



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Nova Scotia
Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet MRS/MAR Atlantic Region	
Solicitation No. - N° de l'invitation E0225-171313/A	Date 2016-09-13
Client Reference No. - N° de référence du client E0225-17-1313	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-220-9926	
File No. - N° de dossier HAL-6-77100 (220)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-29	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dunphy, Nancy	Buyer Id - Id de l'acheteur hal220
Telephone No. - N° de téléphone (902) 496-5481 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN HALIFAX NOVA SCOTIA B3J3C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	MRS/MAR Atlantic Region	E0225	E0225	1	SUM	\$	XXXXXXXXXXXX	See Herein	

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TITLE: Market Rental Surveys / Market Analysis Reports - Atlantic Region

PART 1 - GENERAL INFORMATION

1.1. Statement of Work

Public Services and Procurement Canada require information on the market rents and expenses being paid by the private sector for properties located in the four provinces of Atlantic Canada. This information is required in support of rental rates assigned to properties leased or owned by the Government of Canada. Market Rental Surveys have proven themselves to be an excellent means of gathering this information. In addition, PSPC requests proposals for two types of Market Analysis Reports which are scheduled to be completed during the 2 year term of this contract, with the potential for additional Market Analysis Reports of similar scope to be completed during two one-year extension options, if the options are exercised by PSPC. See Annex A herein.

1.2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3. Trade Agreements

The requirement is subject to the provisions of the following trade agreements; Agreement on Internal Trade (AIT).

1.4 Canadian Content

The requirement is limited to Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003 \(2016-04-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2.2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by electronic mail to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Nova Scotia](#).

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy](#)

on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria is included in Annex "C"

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2. Basis of Selection

Basis of Selection criteria is included in Annex "C"

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.1.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that: (to be completed by Supplier)

(Yes ☐) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Signature

Date

5.1.3.1 Canadian Content Definition.

SACC Manual clause **A3050T (2014-11-27)** Canadian Content Definition.

5.1.4. Status and Availability of Resources

SACC Manual clause **A3005T (2010-08-16)** Status and Availability of Resources

5.1.5. Education and Experience

SACC Manual Clause **A3010T (2010-08-16)** Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1. Security Requirement

There is no security requirement applicable to this Contract.

6.2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated _____.

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period from contract award up to and including **June 30, 2018.**

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up **to two (2) additional one (1) year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Dunphy
Title: Contract Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J 3M9
Telephone: (902) 496-5481
Facsimile: (902) 496-5016
E-mail address: nancy.dunphy@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: **(To be named upon award of contract)**

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project

Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (Bidder to fill in)

Name: _____
Title: _____
Organization: _____
Procurement Business Number: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7. Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Annex B for a cost of \$ TBD (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Method of Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9. Certifications

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

6.11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) **2010C (2016-04-04)**, General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*) .

6.12. SACC Manual Clauses

A3060C	Canadian Content Certification	2008-05-12
G1005C	Insurance	2016-01-28

ANNEX "A"

STATEMENT OF WORK

TITLE: Market Rental Surveys & Market Analysis Reports - Atlantic Region

SUMMARY:

Public Services and Procurement Canada require information on the market rents and expenses being paid by the private sector for properties located in the four provinces of Atlantic Canada. This information is required in support of rental rates assigned to properties leased or owned by the Government of Canada. Market Rental Surveys have proven themselves to be an excellent means of gathering this information. In addition, PSPC requests proposals for two types of Market Analysis Reports which are scheduled to be completed during the 2 year term of this contract, with the potential for additional Market Analysis Reports of similar scope to be completed during two one-year extension options, if the options are exercised by PSPC.

This project is to provide 36 Market Rental Surveys, plus One Level 1 Market Analysis Report and One Level 2 Market Analysis Report.

