads.			Vacant	NCC		340.24	R		Municipal	Gas
13-15 Clarence Street Ottawa ON	Commercial	Single-Tenant	Building	General Commercial	Unit	Basement / Most Of The Basement	Current	NCC		57.63	R		Municipal	Gas
					Unit	Mechanical/Boiler Room	Current		10.04					
					Unit	Electrical Room	Current		4.34					

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1367 St Joseph Boulevard Gloucester ON 1425 and 1431 St Joseph Boulevard Gloucester ON	Commercial	Single-Tenant	Building	Building	Unit	Multi-Level Apt - 3 Bedrooms / Above Commercial Space	Current			172.17						
					Unit	Underground Kitchen / Under Tinhouse Court	Current		81.9							
					Unit	New addition to the restaurant commercial space	Current		53.88							
					Unit	Restaurant/Commercial Space / Main Floor	Current		85.39							
					Land	Terrace for 15 Clarence - Tinhouse Court	Current		0.0057							
					Land	Balancy Encroachment	Current		0.001							
									Current	NCC		281		Septic System	Municipal	Oil
									Current	NCC		402.23			Municipal	Oil
									Current	NCC		223.05			Municipal	Oil
									Vacant	NCC		567.06	R		Municipal	Oil
150 Middle Street Ottawa ON	Commercial	Single-Tenant	Building	Main Bldg 2 Structures Combined / On Ot-9-1-6			Vacant	NCC		0.112	R					
					Land	Parking & Activities	Vacant		0.112	R						
					Land	Land At Rear Of Main Bldg	Vacant		0.047							
160 Middle Street Ottawa ON	Commercial	Single-Tenant	Land	Parking Area (Cpram)			Current		0.285							
161 Middle Street Ottawa ON	Commercial	Single-Tenant	Building	Ottawa Electric Bldg			Current	NCC		464.52	R		Municipal	OIL		
21 George Street Ottawa ON	Commercial	Single-Tenant	Building	General Commercial	Unit	Dining Room 4 / Only Dining Area On Floor 1	Current	NCC		22.92			Municipal	Gas		
					Unit	Kitchen	Current		41.04							
					Unit	Receiving Area / Links Both Bldgs On This Prop	Current		5.04							
					Unit	Kitchen Service Area / Includes Lobby Area	Current		68.95							
					Unit	Washrooms	Current		30.68							

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					Unit	Washrooms -- Staff Preparation & Wash-Up Area / Includes Storage Etc	Current			11.87				
					Unit	Stairs / Both Floors -- All Stairwells	Current			60.17				
					Unit	Restaurant Space / All Space On 2nd Floor	Current			46.6				
					Unit	Mechanical Room Refrigeration Unit And Storage / West Portion Of Bldg	Common Area			179.12				
			Building	Electrical generation facility	Unit	Electrical Vault / East Portion Of Bldg	Current	NCC		5.52			Municipal	
					Unit	Boiler Room / 2nd Level Access Via Ladder On The Outside	Common Area			33.15				
					Unit		Common Area			45.99				
225 Slack Road Nepean ON	Commercial	Single-Tenant	Building	Office			NCC Occupied	NCC		18.78				Oil
234 Atlantis Avenue Ottawa ON	Commercial	Single-Tenant	Building	General Commercial	Unit	Office/General Purpose Area	Unleasable	NCC		325.1				
					Unit	2 Garage Bays	Unleasable			205.87			Municipal	Natural Gas
			Building	Storage Shed			Unleasable	NCC		111.18				
25 George Street Ottawa ON	Commercial	Single-Tenant	Building	General Commercial	Unit	Kitchen / Southeast Corner	Current	NCC		108.5			Municipal	Steam
					Unit	Restaurant Space / 2nd Level	Current			25.73				
					Unit	Washroom Area / Southeast Corner	Current			66.1				
					Unit	Halls & Stairs / Entire Bldg	Current			24.97				
					Unit	Restaurant Space / Lower Level	Current			32.55				
			Land	land for patio			Current		0.004	75.54				
3229 Richmond Road Nepean ON	Commercial	Single-Tenant	Building	Bed and Breakfast			Vacant	NCC		223.79		Septic System	Well	Oil

