



NEW BRUNSWICK
ENERGY & UTILITIES BOARD
COMMISSION DE L'ÉNERGIE ET DES SERVICES PUBLICS
NOUVEAU-BRUNSWICK

Request for Proposal
for
LEASED OFFICE SPACE
Fredericton, New Brunswick

Request for Proposal No.: **2023-3**

Issued: **August 23, 2023**

Submission Deadline: **September 22, 2023, by 12:00 p.m. (Atlantic Time)**

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PART 1

INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (RFP) is an invitation by the New Brunswick Energy and Utilities Board (NBEUB) to prospective landlords to submit a proposal to provide a turn-key leased office space for the NBEUB in Fredericton, New Brunswick (Leased Premises), as further defined in the RFP Particulars (Appendix A) as the Deliverables.

The objective of this RFP is to identify the best value, design, and most suitable location for the Leased Premises. The NBEUB is seeking detailed information from interested providers.

The NBEUB is an independent, quasi-judicial tribunal. The NBEUB's primary mandate and authority are contained in the *Energy and Utilities Board Act* (New Brunswick). Additional information can be found in the NBEUB's current Annual Report on the NBEUB's website at the following links:

- (a) English – https://nbeub.ca/uploads/annual_reports/en/2020-2021%20NBEUB%20Annual%20Report.pdf
- (b) French – https://nbeub.ca/fr/uploads/annual_reports/fr/2020-2021%20Rapport%20annuel%20de%20la%20CESPNB.pdf

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to enter into a leasing agreement with the NBEUB. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the "proponent." The proponent will be responsible for the performance of the Deliverables.

1.3 RFP Contact

To contact the NBEUB in relation to this RFP, proponents must initiate the communication in writing electronically. The NBEUB will not accept any proponent's communications by any other means.

For the purposes of this procurement process, the "RFP Contact" will be:

Véronique Otis

Legal Counsel

New Brunswick Energy and Utilities Board

Email: veronique.otis@nbeub.ca; with a copy to general@nbeub.ca

Phone: (506) 643-7358

Proponents should only contact the RFP Contact as specifically instructed to in this RFP. All communication in relation to this RFP, up to and including the submission of the proposal, must be through the RFP Contact.

Other than the RFP Contact, proponents and their representatives are not permitted to contact any members, employees, or other representatives of the NBEUB or any elected or appointed officials, formally or informally, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.4 Contract for Deliverables

1.4.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations culminating in a commercial lease agreement with the NBEUB for the provision of the Deliverables.

1.4.2 Term of Lease

The term of the agreement is to be for a period of five (5) years, with an option in favour of the NBEUB to extend the agreement on the same terms and conditions for two (2) additional terms of up to three (3) years each. It is anticipated that the agreement will commence on February 1, 2024.

1.5 Submission of Proposal

1.5.1 Proposal to be Submitted at the Prescribed Location

Each Proponent shall mail or hand deliver its proposal to the Board's address at:

**New Brunswick Energy and Utilities Board
15 Market Square, Suite 1400
Saint John, NB
E2L 4Y9
Attention: Véronique Otis, Legal Counsel (RFP Contact)**

1.5.2 Proposal to be Submitted in the Prescribed Manner

Each Proponent shall mail or hand deliver one (1) signed original and three (3) copies of each of their Proposal along with any supporting information and include one (1) electronic copy of each of the Proposal on a properly labelled USB key (in ".pdf" searchable format) no later than **12:00 p.m. Atlantic Time on September 15, 2023** (Submission Deadline) to the Board's address noted above.

The Proposal (and copies) shall be sealed in an envelope, clearly indicating the proponent's name, address and marked: **Proposal: Leased Office Space**.

1.5.3 Proposal to be Submitted on Time

The Proposal must be finalized and delivered as described above on or before the Submission Deadline. Late submissions will not be accepted and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the proposal is acknowledged as being physically received at the NBEUB's offices. Proponents submitting near the Submission Deadline do so at their own risk.

1.5.4 Amendment of Proposal

Proponents may amend their proposal prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that their amended proposal is received by the NBEUB in the same manner as their original proposal and by the Submission Deadline.

1.5.5 Withdrawal of Proposal

At any time throughout this RFP process until the execution of a final written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2

TERMS AND CONDITIONS OF THE RFP PROCESS

2.1 General Information and Instructions

2.1.1 Proponents to Follow Instructions

Proponents should structure their proposal 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.