PART ONE – MARKET RENTAL SURVEYS

To fulfill this requirement, thirty-six (36) Market Rental Surveys are now required for Atlantic Canada in accordance with the specific instructions outlined below. Each of the surveys will require an Executive Summary, the contents of which will be described later in this Terms of Reference.

1. Locations - Six (6)

- i. Greater Saint John Area, New Brunswick
- ii. Greater Moncton - Dieppe Area, New Brunswick
- iii. Greater Fredericton, New Brunswick
- iv. Greater Charlottetown Area, Prince Edward Island
- v. Greater St. John's - Mount Pearl Area, Newfoundland
- vi. Halifax Regional Municipality, Nova Scotia

2. Type of Space & Number of Required Surveys

Type of Space

Total # of Surveys Required over 2 year Contract Term

A. OFFICE

- | | |
|---|----|
| i. Annually - Charlottetown, PEI | 2 |
| ii. Semi-annually - All other locations | 20 |

B. WAREHOUSE

- | | |
|---|-----------|
| i. Annually - All other locations | 10 |
| ii. Semi-annually - Halifax Regional Municipality (HRM) | 4 |
| | 36 |

3. Duration of Contract

Two (2) years, commencing at contract award to June 30, 2018, with options for two (2) one-year extensions.

4. Delivery Dates

Note that Q3 2016 means during the time period of July 1 to September 30, 2016; Q4 2016 means during the time period of October 1 to December 31, 2016.

Market Rental Survey – OFFICE

Location	Delivery			
Halifax Regional Municipality, NS	Dec. 31 2016	June 30, 2017	Dec. 31, 2017	June 30, 2018
Greater Saint John Area, NB	Dec. 31 2016	June 30, 2017	Dec. 31, 2017	June 30, 2018
Greater Moncton - Dieppe Area, NB	Dec. 31 2016	June 30, 2017	Dec. 31, 2017	June 30, 2018
Greater Fredericton, NB	Dec. 31 2016	June 30, 2017	Dec. 31, 2017	June 30, 2018
Greater Charlottetown Area, PEI	Dec. 31 2016		Dec. 31, 2017	
Greater St. John's Mount Pearl Area, NL	Dec. 31 2016	June 30, 2017	Dec. 31, 2017	June 30, 2018

Market Rental Survey – Warehouse

Location	Delivery			
Halifax Regional Municipality, NS	Dec. 31 2016	June 30, 2017	Dec. 31, 2017	June 30, 2018
Greater Saint John Area, NB	Dec. 31 2016		Dec. 31, 2017	
Greater Moncton - Dieppe Area, NB	Dec. 31 2016		Dec. 31, 2017	
Greater Fredericton, NB	Dec. 31 2016		Dec. 31, 2017	
Greater Charlottetown Area, PEI	Dec. 31 2016		Dec. 31, 2017	
Greater St. John's Mount Pearl Area, NL	Dec. 31 2016		Dec. 31, 2017	

5A. Minimum Contents of Market Rental Surveys

The comparable properties in the survey are to be divided into geographic sub-markets within each of the six Locations. For example, in HRM:

Office Space

1. Bedford
2. Burnside
3. Central Dartmouth
4. Central Halifax
5. Downtown Peripheral Halifax
6. Sackville
7. Suburban Halifax

5A. Minimum Contents of Market Rental Surveys (cont.)

Warehouse Space

1. Atlantic Acres/Bedford
2. Bayer's Lake
3. Burnside/City of Lakes
4. Central Halifax
5. Ragged Lake Industrial Park
6. Sackville
7. Woodside Marine Industrial Park

The Market Rental Surveys should include the following information for the Comparable Properties:

- i. Name of building (if available)
- ii. Civic address of building
- iii. Total building area
- iv. Number of floors (Office only)
- v. Building Classification, i.e. Class A, B, C, etc., (Office only)
- vi. Year of construction and/or last Year of Major Renovation
- vii. Assessed value for taxation purposes
- viii. Total amount of vacant area
- ix. Total amount of area available for sublease
- x. Size of largest contiguous vacant area
- xi. Historic building vacancy data
- xii. Net rental rate
- xiii. Real Property Tax rate (applicable to property)
- xiv. Operating & Maintenance rate
- xv. Gross rental rate
- xvi. Additional service cost if any normally paid by the Tenant, including applicable rate per service (e. g. HVAC, cleaning, electricity, repairs & maintenance)
- xvii. Availability of parking & type
- xviii. Parking Rate(s)
- xix. Incentives offered and restrictions (i.e. term of lease)
- xx. Comments, if any

5B. Market Information for the Market Rental Surveys

- i. General overview of the community.
- ii. General description of the overall market and each major sub-market.
- iii. Market conditions and factors that are, or may in the future, influence demand or rental rates within the overall market and each major sub-market. This data must be up to date for each delivery period, inclusive of pipeline projects and anticipated changes in market supply.
- iv. Vacancy rates and expected short and long term trends and projections within the overall market and within each major sub-market by building classification.
- v. Rate analysis by building classification broken down by net rent, taxes and operating costs and expected short and long term trends and projections within the overall market and within each major sub-market by building classification.
- vi. Absorption rates and trends including planned or expected deletions from and additions to the inventory within the overall market, by each major sub-market.

5C. Executive Summary for each Market Rental Survey

An Executive Summary, located at the beginning of each report section, summarizing the foregoing market data. The intent of this is to provide the reader with a quick reference guide to rental and expense rate ranges for associated leased units, broken into size categories and geographic sub-markets.

PART TWO: MARKET ANALYSIS REPORTS

In addition to the Market Rental Surveys, PSPC will require Market Analysis Reports during the term of the contract. For the basis of estimating costs, two types of MAR's will be required:

Level 1 MAR: Leased space within the HRM Market Survey area, with short term Lease Tender scenarios, i.e. 5 year term and 10 year term.

Level 2 MAR: Leased space within the HRM Market Survey area, with Lease Tender (short term lease, i.e. 5 year lease term with 5-year renewal options), Build-to-Lease (long term lease, i.e. 25-year lease term) and Lease-Purchase (with the property transferring to the Crown for \$1 at the end of the long-term lease, i.e. 25-year lease term) scenarios.

PSPC expects quotes for these reports to be on a flat fee basis, meaning a fixed price for each Level 1 MAR and a fixed price for each Level 2 MAR. These fixed prices will be applied to each Level 1 or Level 2 MAR that is requested during the term of the contract.

Particulars of each type of project are as follows:

Level 1 MAR: Leased Space within the HRM Market Survey area, Short Term Lease Tender Scenarios

Scope of the Analysis:

Provide a rental rate range for short term lease tender scenarios, i.e. 5 year term and 10 year term. The rental rates stated as of the effective date of the MAR are to be broken down as follows and for each of the various scenarios:

Office Space Rental Rate Breakdown:

- a. Net rent;
- b. Operating Costs;
- c. Realty Taxes; and
- d. Parking fees, if applicable, for daily parking (0600 to 1830 hours Monday to Friday).

The lease documentation for these accommodations has not been developed. Accompanying are the generic Standards for Leased Accommodation for Office Space. The office rental rate is to include the provision of the work required under the generic Standards for Leased Accommodation but otherwise is to be net of inducements. The rental rate for the office space is to be based on open un-demised space with the leasehold improvements being paid under a separate contract.

The following definition may better explain the work that is to be included in the net rental rate:

"Basic Office Space means office space within a completed shell, with finished floor and ceilings, windows, finished columns, finished perimeter walls and finished walls separating it from other space, window and floor coverings, and entry and exit doors, all as more particularly described in the Standards for Leased Accommodation, along with the requisite building operating systems and equipment to provide the services and maintain the conditions, all of which is set forth in this Lease Documentation Package. Except for the required finishes, coverings, systems and equipment, Basic Office Space shall be offered as though bare, without regard to the particular fit-up requirements of the Lessee, and the Offeror shall remove, at its sole expense, all existing improvements or fit ups therein."