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Building	Shed Attached At Back Of House			Common Area	NCC		32.52				
			Building	Ice House & Machine Shed / Behind House			Common Area	NCC		111.2				
3440 Richmond Road Nepean ON	Commercial	Single-Tenant	Building	Building			Current	NCC		1216.2		Septic System	Well	Oil
3448 Richmond Road Nepean ON	Commercial	Single-Tenant	Building	Building			Current	NCC		310.6		Septic System	Well	Oil
3543 Conroy Road Gloucester ON	Commercial	Single-Tenant	Building	Building			Current	NCC		363.01			Well	Oil
3798 Bank Street Gloucester ON	Commercial	Single-Tenant	Building	Pro Shop-Approx.20'X32' / Bldg. # 1			Current	NCC		60.87			Well	
			Building	Public Washrooms-Lockers Approx. 12-X24 / Bldg. # 2			Current	NCC		27.07			Well	
			Building	Bldg. # 4 Service Garage / Within Compound			Current	NCC		35.46				
			Building	Bldg. # 6 / Approx. 12X16			Current	NCC		31.85				
			Building	Bldg. # 7 Service Garage			Current	NCC		28.38				
50 Sussex Drive Ottawa ON	Commercial	Single-Tenant	Building	Visitor Center	Unit	basement	Current	NCC		1229				
					Unit	50 sussex main level	Vacant			465				
					Unit	50 Sussex second floor	Vacant			310				
5185 Dolman Ridge Road Gloucester ON	Commercial	Single-Tenant	Building	Main Bldg.			Current	NCC		200.67		Septic System	Well	Oil
			Building	Storage			Current	NCC		183.95		Septic System	Well	Oil
7 Lady Grey Drive Ottawa ON	Commercial	Single-Tenant	Land	Commercial Parking Lot			Common Area		0.485					
7 Lady Grey Drive Ottawa ON	Commercial	Single-Tenant	Land	Commercial Parking Lot			Common Area		0.156					
80-84 Bayview Road Ottawa ON	Commercial	Single-Tenant	Building	General Commercial	Unit	Office Space / Larger Portion	NCC Occupied	NCC		1264.21		Municipal	Municipal	Natural Gas
					Unit	Used By Nat. Prog. & Elm / Entire Basement	Common Area			1574.88				

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
					Unit	Garage Portion	Common Area			315.86				
					Unit	Cpram Office Space / North End Of Bldg	NCC Occupied			362.97				
					Unit	Cpram Shops	NCC Occupied			577.8				
					Unit	Basement Storage Space	NCC Occupied			44.22				
			Building	Salt Shed / Next To Utility Shed			Common Area	NCC		109.21				
			Building	Storage Shed / At Back Of Property			Common Area	NCC		135.64				
			Building	Utility Shed / Adjacent To Bldg At 90 Byaview			Common Area	NCC		112.96				Unknown
90 Bayview Avenue Ottawa ON	Commercial	Single-Tenant	Building	Building			Current	NCC		1840			Municipal	
Clarendon Court Ottawa ON	Commercial	Single-Tenant	Land	Patio/Front Of 21 George St - Clarendon Court			Current		0.0129					
			Land	Patio Behind 537-539 Sussex Dr.			Current		0.0149					
Lac Leblanc Pontiac QC	Commercial	Single-Tenant	Building	Headmasters Quarters / Camp Gatineau			Vacant	NCC		160		Septic System	Lake	Electric
			Building	Welcome Centre And Garage / Camp Gatineau			Vacant	NCC		178		Septic System	Lake	Electric
			Building	Kitchen And Cafeteria / Camp Gatineau			Vacant	NCC		463		Septic System	Lake	Oil
			Building	Laundry Room And Dormitory / Camp Gatineau			Vacant	NCC		268		Septic System	Lake	Oil
			Building	Main Dormitory / Camp Gatineau			Vacant	NCC		908		Septic System	Lake	Oil
			Building	Infirmary And Dormitory / Camp Gatineau			Vacant	NCC		196		Septic System	Lake	Oil
			Building	Concrete block shed			Common Area	NCC		1		Septic System	Lake	Oil
			Building	Accessory building			Common Area	NCC		17.37				Unknown
			Building	Small storage shed			Common Area	NCC		18.05				Unknown

