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**Public Works and Planning Division  
Transportation, Infrastructure and Energy**

PO Box 2000  
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Prince Edward Island  
Canada C1A 7N8

## **REQUEST FOR PROPOSALS**

**COVERING THE FIT-UP & RENTAL OF NEW OFFICE SPACE FOR**

**Office of Child and Youth Advocate**  
Executive Council

in

**CHARLOTTETOWN, PEI**

for the Government of Prince Edward Island, as represented by the  
Minister of Transportation, Infrastructure & Energy (TIE)

Request for Proposal Number:

#19073

Date Issued:

October 2019

Submission Deadline:

2:00pm on Tuesday, November 5, 2019

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1. **GENERAL**

The Department of Transportation, Infrastructure and Energy (TIE) (hereafter referred to as the 'Lessee') is seeking proposals on behalf of Executive Council Office (ECO) for the Office of Child and Youth Advocate (OCYA) from private individuals, companies or authorized agents for the provision of new or renovated office space in the downtown Charlottetown area (Charlottetown 500 lot area).

The program requires approximately 2200 rentable square feet including the interior fit-up (turn-key arrangement). The lease shall be all-inclusive and fixed for a 5 year term, with the option to renew for an additional 5 years pending mutual agreement on rate terms and conditions.

2. **PROPOSAL GUIDELINES**

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **2pm AST Tuesday, November 5, 2019**. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

**All New Information to Proponents by way of Addenda**

This RFP may be amended by an addendum in accordance with this section. All questions pertaining to this RFP must be received in writing by Tuesday, October 28, 2019. If the Lessee, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents and shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. All Addenda will be posted on the Government of Prince Edward Island procurement website and it is the sole responsibility of the Proponent for obtaining all addenda issued by the Lessee. Proponents shall confirm their receipt of all addenda by including the Addenda Acknowledgement page by setting out the number of each addenda in the space provided.

Submissions must include the following:

1. Appendix "A" submission form
2. Proponent's corporate information (as per 12.6)
3. Proponent's project summary (as per 12.7)
4. Architectural drawing of the proposed space and site plan of the property and

projected schedule (as per 12.8 and 12.9)

5. Acknowledgement of Addenda

3. **PROJECT PURPOSE AND DESCRIPTION**

The Office of Child and Youth Advocate (OCYA) will provide accommodations for the Children's Commissioner and Advocate who will improve outcomes for all Prince Edward Island children.

Responsibilities of the Children's Commissioner and Advocate include:

- Protect and promote the rights of children and youth;
- Ensure the views of children and youth are heard in matters affecting them;
- Support children, youth and families in accessing programs and services;
- Enhance further collaborations between community and government on behalf of the rights of children and youth

4. **RFP PARTICULARS - LOCATION, APPEARANCE and DESIGN**

The salient features of the new office space are:

- In downtown Charlottetown, accessible by public transit
- The Lessee does not require an entire building dedicated to the new office space, and indeed welcomes the idea of being placed in a larger building that may accommodate ancillary or complimentary services; however, other tenants and space uses must be compatible with the OCYA program space.
- The new office space must be independent and therefore cannot be located on the same floor as any other provincial government department, service or agency.
- The space must be easily accessible for children and youth and support confidentiality.
- Locations with a large rentable boardroom (approx.. 20 people) in the same building would be seen as an asset.
- All modern utilities and services including:
  - Water / Sewer
  - Heating and Air Conditioning (20-23C year round)
  - Electricity
  - Phone and Data (infrastructure only as per Government of Prince Edward Island Structured Cabling Standards)
  - Accessibility
  - Fire and Life Safety (fire safety plan)
  - Waste Removal
  - Pest Control
  - Snow Removal / Ice Control (snow removal services are required immediately after a

major snow storm has ceased or where the storm ceases during the night, removal so the site is cleared of snow and lots salted by 7:30 am 5 days/week. OCYA follows government storm closures as announced on CBC)

- Building/ Suite Security – standard motion detectors / key pad (annual monitoring to be paid for by the tenant).
- Janitorial Services (3 x weekly as per the office cleaning schedule Appendix “C” of the lease agreement)

A net to gross factor of 1.35 has been used in the sample space program to allow for the necessary circulation (min. 3’6” corridor width). Building support spaces such as mechanical rooms, electrical rooms, shared circulation, entranceways, elevators, etc. have not been included in the space program.

Proponents wishing to fit-up existing space to meet the terms of this RFP must demonstrate to the Lessee that fixtures and finishes are in “like-new” condition. Existing locations must be free from any hazardous materials including mould, asbestos, radon and lead paint.

The room sizes may be adjusted within reason (with the Lessee’s approval) to suit a layout promoting efficient work flow, space functionality, and circulation. Existing spaces may accommodate the program in a number of different configurations. An allowance of up to 20% additional program space will be considered for existing spaces. Space program has been written to optimize flexibility. The suite may or may not contain washrooms / janitorial space. If washrooms are shared with other tenants then the area must be deducted from the space program. Shared washrooms must be secure for tenant’s and their client’s use only.

Interior partitions / ceilings must provide a high level of acoustic separation and privacy, including acoustic batt insulation, acoustic caulk, and interior partitions must extend min. 6” above ceiling height. Ceiling tiles to be minimum CAC rating 30. Solid core wood doors with lever handles which are master keyed.

All exterior windows shall be provided with commercial grade shearweave roller shades 3%.

Paint colours, carpet tile flooring, finishes, base, etc... shall be coordinated in conjunction with Lessee.

Interior lighting shall be to levels consistent with best practices for office environments as per the Illuminating Engineering Society of North America (IESNA). Lights in each area or enclosed room shall be controlled with individual switches.

It is the intent of this project to pursue as enhanced a level of energy efficiency as is practical. With this in mind, the Proponent will be required to meet or exceed the following general guideline:

- Any new stand alone mechanical and electrical systems (including lighting) are to be designed to meet the National Energy Code for Buildings. The successful proponent will be expected to ensure the project specifications and design includes the appropriate requirements and details to ensure demonstrable compliance with the NECB 2011.

The telephone and IT data systems shall be supplied and installed in accordance with the “Government of Prince Edward Island Structured Cabling Standards” dated February 2016. Item #25 will be supplied to the successful proponent for installation. Item #30 will be supplied and installed by the Lessee.

The dedicated LAN room requires an independent stand alone cooling split system sized to meet the room’s anticipated heat generation. The terminal cooling unit shall be wall mounted with the final location being approved by Government ITSS prior to installation. Refer to ITSS Telecom / Equipment Room Configuration document Appendix “F”.

The heating, ventilating and air conditioning system (HVAC) shall be to levels consistent with best practices for an office environment as per NBC, PEI Occupational Health and Safety regulations, and the American Society for Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).

The office will operate Monday to Friday 8am – 5pm.

5. **PARKING**

There are 2 parking spaces required, however, it is acknowledged that parking in the downtown core is limited. The parking spaces do not have to be dedicated provided there are sufficient spaces available and within a reasonable walking distance from the leased space.

6. **STANDARD OF CONSTRUCTION**

The office space must designed and constructed or renovated in accordance with all applicable municipal and provincial codes, as well as, the latest edition of the National Building Code (NBC). The successful proponent will be expected to work with the Lessee and the tenant group for the interior design of the space to ensure their needs are met.

7. **TERM**

The term of the lease shall be for a five (5) year period, with the option to renew for an additional 5 years pending mutual agreement on rate terms and conditions.

A sample lease has been included with this RFP (Appendix “D”)

8. **RENTAL RATE**

The annual lump sum rate submitted shall include all costs associated with providing the fit-up space and shall include but not be limited to:

- .1 Charge for occupied space including all Lessee fit-up outlined / specified in this RFP
- .2 Utilities / Building Services (as per 4.0)
- .3 Fire and liability insurance
- .4 Property and business taxes
- .5 Maintenance and repair
- .6 Common area costs
- .7 Parking

9. **RENTAL PAYMENTS**

The monthly rental rate will remain the same amount throughout the 10-year term of the lease.

The tenant shall pay the annual lump sum rental rate in twelve (12) equal monthly payments, which shall be made in advance of the first of each month, upon receipt of an invoice from the landlord.

10. **HST**

HST shall be an additional charge to the rent.

11. **RFP CONTACT**

All parties contemplating submitting a proposal covering the supply of the necessary space may contact Holly Hinds, Department of Transportation, Infrastructure & Energy, at 902-368-4854 or [hahinds@gov.pe.ca](mailto:hahinds@gov.pe.ca) with any questions or require additional information.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent's proposal.

12. **PROPOSAL SUBMISSION**

- .1 All proposals must be addressed to:  
Department of Transportation, Infrastructure & Energy  
Building Maintenance and Accommodations  
11 Kent Street - 3<sup>rd</sup> Floor, Jones Building  
PO Box 2000  
Charlottetown, PE  
C1A 7N8

ATTENTION: Holly Hinds

- .2 All proposals must be submitted in a sealed envelope, which is marked on the outside to indicate “**Proposal # 19073, Office of Child and Youth Advocate (OCYA) – New Office Space RFP**”.