For the purposes of the Market Analysis Report, a totally net lease arrangement is to be assumed with the only exception being that the Lessor will retain the responsibility for structural repairs and replacements.

Leased Space Size Requirements:

- Will vary
- On-site parking to meet Municipal by-law requirements

Geographic Boundaries:

Within the HRM Market Survey area.

Level 2 MAR: Leased Space within the HRM Market Survey area, with Three Types of Acquisition Options

Scope of the Analysis:

Provide a rental rate range for three scenarios: Lease Tender (short term with renewal options i.e. 5 year term with renewal options), as well as Build to Lease and Lease Purchase options based on long-term (i.e. 25 year term) for the various scenarios described under "Acquisition Options" as well as anticipated construction period. The rental rates stated as of the effective date of the appraisal are to be broken down as follows and for each of the various scenarios:

Warehouse Space: Rental Rate Breakdown a. Net rent;
b. Operating Costs;
c. Realty Taxes; and
d. Parking fees, if applicable, for daily Parking (0600 to 1830 hours Monday to Friday).

For all the various scenarios (options) estimated time frames for construction from the date of lease contract award are required.

The lease documentation for these accommodations has not been developed. Accompanying are the generic Standards for Leased Accommodation for Office Space. The office rental rate is to include the provision of the work required under the generic Standards for Leased Accommodation but otherwise is to be net of inducements. The rental rate for the office space is to be based on open un-demised space with the leasehold improvements being paid under a separate contract.

A Schedule "C" will be provided to the appraiser at the time of ordering the Level 2 MAR, providing the appraiser with specific requirements for the leased space that will be analyzed.

For the purposes of the Market Analysis Report, a totally net lease arrangement is to be assumed with the only exception being that the Lessor will retain the responsibility for structural repairs and replacements.

Leased Space Size Requirements:

- Will vary
- On-site parking to meet Municipal by-law requirements

Geographic Boundaries:

Within the HRM Market Survey area.

Acquisition Options:

- a) Lease Tender
- b) Build to Lease
- c) Lease Purchase

Construction Standards and LEED Adjustments:

- a) The generic standards for Leased Accommodation for the Office Space Only. The building is to be of a non combustible building type with a full sprinkler system;
- b) Recommended rental rate adjustments by cost element to enhance the building standards to meet a basic LEED Certified equivalent standard;
- c) Recommended rental rate adjustments by cost element to enhance the building standards to meet a LEED Silver equivalent standard;
- d) Recommended rental rate adjustments by cost element to enhance the building standards to meet a LEED Gold equivalent standard.

Please note that a detailed building cost estimate is not required, only a reasonable indication of the rental rate impact should the building construction be enhanced over those contained within the attached lease to reasonably meet the cited LEED ratings. Should LEED equivalent construct impact on the timelines, please indicate the estimated impact.

ADDITIONAL INSTRUCTIONS:

- i. One (1) PDF copy of each Market Survey is required.
- ii. One (1) PDF copy of each Market Analysis Report is required.
- iii. To the extent possible, it is intended to use the individual company's standard report format. To accommodate this, the use of supplements to the individual company's standard report format incorporating the non-standard terms of reference contained herein are permitted.
- iv. Locations that are under 500 rentable square metres, and those offering space that cannot reasonably meet federal occupancy standards, can be excluded from the inventory surveyed. In this regard, office space must be of good overall quality, air conditioned and, if located on other than the ground floor, have elevator services.
- v. The department does not require copyright provisions for the Market Rental Surveys, but copyright will be retained by the Crown for the Market Analysis Reports.
- vi. The Market Analysis Reports must be completed and solely signed by an AACI, P.App. designated appraiser.
- vii. All measurements are to be stated in Metric.