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Building	Log cabin			Common Area	NCC		100.12				Unknown
			Building	Pump house			Vacant	NCC		1			Lake	Electric
			Land	Land			Vacant		5.29					
			Land	Leblanc Lake			Vacant		6.91					
Rue Laurier E. of Scott P Hull QC	Commercial	Single-tenant	Land	Land for Parking Lot			Current		0.8788					
10 Fifth Avenue Ottawa ON	Land		Land	Pkkg Lot Adjacent To Lansdowne Park			Current		0.1564					
10 Lady Grey Dr S. Of Bote Ottawa ON	Land		Land	Ottawa Rowing Club			Current		0.8795					
			Land	Access To Water Lots			Common Area		0.004					
1300 Woodroffe Avenue Nepean ON	Land		Building	Fire Station # 11			Current	Tenant		933.88				
1303 Fellows Road Ottawa ON	Land		Land	St.Raymond School Playground			Current		0.66					
131 Queen Street Ottawa ON	Land		Land	Canlands B Development Land			Current		0.4233					
1313 Field Street Ottawa ON	Land		Land	Playground			Current		0.4					
140 Rue Lois Hull QC	Land		Land	Undeveloped and Reserve Land			Current		0.1571					
1445 St Joseph Boulevard Ottawa ON	Land		Building	House Not NCC Owned			Current	Tenant		145.59			Municipal	Oil
			Building	Shed/storage owned by tenant			Current	Tenant		65		Municipal	Municipal	Propane
1645 Woodroffe Nepean ON	Land		Land	Soccer field for 1645 woodroffe			Vacant		1.2254					
1645 Woodroffe Avenue Nepean ON	Land		Building	Confederation High School			Current	Tenant		7396.75			Municipal	
1701 Woodroffe Avenue Nepean ON	Land		Building	Nepean Sportsplex			Current	Tenant		18097.39				
			Land	All Weather Sports Field			Current		5.2647					

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1787 Hart Road Ottawa ON	Land		Building	House Not NCC Owned			Current	Tenant	173.92				Municipal	Oil		
			Building	Cabin / Rear Or Property			Current	Tenant	43.96						Unknown	
185 Corkstown Road Nepean ON	Land		Building	Research & Development Complex			Current	Tenant	48309.58			Municipal	Municipal	Unknown		
			Building	Nitrogen Generating Plant / North Of Complex			Current	Tenant	51.31							
			Building	Unknown Use / Near Moodie Dr Entrance			Current	Tenant	78.54							
			Building	Water Tower / Northeast Part Of Property			Current	Tenant	19.29							
2 Rangeview Road Nepean ON	Land		Building	Storage Shed			Current	Tenant	3.01							
			Building	Club House			Current	Tenant	133.52							
			Building	Washrooms			Current	Tenant	44.66							
20 Rue Laurier Gatineau QC	Land		Building	warehouse			Current	Tenant	16721.47					Unknown		
			Building	electrical room/vault			Current	Tenant	95.72						Unknown	
			Building	mixed use			Current	Tenant	737.1						Unknown	
			Building	office			Current	Tenant	487.15						Unknown	
			Building	pump house/room			Current	Tenant	92						Unknown	
			Building	hydro substation			Current	Tenant	77.83						Unknown	
			Building	water filtration plant			Current	Tenant	1628.89							Unknown
			Building	water filtration plant			Current	Tenant	1484.33							Unknown
			Building	water filtration plant			Current	Tenant	380.69							Unknown
			Building	pump house/room			Current	Tenant	84.9							Unknown