A proponent who submits conditions, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified.

2.1.2 Proposal in English or French

Each proposal must be in English or French.

2.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and 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.

2.1.4 Past Performance

In the evaluation process, the NBEUB may consider the proponent's past performance or conduct on previous contracts with the NBEUB or other institutions.

2.1.5 Information in RFP Only an Estimate

The NBEUB and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data 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 Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

2.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, if applicable.

2.1.7 Proposal to be Retained by the NBEUB

The NBEUB will not return the proposal, or any accompanying documentation submitted by a proponent.

2.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The NBEUB makes no guarantee of the value or volume in any agreement with the successful proponent. The agreement with the selected proponent will not necessarily be an exclusive contract for the provision of the described Deliverables. The NBEUB may contract with others for goods and services the same as, or similar to, the Deliverables or may obtain such goods and services internally.

2.2 Communication after Issuance of RFP

2.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information by email to the RFP Contact. No such communications are to be sent or initiated through any other means. The NBEUB is under no obligation to provide additional information, and the NBEUB is not 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 NBEUB is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

2.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the NBEUB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by written addendum posted on the NBEUB's website. 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 NBEUB.

2.2.3 Verify, Clarify and Supplement

When evaluating proposals, the NBEUB may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The NBEUB may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

2.3 Conflict of Interest and Prohibited Conduct

2.3.1 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- 1) In relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the NBEUB in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- 2) In relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

2.3.2 Disqualification for Conflict of Interest

The NBEUB may disqualify a proponent for any conduct, situation, or circumstances, determined by the NBEUB, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the NBEUB may be precluded from participating in the RFP process in instances where the NBEUB has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where

the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

2.3.3 Disqualification for Prohibited Conduct

The NBEUB may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the NBEUB determines that the proponent has engaged in any conduct prohibited by this RFP.

2.3.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

2.3.5 Proponent Not to Communicate with Media

Proponents must 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 first obtaining the written permission of the RFP Contact.

2.3.6 No Lobbying

Proponents must 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(s).

2.3.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must 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 NBEUB; deceitfulness; submitting a proposal 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.

2.3.8 Proponent Suspension

The NBEUB may suspend a proponent from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- 1) Illegal or unethical conduct as described above;
- 2) The refusal of the proponent to honour its submitted pricing or other commitments;
- 3) Engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the NBEUB's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or

- 4) Any conduct, situation, or circumstance determined by the NBEUB, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a proponent, the NBEUB will notify the proponent of the grounds for the suspension and the proponent will have an opportunity to respond within a timeframe stated in the notice. Any response received from the proponent within that timeframe will be considered by the NBEUB in making its final decision.

2.4 Confidential Information

2.4.1 Confidential Information of the NBEUB

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

- 1) Is the sole property of the NBEUB and must be treated as strictly confidential;
- 2) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- 3) Must not be disclosed without prior written authorization from the NBEUB; and
- 4) Must be returned by the proponent to the NBEUB immediately upon the request of the NBEUB.

2.4.2 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 NBEUB. The confidentiality of such information will be maintained by the NBEUB, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposal will, as necessary, be disclosed, on a confidential basis, to advisers retained by the NBEUB to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

2.5 Procurement Process Non-Binding

2.5.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process. For greater certainty and without limitation:

- 1) This RFP will not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- 2) Neither the proponent nor the NBEUB will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

2.5.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective proponents. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the NBEUB by this RFP process until the execution of a written agreement.

2.5.3 Price Estimates

While the pricing information provided in proposals will be non-binding on the NBEUB prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals. The pricing information provided by the proponent will be binding on the proponent for a period of 90 days from the date of the proposal's submission. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or the decision of the NBEUB to enter into an agreement for the Deliverables.

2.5.4 Cancellation

The NBEUB may cancel or amend the RFP process without liability at any time.

2.6 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 2):

- 1) Are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); and
- 2) Are to be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

[End of Part 2]

APPENDIX A

RFP PARTICULARS

A. THE DELIVERABLES

The provision of a turn-key leased office space for the NBEUB in Fredericton, New Brunswick, as described in this Appendix A (Deliverables).

B. NO AMENDMENT TO FORMS

Other than inserting information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

C. ESSENTIAL ELEMENTS

Each Proposal must include the following essential elements:

- 1) The proposed Leased Premises must be located within the City of Fredericton.
- 2) The proposed Leased Premises must be at least 1,200 square feet and include three (3) professional offices of at least 120 square feet each with outside windows, a kitchenette, a meeting room, access to washrooms, and access to a minimum of four (4) parking spaces immediately adjacent to the Leased Premises.
- 3) Proponents must be able to deliver the Leased Premises to the NBEUB on a turnkey basis for complete operational occupancy by February 1, 2024.