All proposals must be received prior to **2:00 pm on Tuesday, November 5, 2019**. Proposals must be submitted at the location set out above on or before the submission deadline. The Proponent is solely responsible for the delivery of its proposal to the exact location indicated in this RFP. The Province does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after this deadline will not be accepted. The Province’s time clock will be deemed to be correct.

- .3 RFP holders may, during the proposal period, be advised by addenda of required revisions to the original RFP documents. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the final rental rate submitted.

The receipt of addenda for the RFP shall be acknowledged by filling in the addendum number and date of issue for each addendum on the appropriate line in the tender form. These lines shall be initialed by the person signing the tender after they have been filled in.

- .4 Amendments to the submitted offer will be permitted if received in writing prior to the RFP closing and if endorsed by the same party or parties who signed and sealed the offer. Amendments submitted by fax will be accepted if received prior to RFP closing (fax: 902-368-5395).

- .5 Proponents may withdraw their proposals prior to the submission deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the submission deadline and must be signed by an authorized representative



of the Proponent. The Province is under no obligation to return withdrawn proposals.

- .6 All Proponents are required to provide the following information about their company (two pages maximum) with their Appendix “A” submission:
  - .1 Type of company (sole proprietorship, incorporated, etc.)
  - .2 Date of incorporation
  - .3 Company Owners / Key Principals
  - .4 Contact information
  - .5 Brief company history
  - .6 List of recent turn-key lease contracts and references (minimum 2)
  - .7 Consultants (if applicable) - expertise and experience
  - .8 Proof of insurance
- .7 All Proponents are required to provide a concise summary (one page maximum) outlining the key benefits of the office location, including a description of the space (new / existing), including opportunities such as direct and indirect benefits to Government (including avoided costs), the economic and social benefit of the location to the community at large and the compatibility with adjacent land use. Proponents shall include a listing of tenants (existing or planned) within a shared building scenario.
- .8 All Proponents are required to provide a diagrammatic floor plan indicating sufficient space to accommodate the space program as per Appendix “C”. The Lessee and the tenant group requires the opportunity to meet with the Landlord and provide feedback on the proposed layout to ensure their needs are met.
- .9 All Proponents are required to provide a schedule (in days) identifying tasks or work elements from the execution of the lease through the completion of the fit-up for occupancy. The schedule shall include sufficient detail and milestones for Lessee planning purposes.
- .10 Proponents shall submit their proposals containing four (4) hard copies of the complete proposal.

In the interest of environmental sustainability, please refrain from using binders, bindings, plastic covers, or similar fastening or presentation materials when submitting the proposal.
- .11 Proposals shall be irrevocable for a period of ninety (90) days from the submission deadline.

**13. PROPOSAL EVALUATION & ACCEPTANCE**

Proposals will be evaluated by representatives of:

1. The Office of Child and Youth Advocate
2. The Department of Transportation, Infrastructure and Energy
3. Treasury Board Secretariat assigned to TIE

Proposals will be evaluated on the basis of the following criteria:

	<b>Criteria</b>	<b>Points</b>
1	Value and cost: Proponents will be evaluated on the cost of their solution(s) in accordance with the scope of this project <ul style="list-style-type: none"> <li>- Annual rental rate</li> <li>- Fit up / Renovation costs (identified separately but included as part of the annual rental rate)</li> </ul>	45
2	Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner. <ul style="list-style-type: none"> <li>- Office Location – direct and indirect financial, social, and economic benefits to government and the community at large (20)</li> <li>- Date of occupancy / schedule (10)</li> </ul>	40
3	Organizational Experience: Proponents will be evaluated on their demonstrated experience as it pertains to similar “turn-key” leases and references.	15
	<b>TOTAL</b>	<b>100</b>

The proposal with the lowest annual rent will receive 45 points for rent. Points for rent allocated to other proposals will be determined by:

- Calculating what percentage the rent in their proposal exceeds the lowest rent proposed and;
- Deducting that percentage of the points for rent from 45.
- As an example, if proposal A with an annual rent of \$120,000 was the lowest and proposal B had an annual rent of \$132,000. Proposal A would receive 45 points and proposal B would receive  $45 - (10\% \text{ of } 45) = 40.5$ .

The results of the evaluation and the associated recommendations will be submitted to Treasury Board for review and final decision.

Proponents may be requested to attend a personal interview with government representatives as part of the RFP evaluation process.

Notwithstanding the proposal scores, the Minister reserves the right to reject any proposal deemed to be unreasonable relative to other proposed fees.

The Minister reserves the right to negotiate any or all conditions of the proponent's proposed work plan and / or reject all submitted proposals. Unsuccessful proponents may request a debriefing meeting following execution of a contract with the successful proponent.

The Minister reserves the right to award a contract to the Proponent whose proposal is judged most likely to produce a project which results in the best overall value to the Province and this decision is not open to appeal. ***The lowest priced, highest qualified, or any proposal will not necessarily be accepted.***

14. **RFP TIMETABLE**

Issue Date for RFP	October 21, 2019
Deadline for Questions	October 28, 2019
Deadline for Issuing Addenda	October 31, 2019
<b>Proposal Submission Deadline</b>	<b>November 5, 2019 at 2:00pm</b>
Anticipated Execution of Agreement	early December 2019

15. **CONFLICT OF INTEREST**

The Proponent warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Proponent shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Proponent of an actual or potential conflict of interest, Government, in its sole discretion, may either:

(a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or

(b) terminate the Agreement in accordance with the Termination section of this Agreement.

Proponents are required to identify any conflicts or potential conflicts in a letter attached to the fee component of their proposal. Failure to identify such conflict may result in the disqualification of the proposal.

16. **TERMS AND CONDITIONS OF THE RFP PROCESS**

16.1 **General Information and Instructions**

16.1.1 **RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP may be disqualified.

16.1.2 **Proponents Not to Change Terminology**

Changes to the terminology of this RFP are prohibited

16.1.3 **Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

16.1.4 **Language**

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

16.1.5 **No Incorporation by Reference**

The entire content of the Proponent's proposal should be submitted in a fixed form, the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

16.1.6 **References and Past Performance**

In the evaluation process, the Province may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Province.

16.1.7 **Information in RFP Only an Estimate**

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP; or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the project. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

**16.1.8 Proponents to Bear Their Own Costs**

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

**16.1.9 Proposal to be retained by the Province**

The Province will not return the proposal or any accompanying documentation submitted by a Proponent.

**16.2 Business Registration**

Proponents will be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult: <https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

**16.3 Communication after Issuance of RFP**

**16.3.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the deadline for questions. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

**16.3.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum issued to proponents. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Province.

**16.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Province determines that it is necessary to issue an addendum after the deadline for issuing addenda, the Province may extend the submission deadline for a reasonable period of time.

**16.3.4 Verify and Clarify**

During the evaluation process, the Province may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars. The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

**16.4 Execution of Agreement, Notification and Debriefing**

**16.4.1 Selection of Proponent and Execution of Agreement**

The Province will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement identified in this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

**16.4.2 Failure to Enter into Agreement**

In addition to all of the Province's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

**16.4.3 Notification of Outcome of Procurement Process**

Once an agreement is executed by the Province with a Proponent, the outcome of the Procurement process will be communicated to unsuccessful proponents.

**16.4.4 Debriefing**

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

## 16.5 Conflict of Interest and Prohibited Conduct

### 16.5.1 Conflict of Interest

The Province may disqualify a Proponent for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest.

### 16.5.2 Disqualification for Prohibited Conduct

The Province may disqualify a Proponent, or terminate an agreement entered into if the Province, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

### 16.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest.

### 16.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.

### 16.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

### 16.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### 16.5.7 Rejection of Proposals

The Province may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;

- (c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Province's past experience with the Proponent within the 36 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the Province by any references of the Proponent.

## 16.6 Confidential Information

### 16.6.1 Confidential Information of the Department

All information provided by or obtained from the Province in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Province and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Province; and
- (d) must be returned by the Proponent to the Province immediately upon request of the Province

### 16.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp>

### 16.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") governs the collection, use and disclosure of personal information by the Province and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.



A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp>

## 16.7 Reserved Rights, Limitation of Liability and Governing Law

### 16.7.1 Reserved Rights of the Department

The Province reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Province has at law.

### 16.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

### 16.7.3 Governing Law and Interpretation

- These terms and conditions of the RFP Process:
- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
  - (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
  - (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

APPENDIX "A"

SUBMITTED

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

FOR: Fit-Up & Rental of New Office Space for the Office of Child and Youth Advocate as Outlined in Request #19073

SUBMITTED TO: Department of Transportation, Infrastructure and Energy  
11 Kent Street – 3<sup>rd</sup> Floor Jones Building  
PO Box 2000  
Charlottetown, PE  
C1A 7N8

HAVING examined the contents of Request Number #19073, dated October 2019, covering the rental of office space for the Office of Child and Youth Advocate (OCYA), we hereby offer to provide the necessary space and services (including all required costs associated with the initial building fit-up) for the following:

**ANNUAL LUMP SUM** rental rate of:

\_\_\_\_\_ Dollars (\$) ) for each year.

The above amount is comprised of:

(a) **FIT-UP** (repayment cost/ 10 years)

\_\_\_\_\_ Dollars (\$) ) and;

(b) **RENTAL RATE** (rented area x \$/sq.ft. including common area charges)

\_\_\_\_\_ Dollars (\$) ).