SUBMISSION REQUIREMENTS:

- i. Quotation of cost, exclusive of HST, broken down by individual market survey and per type of Market Analysis Report.
- ii. Definitions used for building classification.
- iii. Description of inventory base included in each market survey. Any limitations with respect to the surveyed buildings are to be clearly identified.
- iv. A representative sample of the individual company's standard report format and clear description of how the supplemental information not provided for in the standard report format will be provided.
- v. Time schedule for the provision of each of the requested Market Rental Surveys.
- vi. Market updates or additional reports that may be included in the submitted rates.
- vii. Explanation of how the company is set up and staffed to be able to satisfy the provisions of this contract.
- viii. Any further information or explanation that may be appropriate.

Schedule "A"

STANDARDS FOR LEASED ACCOMMODATION

PART 1: GENERAL STANDARDS

1. CODES

(1) The Building and its systems must comply with all applicable laws, acts, regulations, and codes whether federal, provincial, territorial, municipal or regional, including, but not limited to, the National Building Code of Canada, the Canada Labour Code, the National Fire Code of Canada (1995), the Canadian Electrical Code and the Canadian Environmental Protection Act.

(2) Potable water shall be provided on each and every floor of the Leased Premises for drinking and food preparation, the provision of which shall meet the standards set-out in the Guidelines for Canadian Drinking Water Quality (1996), published under the authority of the Minister of Health Canada, and as referenced in the Canada Labour Code. The Lessee shall have the right to perform testing at times and in a manner as determined by the Lessee, acting reasonably, without restricting in any way the rights of the Lessee in contract or law. Should it be determined that such standards are not being met, the Lessor, at its sole expense, shall take all steps necessary to ensure such standards are met immediately and on an ongoing basis.

(3) In the event of inconsistency between any requirement or standard set forth in Schedule "C" hereof, and a requirement or standard set forth in the laws, acts, regulations, and codes referred to in sub-clause (1) above, the more stringent requirement or standard shall apply.

2. DESIGN

(1) The design of the Building shall facilitate easy circulation within the common areas, without crowding, and easy emergency evacuation of the occupants.

(2) Where demolition or construction work occurs adjacent to occupied space, the Lessor shall minimize disruption and interference with the occupants including the prevention of transmission of noise, dust, and other contaminants, etc. to ensure the provision of a safe and healthy working environment.

(3) The Lessor shall provide the Lessee upon request with an MSDS sheet for the following products; all other relevant materials that could have an impact on the indoor air quality; and components used in the Leased Premises and common areas leading to the Leased Premises prior to their use. The above mentioned products include: caulking, sealant, fireproofing or fire-stopping materials, paints, insulating materials, carpets, floor and wall patching or leveling materials, lubricants, and clear finishes for wood surfaces. All MSDS sheets shall comply with the requirements of the WHMIS program. The Lessor and its agents shall comply with any recommended measures in the MSDS sheet to protect the health and safety of the Lessee's personnel.

3. COMPATIBILITY

The physical characteristics of the Lands and the Building and the area and environment surrounding it, including neighbouring land uses, shall be compatible with the Lessee's intended use of the accommodation.

4. ACCESS

(1) Vehicular and pedestrian access to and from the building shall conform with surrounding traffic patterns and shall be adequate to accommodate all the required circulation inherent in the type of facility required.

(2) The Leased Premises shall be accessible to the Lessee and its "occupant" at all times.

(3) All pedestrian and vehicular traffic areas outside the building including but not limited to parking spaces, service areas and maneuvering aisles shall be finished using concrete or pavement material capable of sustaining a commercial usage.

5. LANDSCAPING

(1) All open site areas on the Lands not used for parking or service shall be landscaped within reasonable standards. Landscaping materials include: decorative stone, paving, or planting native tree species, shrubs, grass, flowers (annuals/perennials) etc

(2) The site shall be well drained and free of unintentional standing water. It shall be capable of draining surface run-off as well as water from any other source, such as roofs, paved areas etc.