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2224 Innes Road Gloucester ON	Land		Building	Eglise De La Nouvelle Alliance			Current	Tenant		2844.37					
			Building	Multipurposes / North Of Church			Current	Tenant		1162.29					
2244 Innes Road Gloucester ON	Land		Building	Ottawa Carleton Detention Centre			Current	Tenant		5878.04					
			Building	Administration Area			Current			5759.8					
			Building	Brick Building			Current	Tenant		264.52					
			Building	Aluminum Siding Finish / Next To Jail			Current	Tenant		79.67					
2451 Riverside Drive Ottawa ON	Land		Land	Ball Field- R.A. Centre			Current		0.037						
			Land	Sportsfield-Ra Centre(Cpram)			Current		0.1						
			Land	Parking For R.A. Centre(Cpram)			Current		0.2709						
			Land	Used By Ra Centre(Parking)(Cpram)			Current		0.2411						
25 Rue Lambert Hull QC	Land		Building	Administration Building			Current	Tenant		193.31					
2501 Prince Of Wales Dr. Nepean ON	Land		Building	Barbara Marcotte # 1 (House) Victory Hill			Current	Tenant		99.75			Well		
			Building	Spies # 13 (House) Victory Hill			Current	Tenant		89.27				Well	
			Building	Earl Turner # 12 (Seasonal) Victory Hill			Current	Tenant		118.14				Well	
2777 Cassels Street Ottawa ON	Land		Land	Land			Current		2.566						
2952 Lester Road Gloucester ON	Land		Building	House Not NCC Owned			Current	Tenant		134.74			Well	Propane	
2987 Linton Rd Ottawa ON	Land		Land	Linton Ball Park			Current		1.5						
3045 Baseline Road Nepean ON	Land		Building	Hospital Complex			Current	Tenant		8837.1			Municipal		
			Building	Unknown Use / Behind Hospital			Current	Tenant		1224.74				Municipal	

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Building	Hydro Substation			Current	Tenant		95.66				
3128 Park Lane Street Gloucester ON	Land		Building	House owned by Client			Current	Tenant		72.92				
3254 Braddish Street Gloucester ON	Land		Building	House Not NCC Owned			Current	Tenant		75.14				
			Building	Double Car Garage - not NCC owned			Current	Tenant		66.11				Unknown
			Building	Garden Shed / Next To Garage - not NCC owned			Current	Tenant		5.62				Unknown
3781 Sixth Avenue Gloucester ON	Land		Building	St-Bernadette School			Current	Tenant		2207.15				
			Land	Playground In Back Of School			Current		0.403					
3797 Bank Street Ottawa ON	Land		Building	House Owned By Tenant			Current	Tenant		86.46			Municipal	Oil
403 Richmond Road Nepean ON	Land		Building	Tennis Clubhouse / North Of Tennis Courts			Current	Tenant		60				
			Land	Municipal Park Larger Portion			Current		5.03					
595 Moodie Drive Nepean ON	Land		Building	D Aubrey Moodie Intermediate School			Current	Tenant		4514			Municipal	
60 Mann Avenue-(L-1) Ottawa ON	Land		Building	Sandy Hill Arena			Current	Tenant		3127.65				
670 Boulevard Tache Hull QC	Land		Land	Land			Current		0.0355					
			Land	Land			Current		0.063					
Anderson Road @ Weir Road Gloucester ON	Land		Land	Parking For Garden Plots			Current		0.2667					
Bearbrook Rd @ St. Joseph Gloucester ON	Land		Land	Land			Current		0.2751					
Bearbrook Rd @ St. Joseph Gloucester ON	Land		Land	Land			Current		4.1249					
Bearbrook Rd W. of St. Jos Gloucester ON	Land		Land	Land			Current		0.0415					
Blackburn Hamlet By- Pass Gloucester ON	Land		Land	Land			Current		14.5755					