Costs noted above do **NOT** include HST.

In submitting this proposal, we recognize the right of TIE to accept any proposal or to reject all proposals.

In submitting this proposal, we agree to enter into a 10-year contract to provide the required rental space, as outlined in Request #19073, should our proposal be accepted by the Province. This contract will be as per the Province's standard lease agreement included with this RFP as Schedule "D".

1. Our proposal is based on providing the accommodation in a building located at the following address in Charlottetown:

\_\_\_\_\_

2. Our proposal does / does not include two (2) parking spaces. (Please confirm)

3. Our space will be ready for occupancy no later than \_\_\_\_\_

4. Acknowledgement of Receipt of Addenda

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

5. Enclose Proponent's corporate information (as per 12.6)

6. Enclose Proponent's project summary (as per 12.7)

7. Enclose drawings indicate the office layout in the available space (as per 12.8)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

SEAL

Appendix "C"  
Office of Child and Youth Advocate Space Program  
October 2019

Space ID	Space Type/Name	Special Requirements	Adjacencies	# Req.	Unit NSF	Total NSF	Total NSM	Landlord Supplied Landlord Installed	Tenant Supplied Landlord Installed	Tenant Supplied Tenant Installed	Phone	Data
	Reception		Waiting room, File storage / copier	1	120	120	11.1	1 coat hook		computers phones	1	1
	File Storage / Copier	5 lateral 3' filing cabinets	Reception	1	120	120	11.1			File Cabinets Printer/Copier/Scanner Mail slots Shredder	1	1
	Waiting	Seating for 4	Reception Washroom	1	80	80	7.4					
	Washroom - Waiting	(may be a common washroom with other tenants) Accessible	Waiting room	1	50	50	4.6	All washroom fittings, fixtures and equipment				
	Office - Manager			1	120	120	11.1	1 coat hook		Office furniture	1	1
	Office (6)			6	100	600	55.7	1 coat hook on the back of each door		Office furniture	6	6
	Meeting Room			1	200	200	18.6			Office furniture	1	1
	Washroom - staff	(may be a common washroom with other tenants)		1	50	50	4.6	All washroom fittings, fixtures and equipment				
	Kichenette			1	140	140	13.0	full size fridge microwave coat rack bulletin board		table / chairs for 8		
	Janitor Closet	(may be a common janitor room shared with other tenants)		1	60	60	5.6	3' x 7' open shelving floor mounted mop sink				
	LAN Room	split system air conditioned		1	90	90	8.4					

1630    151.4  
**Net to Gross x 1.35**                    **2201**    **196.86**

THIS LEASE made as of the \_\_\_\_\_

**BETWEEN:** \_\_\_\_\_, a body corporate duly incorporated under the laws of the Province of Prince Edward Island

(herein called the "landlord")

**OF THE FIRST PART**

**AND:** **THE GOVERNMENT OF PRINCE EDWARD ISLAND** as represented by the Minister of Transportation, Infrastructure and Energy

(herein called the "tenant")

**OF THE SECOND PART**

**PREMISES**

**WITNESSETH** that in consideration of the rents reserved and the covenants and agreements herein contained to be paid, observed and performed by the tenant, the landlord hereby leases to the tenant the premises, consisting of \_\_\_\_\_ sq.ft. including the common area, herein called the "premises" of the landlord's building known as the "\_\_\_\_\_", herein called the "building" located at \_\_\_\_\_, Prince Edward Island, and as outlined in red on the attached floor plan attached hereto as "Appendix A".

**TERM**

**TO HAVE AND TO HOLD** the premises for and during the term of \_\_\_ years, \_\_\_ months commencing on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and ending on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

**RENT**

**YIELDING AND PAYING** therefor yearly during the term to the landlord in advance in equal monthly installments, in lawful money of Canada, the rent of sums as follows:

- (a) the amount of \$\_\_\_\_\_ annually in equal monthly installments of \$\_\_\_\_\_ plus applicable tax on the first day of each and every month during the term commencing on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and ending on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.
- (b) **ADDITIONAL RENT**

**TENANT'S COVENANTS**

The tenant covenants with the landlord as follows:

1. **Pay Rent**  
To pay rent in accordance with the provisions of this lease.
2. **Compensation for Damage**  
To make good or compensate the landlord for any damage to the premises caused by the negligent, reckless or willful conduct of the tenant's servants, agents, employees, licensees or invitees.
3. **Notice of Defect**  
To give the landlord immediate notice of any accident to or defects in the premises, including the water system, electrical system, heating and ventilating system or any other system or part of the premises which the landlord is obligated to repair.
4. **Entry of Landlord**  
To permit the landlord to enter the premises at any reasonable time for the purpose of inspecting the premises and making necessary repairs to the premises.
5. **Assign or Sublet**  
Not to assign this lease or sublet the premises, in whole or in part, without the prior written

consent of the landlord. Notwithstanding any such assignments or sublets, the tenant shall remain jointly and severally responsible for the payment of the rent and the performance of the other obligations under this lease.

6. Use of Premises

To use the premises for government [REDACTED] and for no other purpose without the prior written consent of the landlord.

7. Building Name

Not to refer to the building by any name other than that designated from time to time by the landlord and to use the name of the building for the business address of the tenant but for no other purpose.

8. Tenant's Compliance with Laws

To comply with provisions of law including, without limitations, federal and provincial legislative enactments, municipal zoning and building by-laws and federal, provincial or municipal regulations which relate to the premises or to the use or occupation thereof or to the making of repairs, replacements, additions, changes, substitutions or improvements of or to the premises or any part thereof.

9. Waste

Not to do or suffer any waste, damage, disfiguration or injury to the premises or the fixtures and equipment thereof or permit any overloading of the floors thereof.

10. Nuisance

Not to use or permit the use of any part of the premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the premises.

11. Exhibiting Premises

To permit the landlord to exhibit the premises to prospective tenants during normal business hours during the last three (3) months of the term upon receipt of reasonable notice.

12. Mechanics' Liens

Not to suffer or permit during the term hereof any mechanics' liens or other liens for work, labour, services or materials ordered by him for the cost of which he may be in any way obligated to attach to the premises or to the buildings, structures, and equipment and that whenever and so often as any such liens shall attach or claims therefore shall be filed, the tenant shall within thirty (30) days after the tenant has notice of the claim or lien procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law; and the tenant further covenants that whenever and so often as a certificate of action is registered relating to any of the liens referred to in the preceding sentence, the tenant shall within thirty (30) days after the tenant has notice of the registration of such certificate of action have the same vacated.

13. Indemnification and Insurance

To indemnify and save harmless the landlord against and from any and all claims, including, without limiting the generality of the foregoing, all claims for bodily injury or property damage, arising from the conduct of any work or by or through any act or omission of the tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee, or licensee of the tenant, and against and from all costs, counsel fees, expenses and liabilities incurred in or about and such claim or any action or proceeding brought thereon.

To maintain Commercial General Liability (CGL) insurance in an amount not less than Two Million Dollars, (\$2,000,000.00) per occurrence on a form at least as broad as the Insurance Bureau of Canada current form of commercial general liability insurance.

To maintain All Risks property insurance, in amounts sufficient to fully cover the Tenants improvements and all property in the Premises owned by the Tenant.

The policy(ies) required by this Agreement shall be in a form provided by the Province of Prince Edward Island Self Insurance and Risk Management Fund.

14. Not to Affect Insurance

Not to do or omit or permit to be done or omitted on the premises anything which shall cause the rate of insurance upon the building to be increased and if the rate of insurance upon the building shall be increased by reason of anything done or omitted or permitted to be done or omitted by the tenant or anyone permitted by the tenant to be upon the premises, the tenant

shall on demand pay to the landlord the amount of such increase.

15. Facilitate Cleaning

To leave the premises in a reasonably tidy state at the end of each business day to facilitate the landlord's janitorial services as outlined in Appendix "C" attached .

LANDLORD'S COVENANTS

16. Quiet Enjoyment

For quiet enjoyment; provided that the tenant complies with its obligations under this lease.

17. Realty Taxes

To pay, subject to the provisions of this lease, all taxes and rates whether municipal, parliamentary or otherwise levied against the building and the land pertinent thereto or against the landlord on account thereof.

18. Access

To permit the tenant, his servants, agents, employees, licensees and invitees to have access to the stairways, and passages within the building in common with all others entitled thereto for the purpose of ingress to and egress from the premises.

The Province of Prince Edward Island has adopted barrier free regulations, based on the National Building Code, which apply to all areas of the Province, except within geographical boundaries of a municipality which have already adopted the National Building Code or a similar building standard bylaw.

The premises must conform to accepted barrier free regulations as a minimum standard to provide access for physically and visually challenged individuals. The landlord is required to make any necessary remedial renovations to meet the barrier free regulations within 12 months of the commencement or renewal date of the lease.

19. Repair

To maintain the premises in good repair and tenantable condition during the term and make good any defect or want of repair promptly upon receipt of notice from the tenant with a minimum of disruption to the tenant's business.

20. Utility Charges

To pay all charges for water, electricity, sewer supplied to the premises.