D. DOCUMENTATION

Each Proposal must include the following documents:

- 1) A Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.
- 2) A Pricing Form (Appendix C) completed according to the instructions contained on the form.
- 3) A floor plan drawn to scale of the proposed layout for the Leased Premises.
- 4) A map showing the specific location for the proposed Leased Premises.
- 5) An elevation view or exterior pictures of the proposed building from the street(s) side.
- 6) A copy of the form of lease the proponent would intend to use.

E. EVALUATION CRITERIA

The NBEUB will evaluate each proposal on the basis of the rated criteria as set out below.

Criteria	Weighting (Points)
Suitability of Proposed Leased Premises	50
Pricing	50

In evaluating the suitability of the proposed Leased Premises, the NBEUB will consider location and proximity to the downtown core of the City of Fredericton; building age and condition; interior appropriateness, appeal and accessibility; and other value adds.

Pricing will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated by dividing that proponent's price into the lowest submitted price submitted by the proponents.

For example, if a proponent bids \$120.00 and that is the lowest bid price, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$). And so on, for each proposal.

APPENDIX B

SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the Proponent's Contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the NBEUB and the proponent unless and until the NBEUB and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work. The pricing is binding on the proponent for a period of 90 days.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the NBEUB prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- 1) It has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) Prices;
 - (ii) Methods, factors or formulas used to calculate prices;
 - (iii) The quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) The intention or decision to submit, or not to submit, a proposal; or
 - (v) The submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- 2) It has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

7. Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

8. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

9. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the NBEUB within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

10. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the NBEUB to the advisers retained by the NBEUB to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C

PRICING FORM

C.1 Instructions on How to Complete Submission Pricing Form

Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

- 1) Unless otherwise indicated in the requested prices quoted by the proponent must be all-inclusive and must include any fees or other charges required by law.
- 2) The pricing submission shall state the proponent's total rent for the five (5) year lease term for the provision of the Leased Premises in compliance with the Deliverables set out in the RFP Particulars (Appendix A). An allowance for normal commercial leasing practice of annual true-up to the actual cost incurred by the Landlord to both operating costs and property taxes and shall only be adjusted per the NBEUB's proportionate share. If there is a reasonable change in the operating costs and property taxes the monthly amount shall be adjusted to the new rate once per year.
- 3) The rates quoted for operating costs and real property tax are based on previous year actuals and must be based on a rate/usable square foot. The NBEUB may request supporting documentation regarding operating costs and taxes. Should these be requested the proponent must provide the documents within two (2) business days.
- 4) Gross rental rate shall be firm for year one (1).
- 5) If the proposed Leased Premises is a new build, the property taxes must include the estimated built out cost that is the land and building tax. Operating costs must be based on existing similar buildings of a similar size and operation.
- 6) Should a rent-free period be offered to the NBEUB, it will be taken at the front end of the lease, effective the commencement date, unless the proponent specifically states another time frame, in writing.

C.2 Pricing Form

C.2.1 Square Footage, Building Details and Gross Rental Space (excluding HST)

Description	Sq. Footage	Rate per sq. ft.	Total Cost
Useable Space			
Operating Cost*			
Total Gross Rental			

***Subject to standard commercial leasing practice of annual adjustments.**

The NBEUB may request supporting documentation regarding operating costs and taxes. If requested the Proponent must provide the documents with two (2) business days

C.2.2 Rentable Area (Not Evaluated in Pricing Submission)

To calculate operating costs, proponents must provide the corresponding rentable area of the Leased Premises offered and building.

The NBEUB's proportionate share of operating costs shall be equal to the product obtained by multiplying the amount of operating costs by a fraction, the numerator of which is the rentable area of the proposed Leased Premises (square feet) and the denominator of which is the total rentable area in the building (square feet).

C.2.3 Rent-Free Option

A rent-free period is optional; Proponents are under no obligation to provide one.

For evaluation purposes, if a rent-free period is offered, evaluators will accordingly recalculate the gross rental rate submitted above in C.2.1 to ensure the pricing score accurately reflects the true total cost proposed.

Is a rent-free period being offered? YES NO

If yes, indicate how many months: _____