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			Land	Recreational Land			Current		10.2689					
			Land	Recreational Land			Current		2.8811					
			Land	Land			Current		7.0965					
			Land	Land			Vacant		3.7716					
Blackburn Hamlet By-Pass Gloucester ON	Land		Land	Land			Current		2.5746					
Bldv St-Joseph - St Jean B Hull QC	Land		Land	Parc Des Chars D'Assaut (Cpram Managed)			Current		0.8958					
Boul Fournier Hull QC	Land		Land	Autoroute 50 W Side Around Leamy Lake			Current		0.1829					
			Land	Land			Current		0.1078					
			Land	Land			Current		0.0161					
			Land	Land			Current		0.1091					
Boulevard de la Carriere Hull QC	Land		Land	Transportation and Communications Land for Quebec Road Agreement			Current		0.114					
Boulevard de la Carriere Hull QC	Land		Land	Transportation and Communications Land for Quebec Road Agreement			Current		0.031					
Carling Ave N. Of Grandvie Ottawa ON	Land		Land	Municipal Park West Portion / Close To Grandview Drive @ Jay Drive			Lease Pending		1.266					
Carling Ave N. Of Preston Ottawa ON	Land		Land	Land Strip East Of Cp Railway / West Of 845 Carling Avenue			Current		0.0394					
Cassels St N. Of Ott River Ottawa ON	Land		Land	Land			Current		2.91					
Cedarview Rd W. Of Foothil Nepean ON	Land		Land	Sportsfield Used By Bell H.S.			Current		3.562					
Eagleson Road E. Kanata ON	Land		Building	Kanata Hydro Bridlewood Substation			Current	Tenant		342.12				
Glen Park Drive Gloucester ON	Land		Land	Land			Current		0.0419					
Hall Road W. of N. of Hwy Gloucester ON	Land		Land	Land			Current		0.023					

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Highway 416 W. Of Stinson Nepean ON	Land		Land	Hydro Substation			Current		3.1821					
Highway 417 S. Of Haanel D Nepean ON	Land		Land	Regional Water Reservoir			Current		0.134					
Hillsdale N.Of Sandridge Village Of Rockcliff ON	Land		Land	Hemlock Pumping Station			Current		0.0222					
Hogs Back S. of Mooney s B Ottawa ON	Land		Land	Recreational Lands-Between Right of Way			Current		0.3158					
Innes Rd @ Tauvette St Gloucester ON	Land		Land	Tauvette Sportsfield			Current		4.6566					
Innes Road Gloucester ON	Land		Building	Communications Tower - owned by Tenant			Current	Tenant		363.26				Unknown
Jacques Cartier Park Hull QC	Land		Land	Dock # 2 - Capital Cruise Inc.			Current		0.005					
			Land	Boat Launch for Lady Dive Inc.			Current		0.0048					
			Land	Docking previliges for Paul's Boat Line			Current		0.005					
Masham Rang 1 QC	Land		Land	Well That Supplies Prop 6497 And 3 Private Props. / NCC Lands			Unleasable		0.0001					
Moodie Drive E. Of Arnold Nepean ON	Land		Land	Sports Field East Of B Aubrey School			Current		1.304					
Mooney S Bay S. Of Hogs Ba Ottawa ON	Land		Land	Recreational Lands			Current		23.445					
North River Rd W. @ Steven Ottawa ON	Land		Land	River Rd Park/Parc Riverain / In City Of Vanier			Pending Lease		1.168					
North River Road/Selkirk t ON	Land		Land	River Rd Park/Parc Riverain / In The City Of Ottawa			Pending Lease		4.239					
Ottawa River Pkwy N. Of Ba Ottawa ON	Land		Land	Land Used For Storage			Current		0.1482					
Ottawa River Pkwy- Kirchoff Ottawa ON	Land		Land	Westboro Beach			Current		0.4847					
Ottawa River Pkwy- Kirchoff Ottawa ON	Land		Land	Parking For Westboro Beach			Current		0.118					
Ottawa River Shore-Parkway Ottawa ON	Land		Land	Docking Area / End Of Access Road			Unleasable		0.01					
Ottawa Wharf Dock #1 Ottawa ON	Land		Land	Docking Privileges To Ottawa River Tour Boats.			Current		0.0028					