(3) The health of the exterior plantings shall be maintained through the implementation of an integrated pest management program.

(4) The use of pesticides shall be severely restricted. If pesticide use is substantiated by the Lessee or the Lessor, the least hazardous option shall be given priority. Lawn care programs that regularly apply pesticides whether or not pests are present shall be avoided.

(5) Mulch used for landscaping purposes shall be standard organic mulches that would otherwise be waste material, or visually acceptable recycled products.

6. PARKING

(1) Parking spaces shall comply with all applicable laws, including those relating to the size of the parking spaces and motor vehicle circulation requirements.

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ANNEX B
Basis of Payment

PART ONE MARKET RENTAL SURVEYS

PRICE AND METHOD OF PAYMENT PROPOSAL

NOTE: All measurements are to be stated in Metric.

1. PRICE PROPOSAL, CONTRACT PERIOD date of award to June 30, 2018

A. OFFICE

Annually

Charlottetown, PEI \$ _____ X 2 = \$ _____

Semi-annually

Saint John, NB \$ _____ X 4 = \$ _____

Moncton, NB \$ _____ X 4 = \$ _____

Fredericton, NB \$ _____ X 4 = \$ _____

St. John's, NF \$ _____ X 4 = \$ _____

Halifax, NS \$ _____ X 4 = \$ _____

A) OFFICE **Total 22 = \$ _____ HST IS EXTRA**

B. WAREHOUSE

Annually

Charlottetown, PEI \$ _____ X 2 = \$ _____

Saint John, NB \$ _____ X 2 = \$ _____

Moncton, NB \$ _____ X 2 = \$ _____

Fredericton, NB \$ _____ X 2 = \$ _____

St. John's, NF \$ _____ X 2 = \$ _____

Semi-annually

Halifax, NS \$ _____ X 4 = \$ _____

B) WAREHOUSE **Total 14 = \$ _____ HST IS EXTRA**

TOTAL A) + B) = \$ _____ Price Contract Period HST IS EXTRA

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For each of the two one-year option periods please quote 18 surveys

2. PRICE PROPOSAL, OPTION YEAR ONE July 1, 2018 to June 30, 2019 (1 year)

NOTE: All measurements are to be stated in Metric.

A. OFFICE

Annually

Charlottetown, PEI \$ _____ X 1 = \$ _____

Semi-annually

Saint John, NB \$ _____ X 2 = \$ _____

Moncton, NB \$ _____ X 2 = \$ _____

Fredericton, NB \$ _____ X 2 = \$ _____

St. John's, NF \$ _____ X 2 = \$ _____

Halifax, NS \$ _____ X 2 = \$ _____

A) Annual OFFICE

Total 11 = \$ _____ HST IS EXTRA

B. WAREHOUSE

Annually

Charlottetown, PEI \$ _____ X 1 = \$ _____

Saint John, NB \$ _____ X 1 = \$ _____

Moncton, NB \$ _____ X 1 = \$ _____

Fredericton, NB \$ _____ X 1 = \$ _____

St. John's, NF \$ _____ X 1 = \$ _____

Semi-annually

Halifax, NS \$ _____ X 2 = \$ _____

B) Annual WAREHOUSE

Total 7 = \$ _____ HST IS EXTRA

TOTAL A) + B) = \$ _____ Annual Price Option Period One. HST IS EXTRA

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For each of the two one-year option periods please quote 18 surveys

PRICE PROPOSAL, OPTION YEAR TWO July 1, 2019 to June 30, 2020 (1 year)

NOTE: All measurements are to be stated in Metric.