21. Heat

To heat the premises at its expense.

22. Snow Removal

To effect the prompt removal of snow and ice from the sidewalks, steps, roads and parking areas serving the premises at its expense. Snow removal operations to be completed no later than 7:30am Monday to Friday. Lots / entrances to be checked daily for salt / sand requirements. Fire Department connection for sprinkler system must remain cleared of snow at all times.

23. Telephone Installation

To permit the tenant to effect the installation of telephone and inter-communication apparatus in the premises.

24. To provide and operate the following existing services and facilities, except as otherwise noted, for the premises at its expenses and maintain the service systems in good repair during the term at its expense.

Electrical System

a) an adequate electrical system to meet the needs of the tenant consistent with existing use and occupancy.

Heating System

b) a heating system sufficient to maintain a reasonable temperature (20-23 degrees Celsius) in the premises during the heating season (15th. September to 15th. May) and at other times of the year if required for comfortable occupancy;



Air Conditioning/Ventilation System

c) a ventilation system that is sufficient to provide a constant supply of air that is filtered and either humidified or dehumidified and either heated or cooled as conditions may require for comfortable occupancy, and not to exceed 25 degrees Celsius.

Water System

d) a potable water system capable of supplying hot and cold water to the premises;

Washrooms

e) washroom facilities for male and female employees of the tenant in accordance with the applicable provincial or municipal requirement.

Fire and Life Safety

f) to provide, maintain and inspect the required fire and life safety devices within the leased space as per NFPA and NFC requirements including egress systems, fire extinguishers, fire alarm panels, smoke detectors, and emergency lighting. Fire exit plans shall be installed by the Landlord as required by the Authority Having Jurisdiction.

The Landlord shall carry out an annual fire drill and provide a report / comments to the Department of Transportation, Infrastructure and Energy, Building Maintenance Division.

Pest Control

g) The Landlord shall be responsible for all pest control. It is required for the Tenant to notify the landlord of any known or visible infestation.

25. Janitorial Service

To provide and pay for janitorial service to the premises in accordance with the schedule attached as Appendix "C" including the provision of cleaning supplies.

26. Garbage Service

To provide and pay for garbage removal services to the premises.

27. Exterior Common Areas

To maintain the exterior of the building, the landscaped grounds of the building, the parking lots and walkways of the building and the common areas of the building in good repair and clean condition.

28. Glass Replacement

To promptly replace, in case of breakage, all plate glass windows and other glass forming part of the demised premises with glass of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the tenant, his servants, agents, employees, licensees or invitees.

29. Indemnification and Insurance

To indemnify and save harmless the Tenant against and from any and all claims, including, without limiting the generality of the foregoing, all claims for bodily injury of property damage, arising from the conduct of any work or by or through any act or omission of the Landlord or any assignee, sub landlord, agent, contractor, servant, employee, invitee or licensee of the Landlord and against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claims or any action or proceeding brought thereon.

The Landlord shall insure the building and other property to replacement cost on an all risks basis, including boiler and machinery insurance, and any other property not the responsibility of the Tenant to insure.

To purchase and maintain throughout the term of this Lease and any renewals thereof Commercial General Liability (CGL) insurance with a limit of Two Million Dollars (\$2,000,000.00) on a form at least as broad as the Insurance Bureau of Canada current form of commercial general liability insurance.

All of the foregoing insurance policies shall be with insurers licenced to do business in the Province of Prince Edward Island and shall be with such insurers as Landlords of similar property would reasonably insure.

30. Landlord's Compliance with Laws

To comply with all provisions of law including, without limitation, all federal and provincial legislative enactments, municipal zoning and building by-laws and any federal, provincial or

municipal regulations which relate to the premises or to the use or occupation thereof or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the premises or any part thereof.

Notwithstanding the above, if federal or provincial legislative enactments, municipal zoning and building by-laws or any federal, provincial or municipal regulations relating to any of the terms of this agreement should change after the dates of this lease and such change requires additional expenditures on the part of the Landlord, the tenant shall reimburse the landlord for these additional expenditures.

31. Mould and Asbestos

If mould (in amounts greater than that occurring naturally in the area) and/or asbestos containing materials ("ACMs") are found in the Building or the Premises, to the extent such conditions were not created by the Tenant during the Term or any Extension Term, the Landlord shall notify the Tenant and cause such mould and/or ACMs to be remediated in accordance with all Environmental Laws. ACMs can be managed in place and do not necessarily require abatement (removal) provided that within the scope of the building's operations and maintenance program these materials are managed through an Asbestos Management Plan by trained personnel and handled by qualified contractors as required by OHS regulations. A copy of the Landlord's Asbestos Management Plan must be provided to the tenant for information.

PROVISOS

32. Landlord's Default

If the landlord defaults in the observance or performance of any of its covenants or agreements contained in this lease the tenant may, at his option and upon such reasonable notice as the circumstances warrant, remedy such default and deduct the reasonable cost of such action from the payable under this lease.

33. Overholding

If the tenant, with the consent of the landlord remains in possession of the premises after the date fixed for the expiration of the term or any renewal thereof without any further written agreement, the tenant shall be deemed to be a tenant from month to month at the monthly rental reserved by this lease and on the terms and conditions contained in this lease except as to length of tenancy.

34. Amendment

Either party, by mutual agreement, may amend the name on the suite, the number of suites, terms and/or conditions by giving six (6) months written notice to the other party.

35. Termination

Either party, by mutual agreement, may cancel this lease by giving six (6) months written notice to the other party, at the end of which this lease and all privileges herein granted shall terminate.

36. Alteration

The tenant may, at his own expense, make such alterations, additions and improvements to the premises as he may consider necessary from time to time during the term subject to the prior written consent of the landlord. No alterations shall be made to the frame or permanent structure of the building.

37. Notice of Alterations

The tenant shall give the landlord notice of his intention to make alterations, additions or improvements to the premises and, upon request, shall supply the landlord with plans of the proposed alterations, additions or improvements.

38. Landlord's Consent

Where the landlord's consent is required by this lease to any act of the tenant such consent shall not be unreasonably withheld and shall be communicated to the tenant within fourteen (14) days of the receipt of a request for such consent.

39. Removal of Alterations

- a) the tenant may, at his option, remove any alterations, additions or improvements made by him in the premises; and
- b) if the tenant elects to remove any of the alterations, additions or improvements made by him in the premises, he shall restore the premises, as nearly as

possible, to the state they were in before such alterations, additions or improvements were made.

# BLANK LEASE TEMPLATE

40. Fixtures

- a) the tenant may at any time during the term or any renewal thereof remove any fixtures installed by him in the premises; and
- b) the tenant will compensate the landlord for any damage caused to the premises by such removal.

41. Signs

- a) the tenant may erect such signs on the premises as he considers necessary for the proper conduct of his business;
- b) all such signs shall be removed from the premises at the end of the term of any renewal thereof, and
- c) the tenant shall compensate the landlord for any damage caused to the premises by the removal of signs.
- d) all signs erected on the premises shall be bilingual with the French version appearing first on the left and such signs must have the prior approval of the landlord.

42. Unavoidable Delays

In the event that the landlord or the tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes; lockouts; labour trouble; civil commotion; riots; insurrection; war; inability to procure labour, materials or services; acts of God; weather; power failure; restrictive laws or regulations or any other reason beyond the reasonable control of the landlord or the tenant as the case may be, then performance of such act shall be excused for the period of the delay and the time allotted for the performance of any such act shall be extended for a period of time equal to the period of such delay.

43. Right-of-Way

If the premises are now or hereafter served by any alley, easement or right-of-way, the tenant, his servants, agents, employees, licensees and invitees shall have full right of ingress and egress over such alley, easement or right-of-way in common with all others entitled thereto.

44. Common Parking

If the premises are now or hereafter served by common parking facilities, the tenant, his servants, agents, employees, licensees and invitees shall have full right to use such parking facilities in common with all others entitled thereto.

45. Damage Premises Untenantable

If at any time during the term the premises are wholly or partially destroyed by fire or other insurable peril so as to render them untenable or prevent reasonable or convenient access thereto, the rent hereby reserved shall immediately abate until such times as the premises have been restored to tenantable condition. If the premises are so badly damaged that they cannot be restored to tenantable condition within 120 days then the landlord or the tenant may determine this tenancy within Thirty (30) days of such damage or destruction upon notice to the other party.

46. Damage Premises Partially Tenantable

If at any time during the term the premises are damaged to such an extent that only part thereof is tenantable, then the rent hereby reserved shall immediately abate in proportion to the part of the premises which is untenable and full rent will not be payable again until such time as the premises have been fully restored. If the landlord does not begin to restore the premises within Fourteen (14) days of the occurrence of damage or having commenced the restoration of the premises does not proceed to complete it with reasonable dispatch, the tenant may determine this tenancy upon Fourteen (14) days notice to the landlord.

47. Re-Entry

If the rent hereby reserved, or any part thereof, shall be in arrears or if the tenant shall make default in the observance or performance of any of the tenant's covenants or agreements contained in this lease and such arrears or default shall continue for a period of Thirty (30) days, then the landlord may give the tenant notice requiring the tenant to pay the arrears or remedy the default within Thirty (30) days of receipt of notice. If the tenant fails to pay the

arrears or remedy the default within such period, the landlord may re-enter the premises and the term hereby granted shall thereupon be terminated.