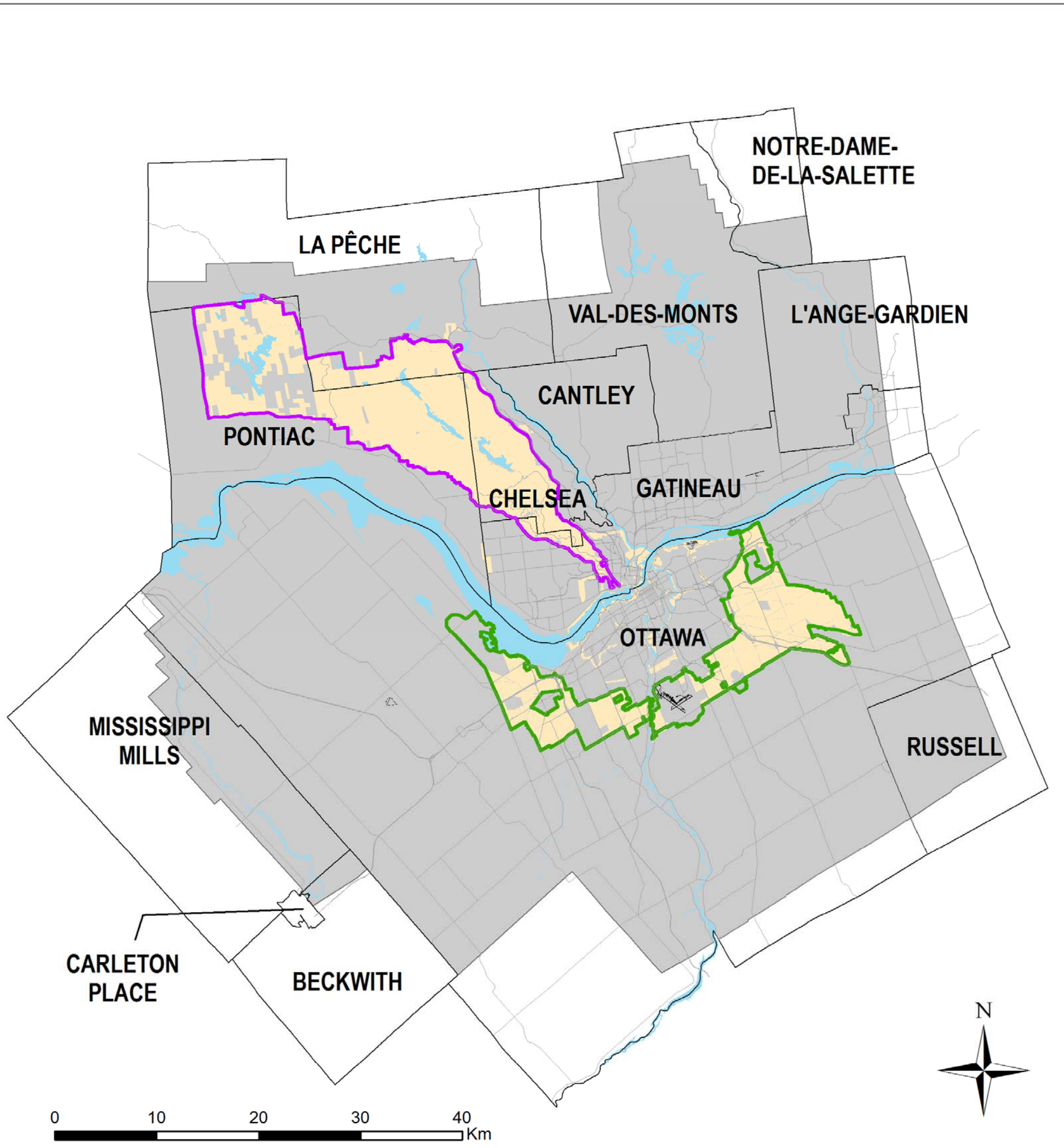
Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
			Land	Land			Current		0.0028					
Pilon Street Hull QC	Land		Land	Recreational Land			Current		0.0304					
Queen Elizabeth Drvwy & Co Ottawa ON	Land		Land	Playground-Lisgar Collegiate			Current		0.1296					
Rang 9 Canton de Hull Chelsea QC	Land		Land	Land adjacent to Ryan's Tower			Current		1.46345					
Rangeview Road Nepean ON	Land		Land	River Lot Across From 2 Rangeview Road / Ottawa River Shoreline			Current		0.2281					
Rideau Canal-Sappers Brdg Ottawa ON	Land		Land	Dock On Canal @ Wellington (Parks Canada Owned)			Current		0.0045					
Ridge Rd @ Ramsayville Rd Gloucester ON	Land		Building	Communications Tower			Current	Tenant		13.05				
			Building	Concrete Structure			Current	Tenant		17.19				
Rockcliffe Pkwy N. Of Ott. Ottawa ON	Land		Building	Small Shed Inside Fenced Compound			Current	Tenant		12.68				
Rockcliffe Pkwy S. Of Hill Ottawa ON	Land		Land	Soccer Field West Of Hillsdale / Rockcliffe Park Village			Current		0.552					
Rockcliffe Pkwy South of Ottawa Ottawa ON	Land		Building	Clubhouse Tenant Owned			Current	Tenant		15.7		Septic System	Municipal	Wood
			Building	Storage Area/Next ot Clubhouse			Current	Tenant		47.63				
			Building	Storage East of right of Way/Next to Office Bldg.			Current	Tenant		14.4				
			Building	Office Building			Current	Tenant		61.35		Septic System	Municipal	
			Land	Right Of Way-Launching Ramp-Ryclub & Museums			Common Area		0.08					
Rue Charlevoix S. Of Chate Hull QC	Land		Land	Parc Fontaine			Current		2.98					
Rue Goyette S. Of Fournier Hull QC	Land		Land	Sports Field			Current		1.05					
rue Montcalm Gatineau QC	Land		Land	Land			Current		0.0743					
			Land	Land			Current		0.2056					