A. OFFICE

Annually

Charlottetown, PEI \$ _____ X 1 = \$ _____

Semi-annually

Saint John, NB \$ _____ X 2 = \$ _____

Moncton, NB \$ _____ X 2 = \$ _____

Fredericton, NB \$ _____ X 2 = \$ _____

St. John's, NF \$ _____ X 2 = \$ _____

Halifax, NS \$ _____ X 2 = \$ _____

A) Annual OFFICE

Total 11 = \$ _____ HST IS EXTRA

B. WAREHOUSE

Annually

Charlottetown, PEI \$ _____ X 1 = \$ _____

Saint John, NB \$ _____ X 1 = \$ _____

Moncton, NB \$ _____ X 1 = \$ _____

Fredericton, NB \$ _____ X 1 = \$ _____

St. John's, NF \$ _____ X 1 = \$ _____

Semi-annually

Halifax, NS \$ _____ X 2 = \$ _____

B) Annual WAREHOUSE

Total 7 = \$ _____ HST IS EXTRA

TOTAL A) + B) = \$ _____ Annual Price Option Period Two.

SUMMARY:

Contract Period \$ _____

Annual Price Option Period One \$ _____

Annual Price Option Period Two \$ _____

PART ONE GRAND TOTAL (all 4 years) \$ _____ HST IS EXTRA

Annex "B"
Basis of Payment - PART TWO Market Analysis Reports (MAR)

NOTE: MAR To be provided ONLY upon request

In addition to the Market Rental Surveys, PSPC will require Market Analysis Reports during the term of the contract. For the basis of estimating costs, two types of MAR's will be required:

Level 1 MAR: Leased space within the HRM Market Survey area, with short term Lease Tender scenarios, i.e. 5 year term and 10 year term.

Level 2 MAR: Leased space within the HRM Market Survey area, with Lease Tender (short term lease, i.e. 5 year lease term with 5-year renewal options), Build-to-Lease (long term lease, i.e. 25-year lease term) and Lease-Purchase (with the property transferring to the Crown for \$1 at the end of the long-term lease, i.e. 25-year lease term) scenarios.

PSPC expects quotes for these reports to be on a flat fee basis, meaning a fixed price for each Level 1 MAR and a fixed price for each Level 2 MAR. These fixed prices will be applied to each Level 1 or Level 2 MAR that is requested during the term of the contract.

Level 1 MAR (PRICE FOR 2 YEAR TERM)

\$_____ HST IS EXTRA

Level 2 MAR (PRICE FOR 2 YEAR TERM)

\$_____ HST IS EXTRA

Total Market Analysis Reports (2 year-term) = \$_____

TWO ONE-YEAR OPTION PERIOD QUOTE - HST IS EXTRA

For each of the two one-year option periods please quote 1 of each type of MAR for each one-year option to give PSPC a benchmark price for each type of MAR.

1st one-year option period

2nd one-year option period

LEVEL 1 MAR = \$_____

LEVEL 1 MAR = \$_____

LEVEL 2 MAR = \$_____

LEVEL 2 MAR = \$_____

SUMMARY:

PART ONE Market Rental Surveys (all 4 years) \$ _____
PART TWO Total MARs (2 year-term) \$ _____
PART TWO Total MARs (Option year 1) \$ _____
PART TWO Total MARs (Option year 2) \$ _____

GRAND TOTAL: \$ _____

Annex "C"
EVALUATION CRITERIA / BASIS OF SELECTION

Evaluation of Submissions: Weighted Criteria - The selection will be based on best value as determined by a ratio of 60% technical and 40% price. The bidder with the highest score will be awarded the Contract.

Technical: Maximum Points – 100

Point Rated Criteria

Technical proposals will be evaluated on the basis of the following. Proposals must obtain 75% of the maximum score in EACH CATEGORY in order to be deemed responsive.