48. Non-Waiver

No condoning, excusing or overlooking by the landlord or tenant of any default, breach or non-observance by the tenant or the landlord at any time or times in respect of any covenant, proviso or conditions, herein contained shall operate as a waiver of the landlord's or the tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the landlord or the tenant herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the landlord or the tenant save only express waiver in writing.

49. Dispute Resolution

The parties hereto agree to make the best efforts to resolve differences or disputes between themselves concerning any differences or dispute that arise as a result of the interpretation of this lease and their resulting landlord/tenant relationship. If any such difference or dispute has not been resolved within 10 days after receipt of written notice by one party to the other , then the parties agree to hire a mediator and hold a mediation with the assistance of a mediator agreed upon by the parties. Each party shall bear one-half of the cost of mediation. If mediation fails then the parties may, upon agreement, refer the matter to single arbitrator agreed upon by the parties in accordance with the Arbitration Act, R.S.P.E.I. 1988. Cap. A-16 which arbitrators decision shall be final and binding on the parties Each party shall bear one-half of the cost of the arbitration.

50. Notices

Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice to the landlord to the [REDACTED], and in the case of notice to the tenant to the **Accommodations Section, Department of Transportation, Infrastructure and Energy , PO Box 2000, Charlottetown, PEI, C1A 7N8**, and mailed registered and postage prepaid. The time of giving of such notice shall be conclusively deemed to be the third business day after the day of such mailing. Such notice shall also be sufficiently given if and when the same shall be delivered in the case of notice to the landlord to the President, and in the case of notice to the tenant to a responsible employee of the tenant at the above-noted addresses. Such notice, if personally delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

51. Entire Agreement

The tenant and the landlord acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this lease save as expressly set out in this lease and the relevant agreement to lease and that this lease constitutes the entire agreement between the landlord and the tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing, of equal formality hereto executed by the landlord and the tenant.

52. Effect of Lease

This lease and everything herein contained shall operate to the benefit of any and be binding upon the respective successors, assigns and other legal representatives as the case may be of each of the parties hereto subject to the granting of consent by the landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

53. Binding of Tenant

This lease shall not be binding upon the tenant until it has been executed by or on behalf of the Minister of Transportation, Infrastructure and Energy.

54. Mortgages and Subordination

This lease is hereby made expressly subject and subordinate at all times to any and all leases, mortgages or deeds of trust whatsoever affecting the building, which have been executed, and any and all extensions and renewals thereof and substitutions therefor. Tenant agrees to execute any instrument or instruments which Landlord may deem necessary or desirable or evidence the subordination of this Lease to any or all such leases, mortgages, or deeds of trust.

55. Severability

The Landlord and the tenant agree that all of the provisions of this lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this lease be illegal or not enforceable, it or they shall be considered separate and severable from the lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

56. Interpretation

The words “herein”, “hereof”, “hereby”, “hereto”, “hereinafter”, and similar expressions refer to this lease and not to any particular paragraph, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith;

57. Headings and Captions

The headings and captions appearing in the margin of this lease have been inserted as a matter of convenience and for reference only and in no way define, nor limit or enlarge the scope or meaning of this lease not any of the provisions hereof.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE**

Signed, Sealed & Delivered \*   
in the presence of : \* as represented by :  
Witness in the presence of: \*

\_\_\_\_\_  
Witness \* \_\_\_\_\_

\* **DEPARTMENT OF TRANSPORTATION,  
INFRASTRUCTURE AND ENERGY** as  
represented by:

\_\_\_\_\_  
Witness \* \_\_\_\_\_  
Minister

## Appendix "C"

### **Cleaning Specifications and Schedule** revised April 2013 (to be edited by site)

A cleaning matrix has been provided with this schedule for quality assurance purposes. The matrix is to be kept on site and available for periodic review by the Tenant.

#### **General**

The areas covered by this specification include:

Entrance ways  
All office areas  
Store rooms  
Washrooms  
Lunch area/staff room  
Conference rooms  
Stairways  
Miscellaneous areas and rooms.

#### **Frequency**

General and project cleaning: As scheduled

#### **General Duties - Nightly Monday to Friday**

Sweep and wet mop all tile floors.  
All chairs/couches brushed off and dusted.  
Carpeted traffic areas are to be vacuumed.  
Carpets are to be spot cleaned for removal of coffee and other stains.  
Central waste receptacles are to be emptied and liners replaced as required.  
Waste is to be removed to a designated area.  
All work areas are to be dusted and spot cleaned for stains or spills (excluding computers)  
Clean and sanitize all telephones  
Stains and smudges are to be removed from walls, partitions, door frames and light switches.  
Both sides of glass doors and glass partitions are to be spot cleaned .  
Cleaners cart bags are to be emptied.  
Conference room tables and chairs are to be dusted and spot cleaned for stains or spills.  
Tables and chairs in conference rooms and enclosed offices are to be straightened up in an orderly manner.  
Report all burnt out lights  
Check all doors and windows and lights before leaving to assure building is secure.

#### **Washrooms -Nightly: Monday to Friday**

Toilet tissue, paper towel, and soap dispenser will be replenished.  
Waste receptacles emptied and sanitized.  
Basins, faucets, toilet bowls and urinals are to be cleaned and disinfected.  
Both sides of toilet seats are to be washed and sanitized.  
Partitions are to be spot cleaned.  
Walls are to be spot cleaned, especially around toilets and urinals.  
Counter areas are to be cleaned and disinfected.  
Waste receptacles are to be emptied and liners replaced.  
Floors are to be swept and wet mopped using a germicidal detergent.  
Washroom doors are to be spot cleaned, pushplates and kickplates cleaned.  
Dust all high areas, including tops of partitions

#### **Public Areas - Nightly: Monday to Friday**

Dry and wet mop entrance ways and tile corridors.  
Spot clean finger marks off entrance way glass.  
Clean door pulls and push plates  
Vacuum carpeted corridors and public areas.

#### **Weekly - Once per week.**

All carpeted areas are to be thoroughly vacuumed, this includes all corners, baseboards, etc.  
All filing cabinets, chairs, windowsills, radiators, bookcases, desks, and miscellaneous furniture are to be dusted.  
All doors and door frames are to be wiped clean.  
Wall hangings, lamps and signage is to be dusted.  
Fire extinguishers are to be dusted and wiped.  
Stainless steel pushplates and kickplates are to be polished.

# BLANK LEASE TEMPLATE

## **Monthly**

- Thoroughly wash all garbage cans
- Thoroughly clean glass in all doors and partitions
- Thoroughly clean plant displays and potters
- Thoroughly wash all washroom walls and disinfect
- All upholstered furniture is to be vacuumed and spot cleaned

## **Quarterly Tasks**

- Machine scrub and refinish washroom floors
- High dusting performed on all horizontal surfaces over 6 feet
- Damp wipe window treatments
- Vacuum and wash all ceiling and wall vents
- Thoroughly clean all storage areas

## **Semi Annual Tasks**

- Vacuum all drapes
- Wash outside of kitchen cupboards
- Clean all windows and ledges inside
- Shampoo mats and clean boot trays
- Wash all doors and frames and baseboard finishes
- All vertical and Venetian blinds to be damp wiped

## **Yearly Tasks**

- Wash all radiators and heater vents
- Wash all light shades and fixtures
- Thoroughly clean all desk, table, bookcases, cabinets, etc.
- All carpets to be shampooed
- All painted wall surfaces to be wiped down.
- All tile floors to be machine stripped and refinished
- Exterior window cleaning

# Government of Prince Edward Island

## Structured Cabling Feb 26, 2016

Emerging technologies dictate that it is no longer allowable to simply integrate various manufacturers' components into a building's structured cabling. In order to guarantee network performance, a single manufacturer's "system" of matched components is required. Our standard is Belden IBDN System 4800, Data Twist Category 6.

It is also paramount that all new or renovated construction utilizes the latest available technology, eliminating the need and costly process of network infrastructure replacement, in the future.

The following standards apply to all network cabling installations:

1. All installers shall be familiar with and follow these industry standard documents:

ANSI/TIA/EIA-569-A (CSA T530)  
ANSI/TIA/EIA-607 (CSA T527)  
ANSI/TIA/EIA-568-B.1, B.2, B.2-1 & B.3  
ANSI/TIA/EIA-606A  
ANSI/TIA/EIA-862  
TSB-155, IEEE 802.3an

2. The entire system shall meet or exceed the current day **Category 6** standard specifications, which includes four-pair, 23 gauge, copper cabling performance of 300 MHz. Only matched components from one manufacturer's system shall be used to provide an end-to-end solution. Provide complete system consisting of outlet boxes, cover plates, patch panels, patch cords, and cable, etc. The contractor shall verify that all system parts received meet specification, prior to installation.
3. 4-port angled face plates shall be for MDVO style jacks, with 3 ports used in each instance (2 data, 1 telephone). The upper ports are to be used for data terminations and the lower for voice, unless otherwise stated. The MDVO jacks in angled face plates are to be installed as designed by the manufacturer, which in this case has the printing inverted. This allows the release tab on the data cable to be facing upwards, making it easier to remove from the jack.
4. Each horizontal cable, data outlet, and patch panel port shall bear the same identifying number. The numbering scheme for the building data outlets shall be assigned in a logical, sequential manner. Numbering on the plates shall be viewable from both in front and above. A contractor must assign these jack numbers on the floor plans, prior to pulling in any cable.