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S. Of Jay St W. Of Grandville Ottawa ON	Land		Land	Municipal Park East Portion			Lease Pending		0.2877					
Tauvette St E. Of Glen Par Gloucester ON	Land		Land	Blackburn Distribution			Current		0.209					
Terry Fox Rd. N. Of Pink R Aylmer QC	Land		Land	Land for military training			Current		60.87					
			Land	Transport Tower / Qm-2-2			Current		1.49					
			Land	Hay Field / Qm-2-3			Vacant		27.3					
Weir Road @ Renaud Road Gloucester ON	Land		Land	Garden Plots			Current		2.5662					
419-431 Sussex Drive Ottawa ON	Residential	Mixed-Use Res	Building	General Commercial	Unit	2 Level Apt Plus Balcony - apt 204	Current	NCC		128.12			Municipal	Gas
					Unit	One Bedroom Apt Plus Balcony-Apt 201	Current			104.81				
					Unit	One Bedroom Apt Plus Balcony-apt 301	Current			104.81				
					Unit	2 Level Apt Plus Balcony - apt 205	Current			128.06				
					Unit	One Bedroom Apt-apt 202	Current			71.8				
					Unit	One Bedroom Apt-apt 303	Current			70.26				
					Unit	One Bedroom Apt-apt 203	Current			70.26				
					Unit	2 Level Apt Plus Balcony- apt 206	Current			123.77				
					Unit	One Bedroom Apt - apt 302	Current			71.8				
449-453 Sussex Drive Ottawa ON	Residential	Mixed-Use Res	Building	General Commercial	Unit	Storage For Apt 1	Current	NCC		4.37			Municipal	Gas
					Unit	1 Bedroom Apt / North End - Apt #1	Current			58.3				
					Unit	1 Bedroom Apt / Entire Floor - Under Eaves - Apt #3	Current			68.03				
					Unit	Storage For Apt 2	Current			1.85				

Address	Lease Type	Portfolio Description	Leaseable Asset Type	Asset Description	Unit (If Applicable)	Unit Description	Lease Status	Owner (NCC or Tenant)	Land Area (Ha)	Building / Unit Area (m2)	Heritage	Sanitary	Water Source	Fuel Heat Source
461-463-465 Sussex St & 3 5 7 Clarence Ottawa ON	Residential	Mixed-Use Res	Building	General Commercial	Unit	1 Bedroom Apt / South End - Apt #2	Current			55.56				
					Unit	1+ Bedroom Apt/Corner-3 Clarence #203	Current	NCC	68.8	R	Municipal	Gas		
					Unit	2 Level 1+ Bedroom Apt/Centre - 3 Clarence #302	Current		71					
					Unit	2 Level 1+ Bedroom Apt/North End-3 Clarence #301	Current		71.23					
					Unit	2 Level 1+ Bedroom/Corner-3 Clarence #303	Current		77.2					
					Unit	Bachelor Apt/Centre- 3 Clarence #202	Current		32.34					
					Unit	2 Level 1+Bedroom Apt/East End-3 Clarence #304	Current		65.6					
					Unit	Bachelor Apt/North End-3 Clarence #201	Current		32.2					
527-531 Sussex Drive Ottawa ON	Residential	Mixed-Use Res	Building	General Commercial	Unit	Bachelor Apt / South West Corner	Current	NCC	58.31				Municipal	Electric
					Unit	Storage Space / Mezanine	Current		12.91					
					Unit	Bachelor Apt / Centre East	Current		52.81					
					Unit	Storage Space / Mezanine	Current		11.38					
					Unit	Bachelor Apt / South East Corner	Current		58.73					
					Unit	Bachelor Apt / North East Corner - Apt 201	Current		53.65					
					Unit	Storage Space / Mezanine	Current		12.83					
					Unit	Bachelor Apt / South West Corner - Apt 304	Current		58.31					
					Unit	Storage Space / Mezanine	Current		12.91					
					Unit	Bachelor Apt / North East Corner - Apt 301	Current		53.65					
Unit	Storage Space / Mezanine	Current		12.83										