TECHNICAL CRITERIA	SCORE	COMMENTS
1. Demonstrated understanding of the Scope and Objectives of this work. (Maximum - 30 points – Minimum 22.5 points)	/30	
2. Demonstrated education, training and related experience of Lead Appraiser and assistants, if applicable, shall be detailed. Resumes shall be provided indicating AACI status. Related experience shall include at least one (1) successfully completed similar project detailing work statement, dollar value, etc., (Maximum - 50 points = Minimum 37.5 points)	/50	
3. Work Plan and Schedule of completion for the work with delivery date of the Preliminary and Final Reports. (Maximum - 20 points – Minimum 15 points)	/20	
TOTAL SCORE MIN 75/ MAX 100	/100	
Note: In order to be considered for contract award, a technical proposal must score a minimum of 75% of the maximum points available. Proposals which fail to score a minimum of 75% will be declared non-responsive and not considered any further.		

Price - The lowest price will be assigned the maximum score of 40 points and the others will be pro-rated.

Basis of Selection

In order to be considered responsive, the proposal shall meet all of the requirements of this solicitation including the mandatory criteria. If these are not met, the proposal shall be given no further consideration. A minimum overall score of 75% shall be achieved in each of the criteria which is subject to point rating. If this is not met, the proposal shall be given no further consideration. Thereafter selection of the contractor shall be based on best value as determined by a ratio of 60% versus 40% of the technical score and the price respectively. The technical scores shall be prorated against the highest maximum score achievable (100). The lowest priced, technically compliant proposal shall be given the maximum points of 40 and the other proposals prorated against this lowest. The highest score, adding the technical points and the price points shall be recommended for award of a contract.

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Example of Best Value Determination:

Assuming 3 responsive bids are received (each meets the mandatory requirements and the minimum required technical score, and a maximum technical score is 100 points).

Using the ratio of 60% technical and 40% price:

Details:	Bid #1	Bid #2	Bid #3
Technical	88 points	82 points	76 points
Price	\$60,000.00	\$55,000.00	\$50,000.00

Bidder	Technical Points	Price Points	Total Points	RANK
1	$\frac{88 \times 60}{100} = 52.80$ points	$\frac{50 \times 40}{60} = 33.33$	86.13	1 AWARD
2	$\frac{82 \times 60}{100} = 49.20$ points	$\frac{50 \times 40}{55} = 36.36$	85.56	3
3	$\frac{76 \times 60}{100} = 45.60$ points	$\frac{50 \times 40}{50} = 40$	85.60	2

***lowest priced proposal**

In the above example award shall be made to Bid #1 (Highest score taking into consideration technical and price). The price indicated in this sample does not represent estimate of costs associated with this requirement.

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ANNEX "D"
INFORMATION FOR CODE OF CONDUCT CERTIFICATION

[MUST BE COMPLETED BY OFFEROR/BIDDER WITH BID SUBMISSION]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;

Appendix 1

Greater Halifax Area - Central

OFFICES

Class "A, B or C" of Properties

Name of Building Civic Address	Year		Total Rentable Area (m2)	Vacancy		\$ per m2					Additional Expenses Paid Direct by Tenant			
	Build	Major Renovation		Total (Excluding Sublease Space) (m2)	%	Net Absolute Rent	Realty Taxes	CAM	Total CAM & Realty Taxes	Gross Rent	Cleaning	HVAC	Electricity	Parking
Dominion Building 1713 Bedford Row	1940	2008	18,000	1,000	18%	\$200.00	\$20.00	\$20.00	\$40.00	\$240.00	Yes	No	No	Yes

Greater Halifax Area - Burnside Industrial Park

WAREHOUSES

Class "A, B or C" of Properties

Name of Building Civic Address	Year		Total Rentable Area (m2)	Vacancy		Net Absolute Rent	Realty Taxes	CAM	Total CAM & Realty Taxes	Gross Rent	Additional Expenses Paid Direct by Tenant			
	Build	Major Renovation		Total (Excluding Sublease Space) (m2)	%						Cleaning	HVAC	Electricity	Parking
Burnside Place 123 Wyse Road	1966	2010	15,800	1,580	10%	\$100.00	\$15.00	\$10.00	\$25.00	\$125.00	No	Yes	Yes	No