5. Patch panels shall be Belden Category 6 Flex, for GigaFlex MDVO style jacks, for mounting in 19 inch floor mounted rack. Panels to be a matched components of the cabling system being installed; 24-port one rack unit high; 48-port two rack units high. Allow for 25% spares.
6. Patch cords shall be Category 6 Belden GigaFlex. Two patch cords required for each data line. Cable jacket and boots to match system color code:
  - “Green” jacket and boots for Belden/CDT GigaFlex System
  - “Blue or Grey” jacket and boots for Standard Cat5 UTP cable
7. Contractor to supply patch cords at both the main data rack and in the individual rooms. Number of patch cords required shall be determined by the number of data outlets shown on the Drawings. Patch cord length required in these amounts:
  - 4 feet, 70% of total count.
  - 7 feet, 20% of total count
  - 10 feet, 10% of total count.
8. The installer shall be responsible for providing to IT Shared Services:
  - a map of the data outlet numbering and cable pathways on a copy of the building floor plan(s)
  - test results Perment Link with a Level IV meter, using the standard specifications for Category 6.
9. All cable terminations shall be installed and tested to the T-568A wiring standard.
10. The contractor shall guarantee that all aspects of their installation shall be free from defects, and shall warranty workmanship and materials for a period of one (1) year from the date of inspection and acceptance by the representative of Provincial Treasury, IT Shared Services. The contractor shall assume all costs associated with repair or replacement; any form of cable trauma will be considered a defect and shall require replacement.
11. Category 6 data cabling shall meet or exceed specifications for Category 6, be 4 pair, 23 AWG, with FT4 rated insulation. Accepted systems are color-coded to uniquely identify the individual system horizontal cabling. For cabling:

Green	Belden/CDT (Nordx) System (4812LX)
Blue	Standard Cat5 UTP cable
White	All telephone copper cable

Cabling for telephone shall be of Category 6 type (Belden 2412)
12. If an installed base of a manufacturer’s Category 5E or 6 system is already installed, consult with the IT Shared Services representative for the specification of product to be installed. If there are any deficiencies, anomalies, link length issues, design flaws, fit up problems regarding to the structured cabling system, the Contractor shall contact the IT Shared Services representative for clarification and/or resolution, before proceeding.

13. All Cat6 T-568A MDVO's shall bear the following colors for ease of identification, in the event of their usage:

Green	Belden/CDT (Nordx) Cat6 GigaFlex Data jacks
Blue	Regular Cat5 data jacks
White	Voice cable termination jacks GigaFlex
Black	Fax cable termination jacks GigaFlex
14. Patch panels shall only be mounted in IT Shared Services approved equipment racking device(s). This shall be in accordance with the attached Rack or Cabinet Package Documents. No substitutions.
15. Attachment of panels and devices to specified racks and cabinets shall use only 10-32 Robertson rack mounting screws; accepted - Middle Atlantic part # HS.
16. The Installer shall leave a minimum of 12" of excess UTP cable on the data outlet termination to facilitate future re-termination. The excess cable is to be stored in a sweeping "S" pattern; coils are not permitted.
17. The Installer shall leave a minimum of 3 meters of excess UTP cable on the patch panel end to facilitate future repositioning of panels on the rack unit. The excess cable is to be stored in a sweeping "S" pattern; coils are not permitted.
18. Where applicable, the rear outside of vertical cable management troughs shall be used to control cables attaching to the racking unit. This shall be in accordance with a document supplied to the installer, detailing the type and configuration of such device.
19. Where physical security is of concern, all network cables shall be enclosed in continuous conduit from the workstation outlet to the secure telecommunications room. The conduit shall be of sufficient size to meet the maximum forty (40) percent fill ratio and turn radius specifications.
20. Horizontal cabling shall be installed to the manufacturer's specifications, including but not limited to, the minimum bend radius. The contractor shall be responsible for proper bundling (with velcro wraps) and handing of all cables (with cable trays, Caddy Fasteners and/or "J" hooks) between the telecommunication closets and the workstation MDVOs, in common pathways (above corridors); the "home run" method is not permitted. Cable bundles should be supported at 2 foot intervals.
21. Each workstation outlet plate shall be configured with a minimum of 2 data drops plus telephone service if required. Data drops shall only be used to deliver data services and shall not be used for any other service to the workstation.

22. **Installer shall be trained by the manufacturer of the cabling system being installed, following methods demonstrated in that training, and shall possess a valid Certificate of Completion from the manufacturer, for the courses taken. Training must have been taken within the previous three (3) years, to be considered “valid”. Certificates must be made available to the IT Shared Services representative for review, upon request.**

23. Before deviating from these methods, contact the Department of Provincial Treasury IT Shared Services representative.

24. **Belden IBDN System 4800 components include:**

NP296	Data Twist 4812, 4-pair, 23 AWG, CMR, Cat 6, Green,
AX101070	CAT6+ Modular Jacks, for Data
AX101065	CAT6+ Modular Jacks, for Voice
AX101066	CAT6+ Modular Jacks, for Fax
AX350056	Belden GigaFlex PS6+ patch cables 4 feet, green
AX350057	Belden GigaFlex PS6+ patch cables 7 feet, green
AX350058	Belden GigaFlex PS6+ patch cables 10 feet, green
AX101456	Flex Patch Panel, 1U , 24-port, black
AX101458	Flex Patch Panel, 2U, 48-port, black
A0645269	MDVO Angled Entry Faceplate
AX101437	Interface Plate, Flush, 4-port, White

25. **Relay Rack Package Components**

<b>PART: Description</b>	<b>Product Code/Ordering #</b>	<b>Manufacturer</b>	<b>Quantity per pkg</b>
<b><u>Relay Rack Package - no substitutions</u></b>			
Relay rack with 2 vertical cable management, black	DRR-44 + 2 DRCC-44CAN	Middle Atlantic	1
Power strip for rack	PB-12-IS/6FTCRD	Electron Metal	1
Organizer Ring Panel Horizontal Cable Management	AO403977	Belden IBDN	6
Horizontal Cable Manager, 1U, Black	HCM-1D	Middle Atlantic	4
Rack Drawer, 3U	UD3	Middle Atlantic	1
Universal Rackshelf, 1U, frontmount	U1	Middle Atlantic	1
Vented Center mount shelf, 2U	U2MS	Middle Atlantic	2
Formed blank panel 1U, black	EB1	Middle Atlantic	4
Formed blank panel 2U, black	EB2	Middle Atlantic	6
Heavy Duty Sliding Shelf	SS	Middle Atlantic	1
10-32 Pan Head Rack mounting screws and washers	HS	Middle Atlantic	100
IEC Power Cord, 12 inch, 4 per pkg	IEC-12X4	Middle Atlantic	1
IEC Power Cord, 18 inch, 4 per pkg	IEC-18X4	Middle Atlantic	1
IEC Power Cord, 24 inch, 4 per pkg	IEC-24X4	Middle Atlantic	1
Velcro Roll, 75 feet	99-050-QT-1	Polygon	1
Cable Ties, 7 inch, bag of 100	TY-525-MX	Thomas & Betts	1
Homaco 1U Horizontal Cable Fiber Manager	FCM-19-1SRC	Ortronics	1

26. Acceptable Conduit Runs

- Achieve the best direct route (e.g., usually parallel to building lines) with no bend greater than 90 degrees or an aggregate of bends in excess of 180 degrees between pull points or pull boxes.
- No continuous sections longer than 30.5 m (100 ft).
- Be bonded to ground on one or both ends in accordance with national or local requirements.
- Withstand the environment to which they will be exposed.
- For runs that total more than 30.5 m (100 ft) in length, pull points or pull boxes should be inserted so that no segment between points/boxes exceeds the 30.5 m (100 ft) limit.
- Total conduit runs should be kept to 45.8 m (150 ft) or less (including the sections through pull boxes).

27. Conduit Capacity

- cable capacity of horizontal pathway conduits that have no more than two 90 degree bends (180 degrees total) and are no longer than 30.5 m (100 ft).

The table shows the conduit fill ratio guidelines for horizontal cables; however, the number of cables that can be installed is actually limited by the allowed maximum

Inside Diameter (mm)	Trade Size	Cable Outside Diameter mm (in)							
		3.3 (0.13)	4.6 (0.18)	5.6 (0.22)	6.1 (0.24)	7.4 (0.29)	7.9 (0.31)	9.4 (0.37)	13.5 (0.53)
16	1/2	1	1	0	0	0	0	0	0
21	3/4	6	5	4	3	2	2	1	0
27	1	8	8	7	6	3	3	2	1
35	1-1/4	16	14	12	10	6	4	3	1
41	1-1/2	20	18	16	15	7	6	4	2
50	2	30	26	22	20	14	12	7	4
63	2-1/2	45	40	36	30	17	14	12	6
78	3	70	60	50	40	20	20	17	7
91	3-1/2	—	—	—	—	—	—	22	12
100	4	—	—	—	—	—	—	30	14

pulling tensions of the cables. Maximum conduit fill ratio is 40%.