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					Unit	Bachelor Apt / North East Corner	Current			53.65				
					Unit	Bachelor Apt / North West Corner	Current			54.91				
					Unit	Storage Space / Mezanine	Current			13.28				
					Unit	Bachelor Apt / North West Corner	Current			54.91				
					Unit	Bachelor Apt / Centre East	Current			52.81				
					Unit	Storage Space / Mezanine	Current			11.38				
					Unit	Bachelor Apt / South East Corner	Current			58.73				
					Unit	Storage Space / Mezanine	Current			13.69				
					Unit	Bachelor Apt / South East Corner - Apt 203	Current			58.73				
					Unit	Storage Space / Mezanine	Current			13.69				
					Unit	Bachelor Apt / South West Corner	Current			58.31				
					Unit	Bachelor Apt / North West Corner	Current			54.91				
					Unit	Storage Space / Mezanine	Current			13.28				
					Unit	Bachelor Apt / Centre West	Current			45.25				
					Unit	Bachelor Apt / Centre West	Current			45.25				
					Unit	Storage Space / Mezanine	Current			12.83				
					Unit	Bachelor Apt / Centre West - Apt 305	Vacant			45.25				
					Unit	Bachelor Apt / Centre East	Vacant			52.81				
					Unit	Storage Space / Mezanine	Common Area			12.83				

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533-539 Sussex Drive Ottawa ON	Residential	Mixed-Use Res	Building	General Commercial	Unit	Multi Level Apt / 1 Bedroom - Apt #2	Current	NCC	91.35				Municipal	Steam	
					Unit	Multi Level Apt With Balcony / 1 Bedroom - Apt #7	Current								79.62
					Unit	Multi Level Apt With Balcony / 1 Bedroom - Apt #1	Current								78.75
					Unit	Multi Level Apt With Balcony / 1 Bedroom	Current								80.26
					Unit	Multi Level Apt / 1 Bedroom - Apt #4	Current								78.37
					Unit	Multi Level Apt / 1 Bedroom	Current								92.45
					Unit	Multi Level Apt With Balcony / 1 Bedroom - Apt #5	Current								78.81



NCC-Owned Lands / Propriétés de la CCN

Effective January 30, 2013/ En vigueur le 30 Janvier 2013

- National Capital Region / Région de la capitale nationale
- Greenbelt Planning Area / Aire de planification de la Ceinture de verdure
- Gatineau Park Boundary / Limite du parc de la Gatineau
- NCC / CCN
- Cities and Municipalities / Villes et municipalités

**Request for Proposal /
Demande de proposition**

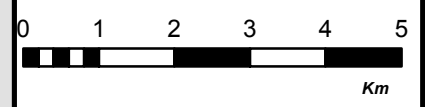
AL1428



**NCC Rental Portfolio /
Portfeuille de location de la CCN**

- Commercial
- Land / Foncier
- Greenbelt planning zone /
Centre d'aménagement de la
Ceinture de verdure
- Gatineau Park Limits /
Limites du parc de la Gatineau
- Other Lands owned or managed
by the NCC / Autres terrains sous
la gestion ou propriété de la CCN

Scale / Échelle :



Date:
2013-03-31

Reference File :
Dossier de référence :
AL1428