28. Maximum Category 6 cable lengths apply to all horizontal distribution cables; from the Horizontal Cross-connect (patch panel) to the telecommunications outlet (workstation end), maximum cable length is 90 meters, (295 feet) including slack requirements. BAS horizontal link lengths are also limited to 90 meters, independent of the media type.

29. Maximum fiber optic cable lengths are as follows:

<b>Subsystem</b>	<b>Backbone lengths up to:</b>	<b>Data rates up to:</b>
Campus backbones (OM1 fiber)	2 km (1.2 mi)	155 Mb/s
Campus backbones (OM2 fiber)	550 m (1804 ft)	1 Gb/s
Building backbones (OM2 fiber)	300 m (984 ft)	1 Gb/s
Building backbones (OM3 fiber)	300 m (984 ft)	10 Gb/s
Campus/building backbones (OS1 fiber)	2000 m (6560 ft)	10 Gb/s

As a general guideline in premises applications for backbone cabling, OM1, 62.5/125  $\mu\text{m}$ ; OM2, 50/125  $\mu\text{m}$ ; or OM3, laser optimized 50/125  $\mu\text{m}$  optical multimode fiber is recommended for applications supported for these lengths and data rates. Single mode fiber may also be required for premises applications.

30. Fiber optic backbone requirements shall be supplied on a separate design document.

## Telecom Room (TR) / Equipment Room (ER) Configurations

January 20, 2009 Gordon Johnston, RCDD  
telecom room design criteria jan2009.doc

### Relay Rack Installation within secure space

Accepted: Middle Atlantic DRR-44 + 2 DRCC-44CAN

*Assumptions for all requirements:*

- A) door location and swing do not affect operation of rooms of these sizes*
- B) no other floor mounted equipment is located within the room*
- C) wall-mounted equipment is limited to low profile type, such as BIX cross connect*
- D) plumbing pipes are not located in ceiling space*
- E) wet facilities are not located directly above or adjacent to telecom room location*
- F) minimum of one TR per floor*
- G) additional TRs if cable link lengths exceed 90 meters and/or building square footage exceeds 10,000.*

Definitions:

Telecommunications Room (TR)

- A TR is an enclosed architectural space for housing telecommunications equipment, cable terminations, and cross-connect cabling.

Equipment Room (ER)

- An ER is an environmentally controlled centralized space for telecommunications equipment that usually houses a main or intermediate cross-connect.
- ERs differ from TRs in that ERs are generally considered to serve a building, a campus, a tenant, or a SP, whereas TRs serve a floor area of a building. An ER may provide any or all of the functions of a TR.

**ER/TR Requirement #1**

**Capacity: up to 192 individual data drops**

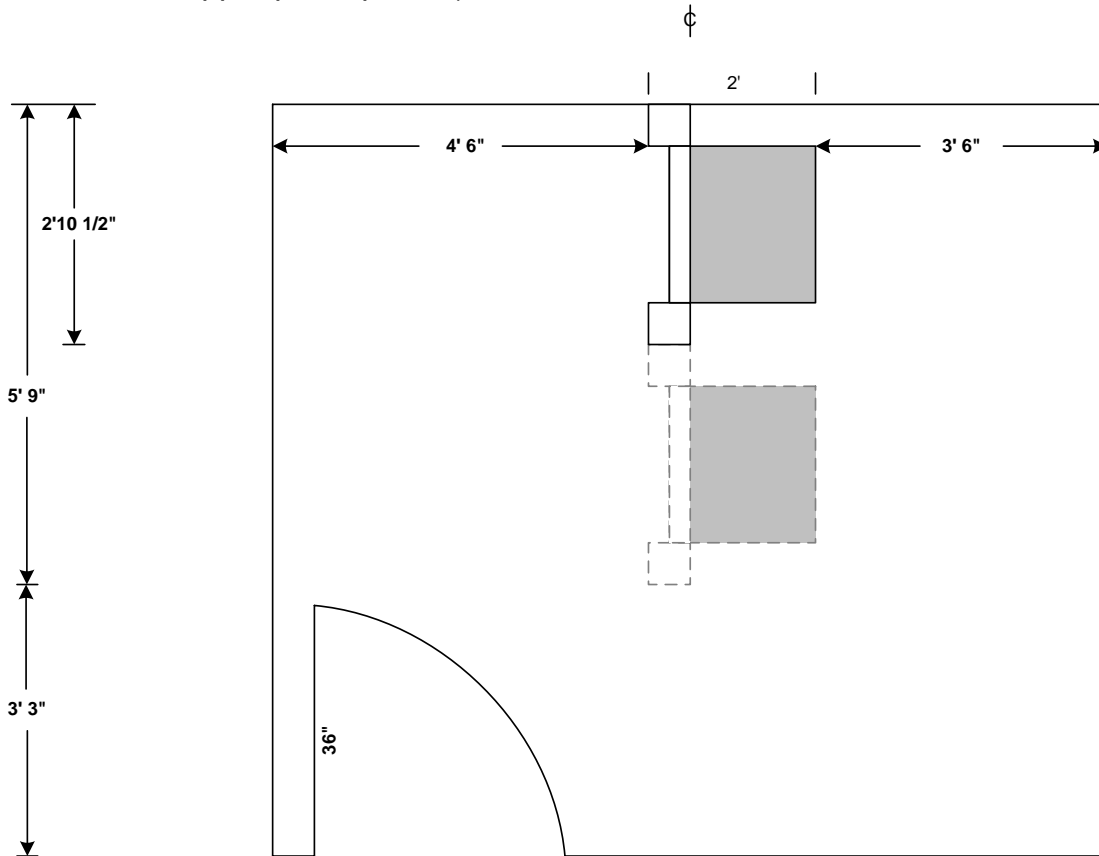
**Room Size: 10' X 9'**

**Configuration**

- **one relay rack with two vertical cable managers**, with room to add one additional relay rack package for retrofit

**Specification:**

- **Up to 192 data drops** in initial installation in 4 - 2U copper patch panels
- Room for 25% expansion without retrofit (total 240 drops in 5 - 2U copper patch panels)



**Minimum TR/ER Size with Relay Racks, 1+1**

10' W X 9' L

January 18, 2009 Gordon Johnston, RCDD  
relay racks 1+1 room size jan1809.vsd



## ER/TR Requirement #2

Capacity: up to 344 individual data drops

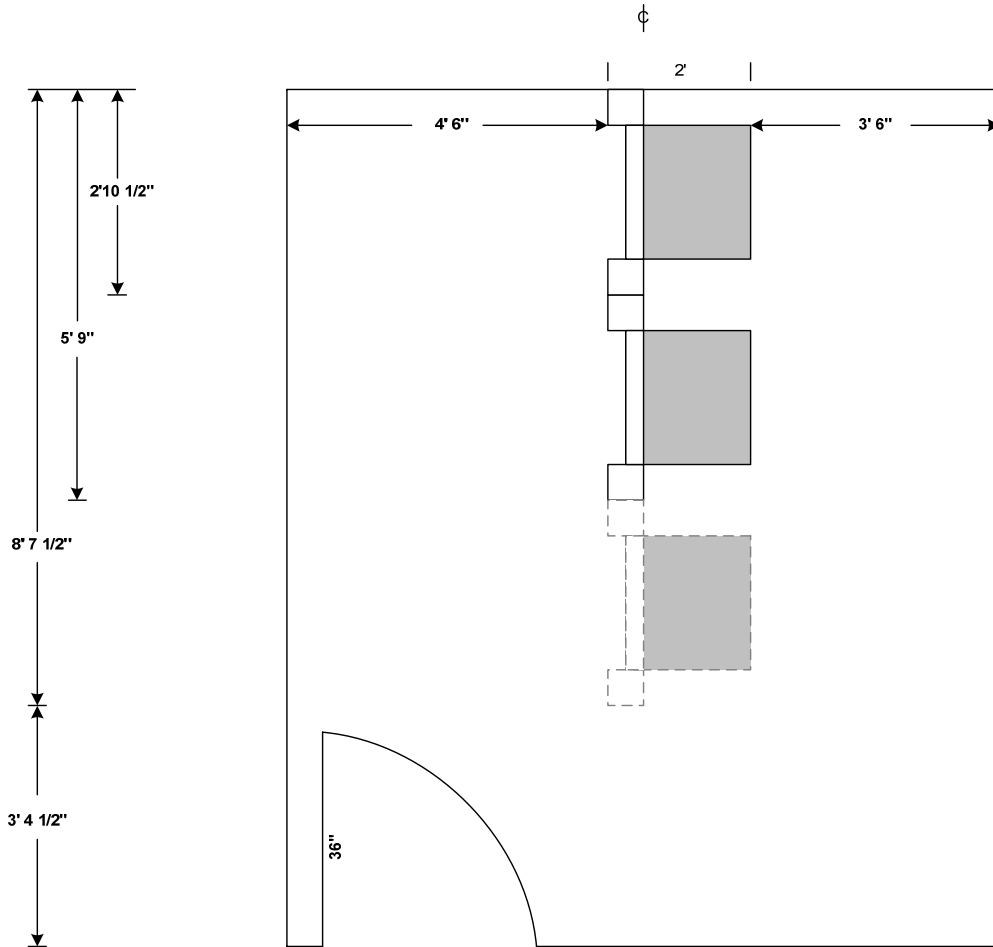
Room Size: 10' X 12'

### Configuration

- **two relay racks each with two vertical cable managers**, with room to add one additional relay rack package for retrofit

### Specification:

- **Up to 344 data drops** in initial installation in 8 - 2U copper patch panels
- Room for 25% expansion without retrofit (total 432 drops in 9 - 2U copper patch panels)



10' W X 12' L

### Minimum TR/ER Size with Relay Racks, 2+1

January 18, 2009 Gordon Johnston, RCDD  
relay racks 2+1 room size jan1809.vsd



EXPIRES 12/31/09  
Reg. No. 02886



## Data Cabinet Installation within shared space

Accepted: Middle Atlantic DRK19-44-36CAN

*Assumptions for all requirements:*

- A) door location and swing do not affect operation of rooms of these sizes*
- B) no other floor mounted equipment is located within the room*
- C) wall-mounted equipment is limited to low profile type, such as BIX cross connect*
- D) wet facilities are not located directly above or adjacent to telecom room location*
- E) minimum of one TR per floor*
- F) additional TRs if cable link lengths exceed 90 meters and/or building square footage exceeds 10,000.*

Definitions:

Telecommunications Room (TR)

- A TR is an enclosed architectural space for housing telecommunications equipment, cable terminations, and cross-connect cabling.

Equipment Room (ER)

- An ER is an environmentally controlled centralized space for telecommunications equipment that usually houses a main or intermediate cross-connect.
  
- ERs differ from TRs in that ERs are generally considered to serve a building, a campus, a tenant, or a SP, whereas TRs serve a floor area of a building. An ER may provide any or all of the functions of a TR.

**ER/TR Requirement #1**

**Capacity: up to 192 individual data drops**

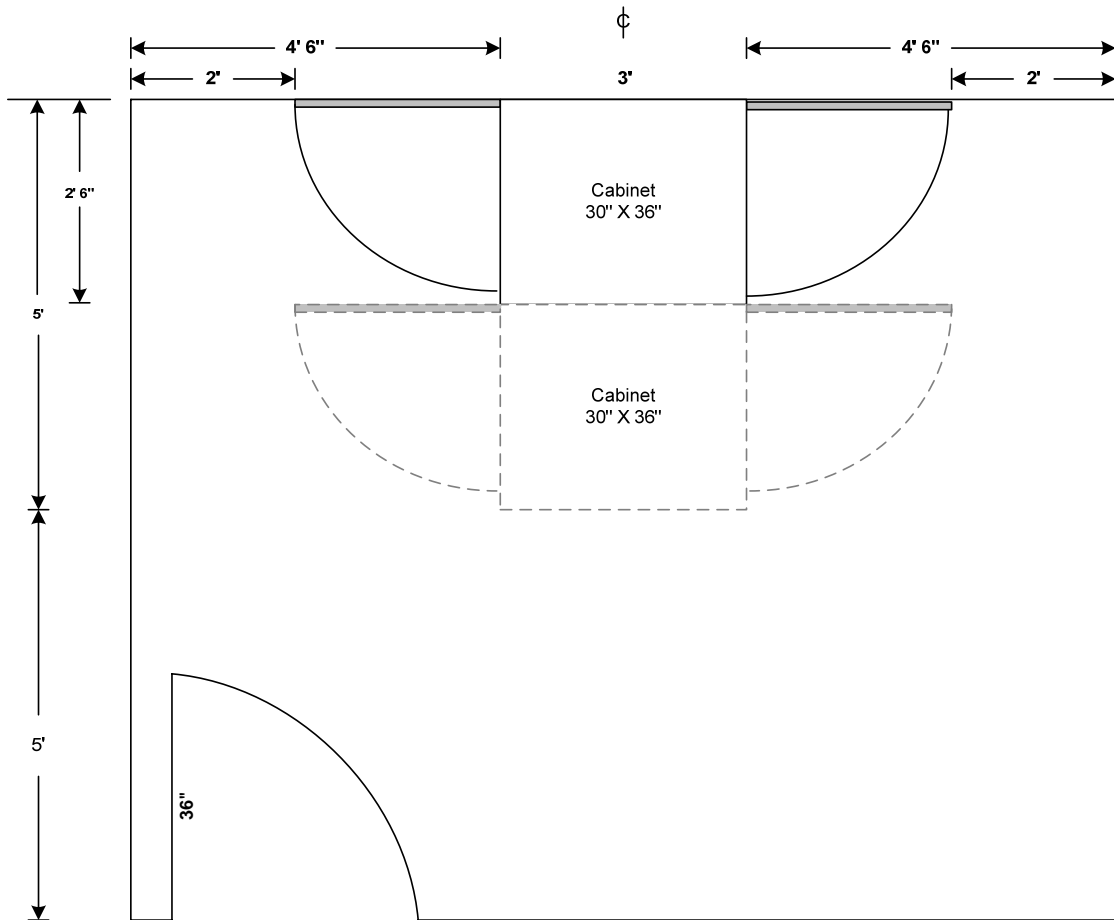
**Room Size: 12' X 10'**

Configuration

- **one data cabinet with two vertical cable managers**, with room to add one additional data cabinet package for retrofit

Specification:

- **Up to 192 data drops** in initial installation in 4 - 2U copper patch panels
- Room for 25% expansion without retrofit (total 240 drops in 5 - 2U copper patch panels)



**Minimum TR/ER Size with Cabinets, 1+1**

12' W X 10' L

January 18, 2009 Gordon Johnston, RCDD  
cabinets 1+1 room size jan1809.vsd



EXPIRES 12/31/09  
Regis. No. 02688

## ER/TR Requirement #2

Capacity: up to 344 individual data drops

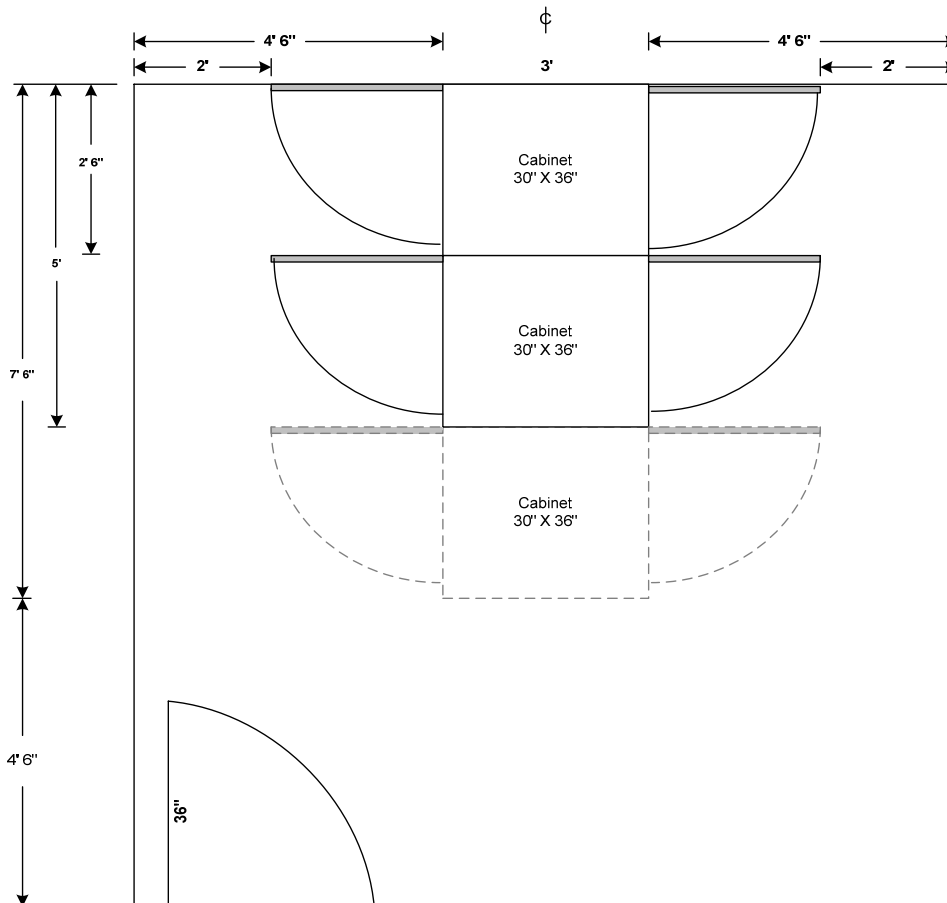
Room Size: 12' X 12'

### Configuration

- **two data cabinets each with two vertical cable managers**, with room to add one additional data cabinet package for retrofit

### Specification:

- **Up to 344 data drops** in initial installation in 8 - 2U copper patch panels
- Room for 25% expansion without retrofit (total 432 drops in 9 - 2U copper patch panels)



**Minimum TR/ER Size with Cabinets, 2+1**

12' W X 12' L

January 18, 2009 Gordon Johnston, RCDD  
cabinets 2+1 room size jan1809.vsd

